



Southwest Ranches Town Council

REGULAR MEETING Agenda of May 14, 2020

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>
Doug McKay	Delsa Amundson	Andrew D. Berns	Keith M. Poliakoff, J.D.
<u>Vice Mayor</u>	Bob Hartmann	<u>Town Financial</u>	<u>Assistant Town</u>
Denise Schroeder	Gary Jablonski	<u>Administrator</u>	<u>Administrator/Town Clerk</u>
		Martin Sherwood, CPA CGFO	Russell C. Muniz, MMC

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, SUPPORTING THE SUBMISSION OF THE TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION (TSDOR) PROJECT TO BROWARD COUNTY AS A MUNICIPAL REHABILITATION AND MAINTENANCE SURTAX PROJECT TO BE CONSIDERED FOR CYCLE ONE FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

- 9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF**

SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF EDJ SERVICE, LLC AS THE LOWEST PRICE MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES AGREEMENT; APPROVING AN AGREEMENT WITH EDJ SERVICE LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES TO PROVIDE TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES TO THE TOWN; APPROVING A FY 2019-2020 BUDGETARY APPROPRIATION FROM THE GENERAL FUND; APPROVING AN ADDITIONAL EXPENSE NOT TO EXCEED \$14,190.00 (FOURTEEN THOUSAND, ONE HUNDRED AND NINETY DOLLARS AND ZERO CENTS) FOR THE PRORATED CONTRACTUAL INCREASE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF BUDGET SPRINKLER REPAIR, LLC AS THE LOWEST PRICED MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR TOWN-WIDE IRRIGATION MAINTENANCE AND REPAIR SERVICES; APPROVING AN AGREEMENT WITH BUDGET SPRINKLER REPAIR, LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES TO PROVIDE TOWN-WIDE IRRIGATION MAINTENANCE SERVICES TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF EDJ SERVICE, LLC AS THE LOWEST PRICED MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES; APPROVING AN AGREEMENT WITH EDJ SERVICE LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES TO PROVIDE TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES TO THE TOWN; APPROVING A FY 2019-2020 BUDGETARY APPROPRIATION FROM THE GENERAL FUND; APPROVING AN ADDITIONAL EXPENSE NOT TO EXCEED \$5,700.00 (FIVE THOUSAND, SEVEN HUNDRED DOLLARS AND ZERO CENTS) FOR THE PRORATED CONTRACTUAL INCREASE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF RELIANCE CONTRACTORS AS THE LOWEST MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES; APPROVING AN AGREEMENT WITH RELIANCE CONTRACTORS, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES TO PROVIDE TOWN-WIDE FACILITIES MAINTENANCE SERVICES TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

13. Approval of Minutes

- a. April 9, 2020 Regular Meeting**
- b. April 23, 2020 Regular Meeting**

14. 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.

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

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
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Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 5/14/2020
SUBJECT: Resolution Supporting the Submission of the Transportation Surface Drainage and Ongoing Rehabilitation Program project as a Municipal Rehabilitation and Maintenance Surtax Project

Recommendation

To place this item on the agenda for Council support.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management
- D. Improved Infrastructure

Background

Broward County voters approved a 30-year, one percent surtax for transportation in November 2018. The sales surtax took effect on January 1, 2019.

Broward municipalities submitted more than seven hundred projects to be included in the plan. The Town submitted multiple resurfacing, drainage, striping, traffic calming, and guardrail projects to be included in the plan.

Broward County divided the municipal projects into two funding categories within the plan:

Municipal Capital Projects and Municipal Rehabilitation and Maintenance Projects. \$122.7 million is available for FY 20 for both programs. However, Municipal Rehabilitation and Maintenance Project funding will depend on the amount awarded to Municipal Capital Projects, and that dollar amount is currently unknown.

Broward County created a grant portal for municipalities to apply for the Municipal Rehabilitation and Maintenance Projects based on project points that will be prioritized by need and equity. Examples of Municipal Rehabilitation and Maintenance projects include milling, paving and resurfacing of public roads, roadway drainage system repairs, and guardrail. The more elements put into a project, the more points the project will receive. Therefore, it is recommended to submit combined resurfacing, drainage, striping, traffic calming, and guardrail projects. The application requires municipalities to submit a support Resolution with their application. Applications are capped at \$3 Million.

The Town of Southwest Ranches supports submitting two construction ready TSDOR projects as one project that includes resurfacing, drainage swales, traffic calming, striping, and guardrail installation along the appropriate adjacent canal banks on the following public local roadways:

- SW 202nd Avenue and its side-streets; SW 201st Terrace; SW 199th Avenue and its side-street; SW 196th Lane
- SW 128th Avenue; SW 130th Avenue; SW 133rd Avenue; Lupo Lane; SW 134th Avenue; as well as a portion of Holatee Trail (from Stirling Road to Old Sheridan Street).

If awarded, construction must be completed within one year of the award date.

Fiscal Impact/Analysis

None.

Staff Contact:

Emily Aceti, Community Services Manager

Rod Ley, PE, LEED AP, CPESC, Public Works Director

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	4/17/2020	Resolution

RESOLUTION 2020-

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION (TSDOR) PROJECT TO BROWARD COUNTY AS A MUNICIPAL REHABILITATION AND MAINTENANCE SURTAX PROJECT TO BE CONSIDERED FOR CYCLE ONE FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Broward County voters approved a 30-year, one percent surtax for transportation in November 2018, and the sales surtax took effect on January 1, 2019; and

WHEREAS, Broward municipalities submitted more than seven hundred projects to be included in the plan; and

WHEREAS, the Town submitted multiple resurfacing, drainage, striping, traffic calming, and guardrail projects to be included in the plan; and

WHEREAS, Broward County divided the municipal projects into two funding categories within the plan: Municipal Capital Projects and Municipal Rehabilitation / Maintenance Projects; and

WHEREAS, Broward County created a grant portal for municipalities to apply for the Municipal Rehabilitation / Maintenance Projects based on project points; and

WHEREAS, the Town of Southwest Ranches supports submitting the combined two-year construction ready TSDOR project that includes resurfacing, drainage, traffic calming, striping, and guardrail installation along the appropriate adjacent canal banks on the following public local roadways: SW 202nd Avenue and its side-streets; SW 201st Terrace; SW 199th Avenue and its side-street; SW 196th Lane; SW 128th Avenue; SW 130th Avenue; SW 133rd Avenue; Lupo Lane; SW 134th Avenue; as well as a portion of Holatee Trail (from Stirling Road to Old Sheridan Street); and

WHEREAS, construction must be completed within one year of the award date; and

WHEREAS, these TSDOR projects are in the best interest of the health, safety, and welfare of the Town's residents;

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 supports submitting the TSDOR project specified herein for Municipal Rehabilitation and Maintenance Surtax funding.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to execute any and all documents necessary to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest
Ranches, Florida, this 23rd day of April 2020 on a motion by
_____ and seconded by _____.

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Doug McKay, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
36858871.1

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Southwest Ranches, FL 33330-2628

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Town Council
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Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: December Lauretano-Haines, PROS Manager
DATE: 5/14/2020
SUBJECT: RIGHT OF WAY MAINTENANCE

Recommendation

Council approval is requested to enter into a new contract for Town-Wide Right of Way Maintenance Services.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

D. Improved Infrastructure

Background

Since the Town's current contract for maintenance of Rights of Way was due to expire in 2020, Staff sought and received proposals for a new agreement for these services. A total of seven proposals were received. The Selection Committee reviewed the proposals and ranked six of the proposals to be responsive and responsible as follows (out of 300 total points; ranked highest to lowest):

1.	EDJ Service LLC	278
2.	Visualscape, Inc.	245
3.	SFM Services, Inc.	239
4.	Prestige Property Maintenance, Inc.	234
5.	Casey's Lawn Service, Inc.	199
6.	Superior Landscape	160

Fiscal Impact/Analysis

In Fiscal Year 2020, if approved, the EDJ Service LLC contract agreement increases the Town's Transportation Fund total annual expenditures for Right of Way Landscaping Maintenance from \$59,136 to \$71,281 and for Griffin Road Landscaping Maintenance from \$108,491 to \$120,049, respectively. This represents a total increased cost of \$38,087 annually. Over the term of the 5-year contract, the total increase will be \$190,435. Due to timing of contract commencement, the pro-rata impact for FY 2020, commencing July 1, 2020 (to Fiscal Year end) is \$14,190. Accordingly, a Budget amendment totaling \$14,190 is required as follows:

TRANSPORTATION FUND: REVENUES:

INCREASE

Trans Fd:	Transfer from the General Fund (101-0000-381-38101)	\$14,190
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EXPENSES:

Trans Fd.:	Landscaping –Maintenance Service (101-5100-541-46010)	\$ 9,088
Trans Fd.:	Landscaping –Griffin Road Maint. (101-5100-541-53110)	<u>\$ 5,102</u>
TOTAL		

\$14,190

GENERAL FUND: REVENUES:

INCREASE

GF: Appropriated Unassigned Fund Balance (101-0000-381-38101)	\$14,190
---	----------

EXPENSES:

GF: Transfer to Transportation Fund	\$14,190
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Staff Contact:

December Lauretano-Haines, Contract Coordinator
Martin D. Sherwood, Town Financial Administrator
Venessa Redman, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
ROW Maintenance Reso - TA Approved	5/8/2020	Resolution
Staff Memo	4/15/2020	Executive Summary

RESOLUTION NO. 2020 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF EDJ SERVICE, LLC AS THE LOWEST PRICE MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES AGREEMENT; APPROVING AN AGREEMENT WITH EDJ SERVICE LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES TO PROVIDE TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES TO THE TOWN; APPROVING A FY 2019-2020 BUDGETARY APPROPRIATION FROM THE GENERAL FUND; APPROVING AN ADDITIONAL EXPENSE NOT TO EXCEED \$14,190.00 (FOURTEEN THOUSAND, ONE HUNDRED AND NINETY DOLLARS AND ZERO CENTS) FOR THE PRORATED CONTRACTUAL INCREASE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in December 2019, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 20-008 seeking Town-Wide Right of Way Maintenance Services; and

WHEREAS, on January 28, 2020, the Town received proposals from six responsive and responsible proposers; and

WHEREAS, on February 4, 2020, at an advertised public hearing, the Town's Selection Committee ("SC") reviewed the six (6) proposals, and ranked EDJ Service LLC as the lowest most responsive and responsible bid; and

WHEREAS, the Town Council hereby approves the ranking of the SC and authorizes the Town Administrator to enter into an Agreement with EDJ Service LLC; and

WHEREAS, the project is underfunded in the current fiscal year 2019-2020 budget, and the Town desires to provide funds for this project from its General Fund; and

WHEREAS, EDJ Service LLC and the Town desire to enter into an Agreement for the provision of Town-Wide Right of Way Maintenance Services 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. After reviewing all of the information provided, the Town Council hereby approves the Selection Committee's ranking of EDJ Services, LLC as the lowest most responsive and responsible proposer for Town-Wide Right of Way Maintenance Services Agreement.

Section 3. The Town Council hereby approves an Agreement between the Town of Southwest Ranches and EDJ Service LLC in substantially the same form as that attached hereto as Exhibit "B", for Town-Wide Right of Way Maintenance Services.

Section 4. In accordance with the Town Charter and the budget adopted in Ordinance No. 2019-002, the FY 2019-2020 budget is hereby amended as follows:

TRANSPORTATION FUND:

REVENUES:	INCREASE
Trans Fd: Transfer from the General Fund (101-0000-381-38101)	\$14,190

EXPENSES:

Trans Fd.: Landscaping –Maintenance Service (101-5100-541-46010)	\$ 9,088
Trans Fd.: Landscaping –Griffin Road Maint. (101-5100-541-53110)	\$ 5,102
TOTAL	\$14,190

GENERAL FUND:

REVENUES:	INCREASE
GF: Appropriated Unassigned Fund Balance (101-0000-381-38101)	\$14,190

EXPENSES:

GF: Transfer to Transportation Fund	\$14,190
-------------------------------------	----------

Section 5. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with EDJ Service LLC. 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 6. This Resolution shall take effect July 1, 2020.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this ____ day of _____, 2020, on a motion by _____ and
seconded by _____.

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
36944017.1

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Keith M. Poliakoff, JD, Town Attorney
Russell Muñiz, MMC, Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council

THRU: Andrew D. Berns, Town Administrator

FROM: December Lauretano-Haines, PROS Coordinator

DATE: May 14, 2020

SUBJECT: **A Resolution to ratify the Selection Committee's ranking of EDJ Service LLC as the highest qualified proposer for RFP 20-008 Town-Wide Right of Way Maintenance Services and approving an agreement.**

Recommendation

Council approval is requested to enter into a new contract for Town-Wide Right of Way Maintenance Services.

Issue

The current contract for Town-Wide Right of Way Maintenance Services expired in February 2020. Entry into a new agreement is required to continue with services.

Strategic Priority

This item supports the Town's Strategic Plan, Priority Area D, Goal 1D by aiming to improve the management and maintenance of public land.

Background

Since the Town's current contract for maintenance of Rights of Way was due to expire in 2020, Staff sought and received proposals for a new agreement for these services. A total of seven proposals were received. The Selection Committee reviewed the proposals and ranked six of the proposals to be responsive and responsible as follows (out of 300 total points; ranked highest to lowest):

1. EDJ Service LLC

278

2. Visualscape, Inc.	245
3. SFM Services, Inc.	239
4. Prestige Property Maintenance, Inc.	234
5. Casey's Lawn Service, Inc.	199
6. Superior Landscape	160

Fiscal Impact/Analysis

In Fiscal Year 2020, if approved, the EDJ Service LLC contract agreement increases the Town's Transportation Fund total annual expenditures for Right of Way Landscaping Maintenance from \$59,136 to \$71,281 and for Griffin Road Landscaping Maintenance from \$108,491 to \$120,049, respectively. This represents a total increased cost of \$38,087 annually. Over the term of the 5-year contract, the total increase will be \$190,435. Due to timing of contract commencement, the pro-rata impact for FY 2020, commencing July 1, 2020 (to Fiscal Year end) is \$14,190. Accordingly, a Budget amendment totaling \$14,190 is required as follows:

TRANSPORTATION FUND:

REVENUES: INCREASE

Trans Fd: Transfer from the General Fund (101-0000-381-38101) \$14,190

EXPENSES:

Trans Fd.: Landscaping –Maintenance Service (101-5100-541-46010) \$ 9,088

Trans Fd.: Landscaping –Griffin Road Maint. (101-5100-541-53110) \$ 5,102

TOTAL \$14,190

GENERAL FUND:

REVENUES: INCREASE

GF: Appropriated Unassigned Fund Balance (101-0000-381-38101) \$14,190

EXPENSES:

GF: Transfer to Transportation Fund \$14,190

Staff Contact:

December Lauretano-Haines, Contract Coordinator

Martin D. Sherwood, Town Financial Administrator

Comparison of Proposal Base Prices:

RFP 20-008 – ROW	SC Committee Ranking (300= total points possible)	Annual cost (Base Proposal)	5-year Total Cost
EDJ Service LLC	278	\$205,713	\$1,028,565
Visualscape, Inc.	245	\$262,840	\$1,314,200
SFM Services	239	\$288,704	\$1,443,520
Prestige	234	\$263,980	\$1,319,900
Casey's Lawn Service, Inc.	199	\$251,536	\$1,257,680
Superior Landscape	160	\$312,680	\$1,563,400

REQUEST FOR PROPOSALS

RFP No. 20-008

Town of Southwest Ranches
is seeking proposals for:

TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

Date issued/available for distribution: December 13, 2019

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

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

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

CAUTION

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

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

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

NOTICE TO CONTRACTORS

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

TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

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

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

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

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

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

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

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

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

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

CONTRACT DATA

Contract Title: Town-Wide Right of Way Maintenance Services

Contract Number: RFP No.: 20-008

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road
Southwest Ranches, FL 33330

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

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

RFP NO. 20-008
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SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

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

1.2 PURPOSE OF THE PROJECT

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

1.3 MANDATORY PRE-PROPOSAL CONFERENCE

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

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

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

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

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

1.4 QUALIFICATIONS OF PROPOSERS

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

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

1.5 OPPORTUNITY OFFERED

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

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

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

1.6 TIMETABLE

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

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

1.7 PROPOSAL SUBMISSION

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

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

Proposer Name
Address
Phone Number

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

RFP No.: 20-008

**TOWN-WIDE RIGHT OF WAY MAINTENANCE
SERVICES**

Due Date: Tuesday, January 28, 2020

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

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

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

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

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

1.8 CONTACT PERSON

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

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

1.9 ADDITIONAL INFORMATION/AMENDMENT(S)

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

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

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

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

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

1.10 PROCUREMENT CODE

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

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

1.11 CONE OF SILENCE

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

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

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

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

1.12 PUBLIC OPENING

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

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

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

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

1.13 DISCLAIMER

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

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

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

SECTION 2 TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

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

2.2 PROPOSAL FORMAT AND CONTENT

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

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

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

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

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

2.3 PROPOSAL SCHEDULE

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

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

2.4 MODIFIED PROPOSALS

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

2.5 WITHDRAWAL OF PROPOSAL

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

2.6 LATE PROPOSAL, LATE MODIFIED PROPOSAL

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

2.7 RFP POSTPONEMENT/CANCELLATION

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

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

2.8 COSTS INCURRED BY PROPOSERS

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

2.9 PROPRIETARY/CONFIDENTIAL INFORMATION

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

2.10 RIGHT TO PROTEST

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

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

2.11 RULES; REGULATIONS; LICENSING REQUIREMENTS

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

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

2.12 EVALUATION OF PROPOSALS

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

Proposals shall be evaluated based on the following point system:

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

2.13 PROFESSIONAL ORGANIZATIONS

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

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

2.14 AWARD

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

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

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

2.15 WRITTEN CONTRACT

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

2.16 ASSIGNMENT

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

2.17 CANCELLATION

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

2.18 RELATION TO PARTIES

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

2.19 COMPLIANCE WITH LAW

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

2.20 WAIVER OF LIABILITY

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

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

2.21 INDEMNIFICATION

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

2.22 SECONDARY/OTHER VENDORS

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

2.23 DEFAULT PROVISION

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

2.24 GOVERNING LAW

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

2.25 DISPUTES

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

2.26 REMEDIES FOR BREACH

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

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

2.27 PUBLIC RECORDS LAW

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

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

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

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

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

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

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

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

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

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

2.29 CONTRACT PROVISIONS (EXHIBIT "A")

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

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

2.30 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

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

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

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

2.31 INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

2.32 ADDITIONAL INSURANCE REQUIREMENTS

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

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

and

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

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

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

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

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

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

2.33 SECURITY AND BONDING REQUIREMENTS

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

2.34 COMMENCEMENT OF WORK

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

2.35 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

2.36 DISCLOSURE OF OWNERSHIP INTEREST

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

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

2.37 CONFLICT OF INTEREST

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

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

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

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

SECTION 3 CONTRACT

3.1 CONTRACT DOCUMENTS

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

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

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

3.2 CHANGES IN THE WORK

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

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

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

3.3 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5 SUSPENSION OF WORK AND TERMINATION

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

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

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

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

3.6 PAYMENT

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

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

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

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

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

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

3.7 METHOD OF PAYMENT

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

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

3.8 PHYSICAL CONDITIONS

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

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

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

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

SECTION 4 RESPONSIBILITIES

4.1 PROPOSER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

4.2 LANDSCAPE MAINTENANCE BASE STANDARDS

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

4.3 QUANTITY AND FREQUENCY OF MOWING AND MAINTENANCE SERVICES

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

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

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

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

4.4 EQUIPMENT

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

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

4.5 EQUIPMENT STORAGE AND MOBILIZATION

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

4.6 HOURS OF OPERATION

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

SECTION 5 SCOPE OR SERVICES

5.1 BACKGROUND

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

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

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

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

5.2 PROJECT LIMITS

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

5.3 ADDITIONS OR DELETIONS OF MAINTENANCE AREA

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

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

5.4 DAMAGE BY CONTRACTOR

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

5.5 CONTRACTOR'S PERSONNEL

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

5.6 CONTRACTOR'S VEHICLES

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

5.7 QUALITY OF SERVICES

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

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

5.8 ROUTINE MOWING / MAINTENANCE SCHEDULE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.9 ADDITIONAL MAINTENANCE SCHEDULE

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

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

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

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

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

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

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

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

5.9.6 Catch Basins.

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

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

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

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

5.10 MAINTENANCE AND FREQUENCY STANDARDS

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

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

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

B. Palm Trees.

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

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

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

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

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

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

- A. List. A written list of proposed chemicals shall include commercial name, application rates, type of usage along with the Material Safety Data Sheet for each chemical shall be submitted to the Town's Designee prior to commencement of the work. All proposed chemicals shall be approved by the Florida Department of Agriculture and used as per manufacturer's label. The Contractor will be required to maintain a copy of all documents, including all Material Safety Data Sheets, in his possession whenever applying chemicals within the Town.
- B. Records. Records must be kept and retained (with copies provided to the Town's Designee included with the monthly invoice) as prescribed by law for the use of pesticides of all operations. Records must include: dates, times, methods of applications, chemical formulations, applicators names and weather conditions.
- C. Application. Chemicals shall be applied using methods which prevent drifting onto adjacent property and preventing any toxic exposure to persons or property whether or not they are in or near the Project. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.
- D. Damage. Any soil, sod or plants contaminated or damaged by misuse of chemicals, as determined by the Town's Designee, shall be removed and replaced, at Contractor's expense.

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

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

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

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

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

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

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

SECTION 6 GENERAL REQUIREMENTS

6.1 DISPOSAL

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

6.2 DEBRIS

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

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

6.3 TRAFFIC

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

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

6.4 LAWS AND PERMITS

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

6.5 COORDINATION WITH TOWN

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

6.6 COMPLETION OF TASK

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

6.7 ADDITIONAL SERVICES

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

6.8 REPAIRS

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

6.9 VANDALISM

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

6.10 STAGING

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

6.11 FORCE MAJEURE

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

6.12 UNIFORMS

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

SECTION 7 SPECIAL REQUIREMENTS

7.1 MEETING WITH TOWN

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

7.2 COMMUNICATION

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

7.3 ON CALL

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

7.4 EMERGENCY

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

SECTION 8 SPECIAL PROVISIONS

8.1 UNIT PRICES

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

8.2 PHYSICAL CONDITIONS

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

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

8.3 FREQUENCY OF SERVICE

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

8.4 METHOD OF OPERATION

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

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

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

SECTION 9 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

DAY. Shall mean calendar day, unless otherwise specified.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN. Town of Southwest Ranches, Florida.

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

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

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

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

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

APPENDIX A

PROPOSAL SCHEDULE

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

[illegible]**TOTAL BASE PROPOSAL PLUS ADD ALTERNATIVE**

\$_____

Proposer_____

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

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

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

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

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

[Remainder of page intentionally left blank]

PROPOSER INFORMATION

NAME: _____

ADDRESS: _____

FEIN: _____

LICENSE NUMBER: _____ STATE OR COUNTY: _____

LICENSE TYPE: _____
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

PROPOSER'S ADDRESS: _____

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

PROPOSER'S EMAIL ADDRESS: _____

By: _____

Name of Corporation/Entity

Address of Corporation/Entity

Signature of President or Authorized Principal

By: _____

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

**APPENDIX “B”
PROPOSAL FORMS**

SERVICE CATEGORIES/MAINTENANCE LOCATIONS/ZONES

SERVICE CATEGORY A:

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

Zone 1. GRIFFIN ROAD EAST

ROW: Flamingo Rd. to SW 148 Ave.

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

Zone 2. GRIFFIN ROAD WEST

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

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

SERVICE CATEGORY B:

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

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

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

SERVICE CATEGORY C:

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

Zone 4. Griffin Rd. West

US 27 to Holiday Park entrance

Zone 4a. Dykes Road Median at Sheridan Street

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

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

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

- Zone 25. SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side
- Zone 26. SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.), South side
- Zone 27. SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail), South side, portion of north side, median
- Zone 28. SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.), North side
- Zone 29. SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.) to SW 127 Ave. (Appaloosa Trail), North and south sides, intersection, various
- Zone 30. SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side
- Zone 31. SW 51 Manor swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)
- Zone 32. SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only
- Zone 44. SW 210 Terrace drainage swale

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SERVICE CATEGORIES/MAINTENANCE FREQUENCIES*

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

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

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

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

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

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

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

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

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)

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

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

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

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

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

PROPOSAL SIGNATURE

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

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

COMPANY NAME: _____

OTHER REQUIRED SIGNATURES AND SUBMITTALS

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

PROPOSAL SECURITY

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

CONTRACTOR QUALIFICATIONS

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

CONFLICTS OF INTEREST

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

[Remainder of page intentionally left blank]

APPENDIX C
DISCLOSURE OF OWNERSHIP INTEREST

TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF _____

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

1. Affiant appears herein as:

☐ an individual or

☐ the _____ of _____.

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

2. Affiant's address is:

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

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

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

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

AFFIANT FURTHER SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

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

Notary Public

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

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.

Address

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

**APPENDIX D
DRUG FREE WORKPLACE**

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

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

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

PROPOSER'S SIGNATURE: _____

PROPOSER: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

PROPOSER: _____

By: _____

(Printed Name)

(Title)

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

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

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

**APPENDIX F
NON-COLLUSION AFFIDAVIT**

State of _____) ss:

County of _____)

_____ being first duly sworn deposes and says that:

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

[Signatures on next page]

PROPOSER: _____

By: _____

(Printed Name)

(Title)

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

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

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

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

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that _____, as Principal or Owner of (Company name) _____, is hereby authorized to execute the Proposal dated _____ 20____, to the Town of Southwest Ranches and his execution thereof, attested by the undersigned, shall be the official act and deed of _____ . (Company Name)

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

Secretary:

(SEAL)

PROPOSER: _____

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

State of _____)

) ss:

County of _____)

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

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

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

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

Secretary:

(SEAL)

PROPOSER:_____

APPENDIX I
CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)

) ss:

County of _____)

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

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

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

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

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

Secretary:
(SEAL)

PROPOSER: _____

APPENDIX J
CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____)
) ss:
County of _____)

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

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

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

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

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

Secretary:
(SEAL)

PROPOSER:_____

**APPENDIX K
PROPOSAL BOND**

Bond No. _____

BID BOND

State of _____)

) ss:

County of _____)

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____, as Principal, and _____

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

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

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

NOW, THEREFORE,

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

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

[Signatures on next page]

PROPOSER: _____

By: _____

Title: _____

IN PRESENCE OF: _____

(Individual or Partnership Principal)

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

SURETY: _____

By: _____

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

IMPORTANT

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

Countersigned by Florida Agent:

Name: _____

Date: _____

APPENDIX L
GOVERNMENTAL CONTACT INFORMATION

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON

PROPOSER: _____

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

TO THE TOWN OF SOUTHWEST RANCHES:

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

ATTEST

CONTRACTOR

BY: _____

Print Name

Date: _____

PROPOSER: _____

APPENDIX N
PROPOSER CONFIRMATION OF QUALIFICATIONS

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

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

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

Proposer: _____

Proposer's Name: _____

Proposer's Address: _____

Proposer's Phone Number: _____

Proposer's Email: _____

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

[Signatures on next page]

PROPOSER: _____

State of Florida

County of _____

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

WITNESS my hand and official seal.

NOTARY Public Records of _____ County, Florida

Notary Signature

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

PROPOSER: _____

APPENDIX O
PROPOSER EXPERIENCE QUESTIONNAIRE

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

List comparable contract experience and client references:

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

PROPOSER: _____

**APPENDIX P
SUB-CONTRACTOR LIST**

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

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

PROPOSER:_____

**APPENDIX Q
ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No.1 _____

Addendum No.2 _____

Addendum No.3_____

Addendum No.4_____

[Remainder of page intentionally left blank]

APPENDIX R
LIABILITY CLAIMS

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

1. Name and Location of project: _____

2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____
3. Nature of Claim: _____

4. Date of Claim: _____
5. Resolution Date of Claim and how resolved: _____

6. If applicable:
 - a. Court Case Number: _____
 - b. County: _____
 - c. State: _____

PROPOSER: _____

APPENDIX S
W-9

INSERT W-9

APPENDIX T
PROOF OF INSURANCE

INSERT PROOF OF INSURANCE

APPENDIX U
ANTI-LOBBYING CERTIFICATION FORM

1. The prospective participant certifies to the best of his or her knowledge and belief, that:

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

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

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

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

Organization: _____

Street address: _____

City, State, Zip: _____

Certified By: _____
(type or print)

Title: _____

Signature: _____ Date: _____

APPENDIX V
STATEMENT OF NO RESPONSE

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

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

REASONS

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

Explanation: _____

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

Desire to receive future Town solicitations? ☐ Yes ☐ No

COMPANY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____ DATE: _____

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

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

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

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

B. FEDERAL CLEAN AIR AND WATER ACTS

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

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

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

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

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

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

E. BUY AMERICAN ACT

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

F. SUSPENSION AND DEBARMENT

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

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

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

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the

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

I. NONDISCRIMINATION

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

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

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

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

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

L. CONFLICTS OF INTEREST

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

M. FLORIDA BUILDING CODE (FBC)

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

N. VIOLATIONS OF LAW

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

O. VERIFICATION OF EMPLOYMENT STATUS

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

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

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

Q. PROCUREMENT OF RECOVERED MATERIALS

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

R. DAVIS-BACON ACT REQUIREMENTS

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

EXHIBIT “A”



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FOR

RFP NO.: 20-008

TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

AGREEMENT FOR

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

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

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

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

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

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

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

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

Section 1: Scope of Services

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

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

Section 2: Term of this Agreement and Agreement Time

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

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

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

Section 3: Compensation & Method of Payment

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

Section 4: Assignment

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

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

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

Section 6: Insurance

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

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

And

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

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

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

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

6.6 Contractor shall carry the following minimum types of Insurance:

- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

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

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

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

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

And

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

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

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

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

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

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

Section 7: Copyrights and Patent Rights

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

Section 8: Laws and Regulations

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

Section 9: Taxes and Costs

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

Section 10: Indemnification

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

Section 11: Non-discrimination

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

Section 12: Sovereign Immunity

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

Section 13: Prevailing Party Attorneys' Fees

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

Section 14: No Third-Party Beneficiaries

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

Section 15: Funding

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

Section 16: Manner of Performance

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

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

Section 17: Public Records

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

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

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

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

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

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

Section 18: Termination

The Agreement may be terminated upon the following events:

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

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

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

Section 19: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this section by Contractor shall result in Town's immediate termination of this Agreement.

Section 20: Use of Awarded Proposal by Other Governmental Units

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

Section 21: Change Orders and Modification of Agreement

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

Section 22: No Waiver of Rights

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

Section 23: Jurisdiction and Venue

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

Section 24: WAIVER OF RIGHT TO JURY TRIAL

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

Section 25: Gender

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

Section 26: Time is of the Essence

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

Section 27: Days

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

Section 28: Written Mutual Agreement

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

Section 29: No Amendment or Waiver

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

Section 30: Severability

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

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

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

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

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

Section 32: Notice

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

If to Town:

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

With a copy to:

Keith M. Poliakoff, Esq.

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

If to Contractor:

Section 33: Miscellaneous

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

CONTRACTOR:

By: _____

_____, _____(title)

____ day of _____ 202__

TOWN OF SOUTHWEST RANCHES

By: _____

Doug McKay, Mayor

____ day of _____ 202__

By: _____
Andrew D. Berns, Town Administrator

____ day of _____ 202__

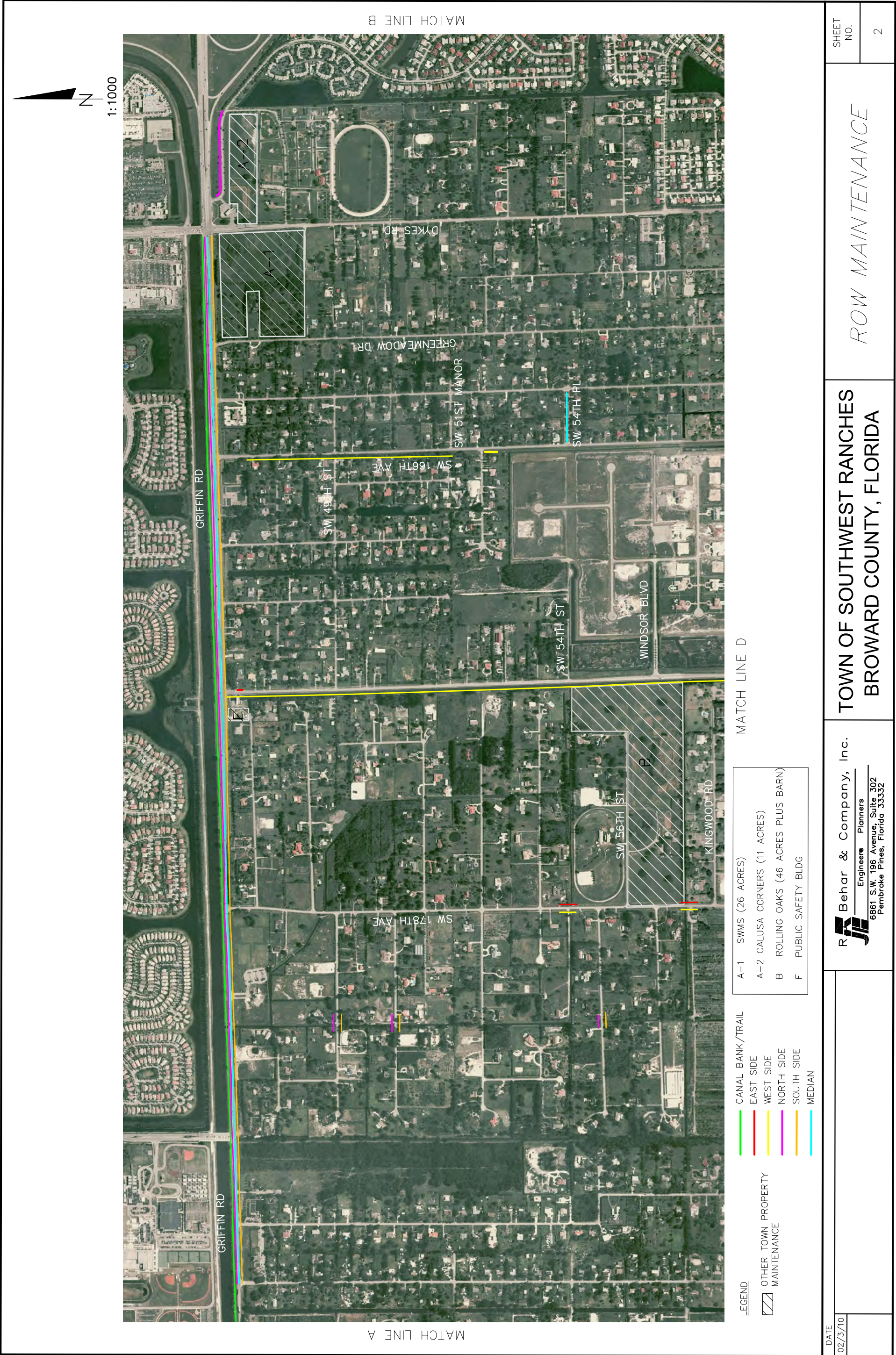
ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney







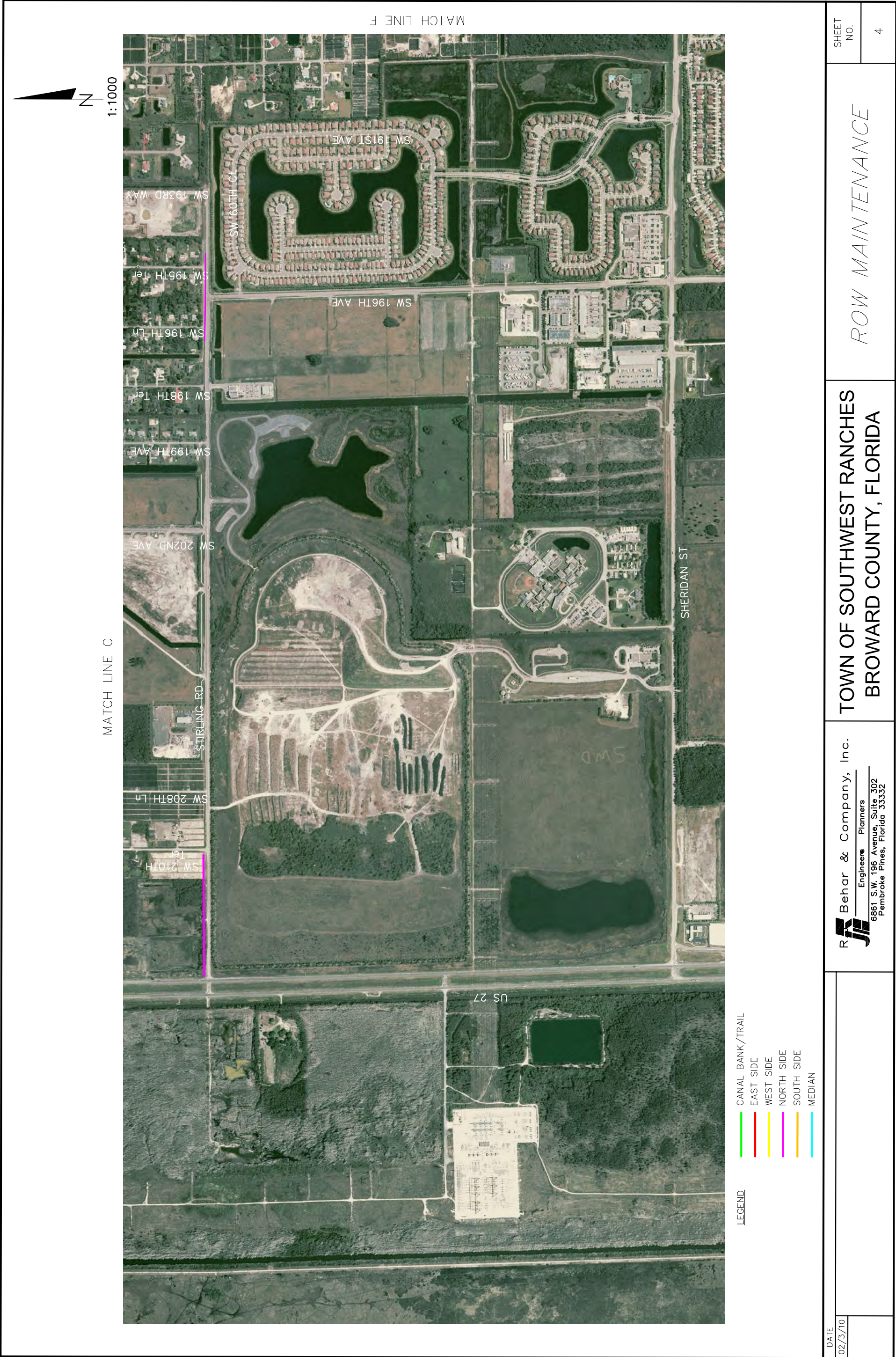
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WEST SIDE
NORTH SIDE
SOUTH SIDE
MEDIAN

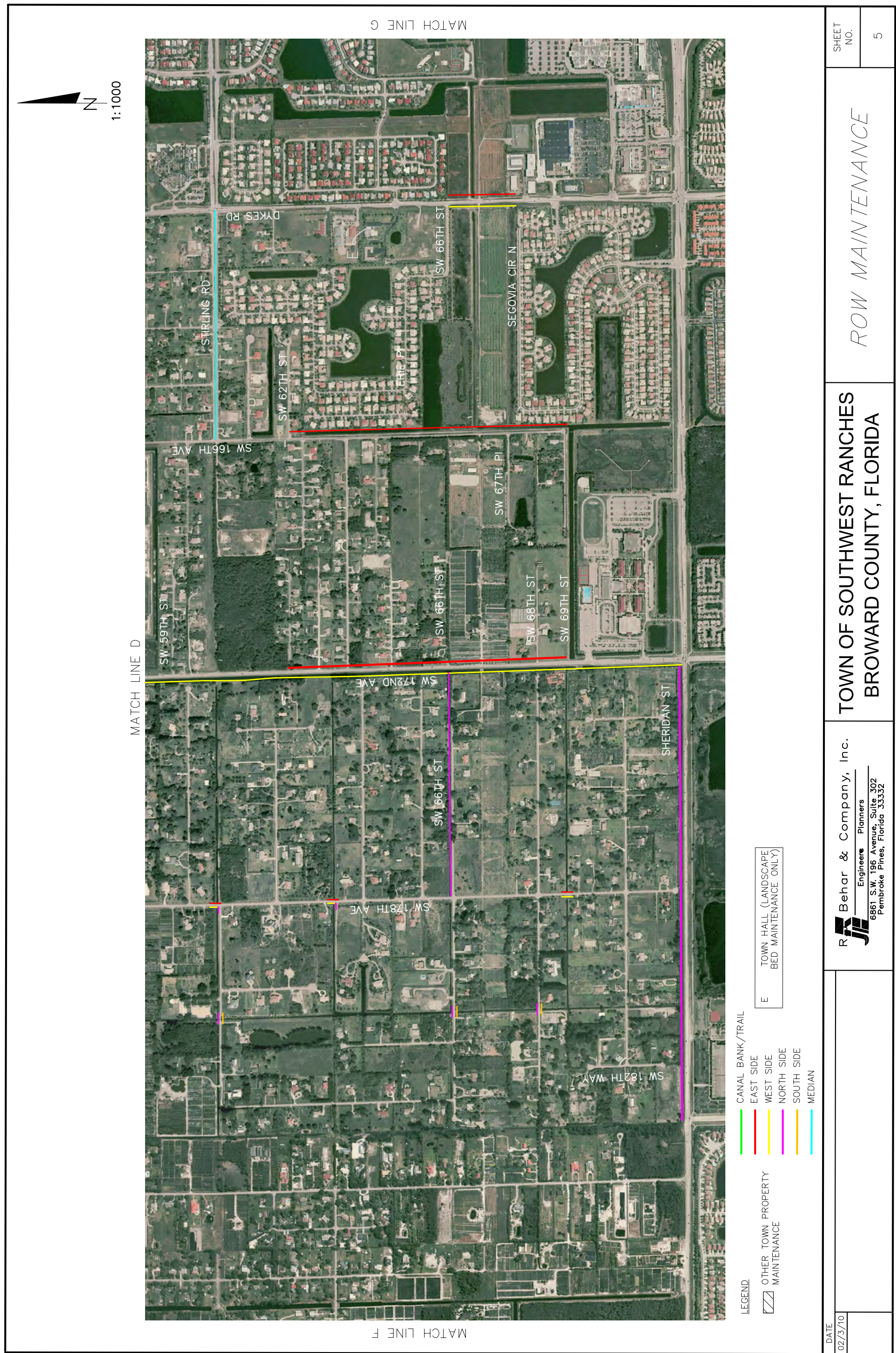
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TRIMMING & MAINTENANCE NORTH SIDE

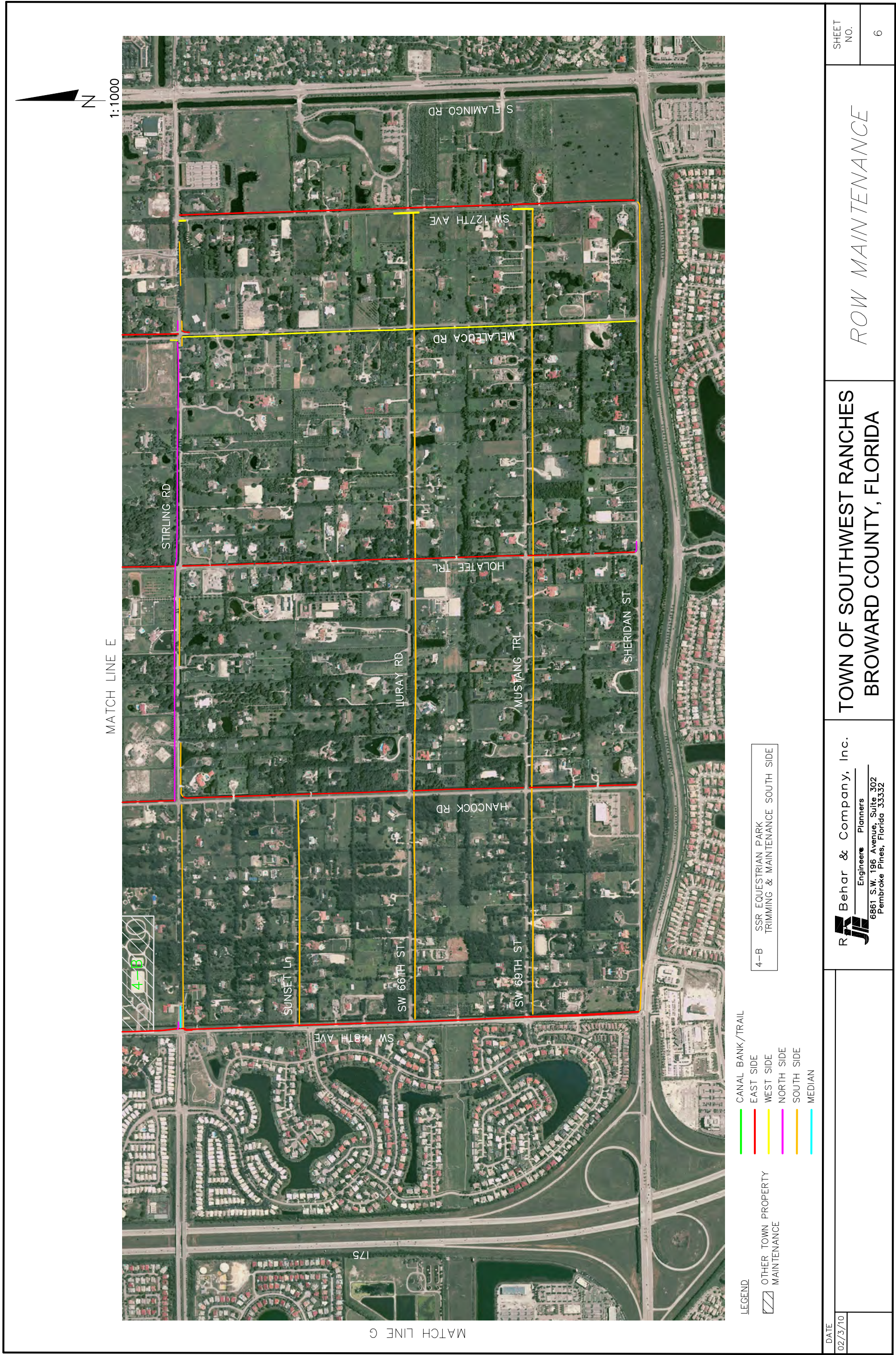
C TRAIL SIDE PARK

RRJ Behar & Company, Inc.
Engineers Planners
6861 S.W. 196 Avenue, Suite 302
Pembroke Pines, Florida 33332

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

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Doug McKay, Mayor
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: December Lauretano-Haines, PROS Manager
DATE: 5/14/2020
SUBJECT: TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

Recommendation

Council approval is requested to enter into a new contract for Town-Wide Irrigation Maintenance and Repair Services.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

D. Improved Infrastructure

Background

Since the Town's current contract for Irrigation Maintenance and Repair was due to expire in 2020, Staff sought and received proposals for a new agreement for these services. A total of five proposals were received and the Selection Committee reviewed the proposals. The Committee ranked four (4) of the proposals to be responsive and responsible as follows (out of 300 total points; ranked highest to lowest):

- | | |
|--|-----|
| 1. Budget Sprinkler Repair, LLC | 253 |
| 2. Prestige Property Maintenance, Inc. | 219 |
| 3. TWQ Landscaping, Inc. | 217 |
| 4. Casey's Lawn Service, Inc. | 168 |

Fiscal Impact/Analysis

If approved, the Budget Sprinkler Repair, LLC. contract agreement decreases the Town's General Fund and Transportation Fund total annual expenditures for Parks and Property Irrigation Maintenance from \$9,000 to \$7,200 and for Griffin Road Irrigation Maintenance from \$21,600 to \$16,920, respectively. This ultimately represents a decreased cost of \$6,480 annually. Over the term of the 5-year contract, the total decrease will be \$32,400.

However, anticipated costs of repair are expected to cancel out annual savings. Due to the timing of contract commencement (May 1, 2020 - 5 months), the projected impact for FY 2020 is \$4,230. Additional expenditures anticipated and currently allocated for cost of monthly parts and repair are estimated at \$1262. Therefore, total projected impact is \$8,016 (\$4,230 + \$3,786). Whereas the amount available is within the current year budget threshold, no budget adjustment is required at this time.

Due to the age and known issues of the Town's systems, any extraordinary irrigation system repair expenditures established as necessary by Budget Sprinkler Repair, LLC after commencing the contractual commitment will be brought forward for Council consideration at a later date.

Comparison of Proposal Base Prices:

RFP 20-006 – Irrigation	SC Committee Ranking (300 = total points possible)	Annual cost (Base Proposal)	5-year Total Cost
Budget Sprinkler Repair, LLC	251	\$24,120.00	\$120,600
Prestige Property Maintenance, Inc.	219	\$33,840.00	\$169,200
TWQ Landscaping, Inc	217	\$28,260.00	\$141,300
Casey's Lawn Service, Inc.	168	\$49,440.00	\$247,200

Staff Contact:

December Lauretano-Haines, Contract Coordinator
Martin D. Sherwood, Town Financial Administrator
Venessa Redman, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
Irrigation Maintenance Reso - TA Approved	5/8/2020	Resolution
Staff Memo	4/15/2020	Executive Summary

RESOLUTION NO. 2020 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF BUDGET SPRINKLER REPAIR, LLC AS THE LOWEST PRICED MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR TOWN-WIDE IRRIGATION MAINTENANCE AND REPAIR SERVICES; APPROVING AN AGREEMENT WITH BUDGET SPRINKLER REPAIR, LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES TO PROVIDE TOWN-WIDE IRRIGATION MAINTENANCE SERVICES TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in December 2019, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 20-006 seeking Town-Wide Irrigation Maintenance Services; and

WHEREAS, on January 28, 2020, the Town received proposals from four responsive and responsible proposers; and

WHEREAS, on February 4, 2020, at an advertised public hearing, the Town's Selection Committee ("SC") reviewed the four (4) proposals, and ranked Budget Sprinkler Repair, LLC as the lowest most responsive and responsible proposer; and

WHEREAS, the Town Council hereby approves the ranking of the SC and authorizes the Town Administrator to enter into an agreement with Budget Sprinkler Repair, LLC; and

WHEREAS, the project is funded in the current fiscal year 2019-2020, and the Town desires to provide funds for this project from its General Fund; and

WHEREAS, Budget Sprinkler Repair, LLC and the Town desire to enter into an Agreement for the provision of Town-Wide Irrigation Maintenance and Repair Services 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. After reviewing all the information provided, the Town Council hereby approves the selection of Budget Sprinkler Repair, LLC, as the lowest priced most responsive and responsible proposer, for Town-Wide Irrigation Maintenance and Repair Services.

Section 3. The Town Council hereby approves an Agreement between the Town of Southwest Ranches and Budget Sprinkler Repair, LLC in substantially the same form as that attached hereto as Exhibit "B", for Town-Wide Irrigation Maintenance and Repair Services.

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with Budget Sprinkler Repair, LLC 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 5. This Resolution shall take effect on July 1, 2020.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this ____ day of _____, 2020, on a motion by _____ and
seconded by _____.

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
36944170.1

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

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Doug McKay, Mayor
Dee Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muñiz, MMC, Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council

THRU: Andrew D. Berns, Town Administrator

FROM: December Lauretano-Haines, PROS Manager

DATE: May 14, 2020

SUBJECT: **A Resolution to ratify the Selection Committee's ranking of Budget Sprinkler Repair, LLC as the highest qualified proposer for RFP 20-006 Town-Wide Irrigation Maintenance and Repair Services and approving an agreement.**

Recommendation

Council approval is requested to enter into a new contract for Town-Wide Irrigation Maintenance and Repair Services.

Issue

The current contract for Town-Wide Irrigation Maintenance and Repair Services expired in February 2020. Entry into a new agreement is required to continue with services.

Strategic Priority

This item supports the Town's Strategic Plan, Priority Area D, Goal 1D by aiming to improve the management and maintenance of public land.

Background

Since the Town's current contract for Irrigation Maintenance and Repair was due to expire in 2020, Staff sought and received proposals for a new agreement for these services. A total of five proposals were received and the Selection Committee reviewed the proposals. The Committee ranked four (4) of the proposals to be responsive and responsible as follows (out of 300 total points; ranked highest to lowest):

1. Budget Sprinkler Repair, LLC 253

2. Prestige Property Maintenance, Inc.	219
3. TWQ Landscaping, Inc.	217
4. Casey's Lawn Service, Inc.	168

Fiscal Impact/Analysis

If approved, the Budget Sprinkler Repair, LLC. contract agreement decreases the Town's General Fund and Transportation Fund total annual expenditures for Parks and Property Irrigation Maintenance from \$9,000 to \$7,200 and for Griffin Road Irrigation Maintenance from \$21,600 to \$16,920, respectively. This ultimately represents a decreased cost of \$6,480 annually. Over the term of the 5-year contract, the total decrease will be \$32,400.

However, anticipated costs of repair are expected to cancel out annual savings. Due to the timing of contract commencement (July 1, 2020 - 3 months), the projected impact for FY 2020 is \$4,230. Additional expenditures anticipated and currently allocated for cost of monthly parts and repair are estimated at \$1262. Therefore, total projected impact is \$8,016 (\$4,230 + \$3,786). Whereas the amount available is within the current year budget threshold, no budget adjustment is required at this time.

Due to the age and known issues of the Town's systems, any extraordinary irrigation system repair expenditures established as necessary by Budget Sprinkler Repair, LLC after commencing the contractual commitment will be brought forward for Council consideration at a later date.

Staff Contact:

December Lauretano-Haines, Contract Coordinator
Martin D. Sherwood, Town Financial Administrator

Comparison of Proposal Base Prices:

RFP 20-006 – Irrigation	SC Committee Ranking (300 = total points possible)	Annual cost (Base Proposal)	5-year Total Cost
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Casey's Lawn Service, Inc.	168	\$49,440.00	\$247,200

REQUEST FOR PROPOSALS

RFP No. 20-006

Town of Southwest Ranches
is seeking proposals for:

TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

Date issued/available for distribution: December 13, 2019

Proposer shall submit one (1) unbound original, six (6) bound copies of the completed Proposal, and one (1) electronic copy of the entire Proposal in a PDF or similar format, which must be received by the Budget and Procurement Office no later than **Tuesday, January 28, 2020, at 11:45 a.m.** local time. *See* Section 1.7 for mailing instructions.

Mandatory Pre-Proposal Conference : Tuesday, January 7, 2020 at 12:00 p.m. local time. *See* Section 1.3, of this RFP for the location of the Pre-Proposal Conference.

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

CAUTION

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

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

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

NOTICE TO CONTRACTORS

Sealed Proposals will be received by the Town of Southwest Ranches, Florida (“Town”), in the Budget and Procurement office, 13400 Griffin Road, Southwest Ranches, Florida, 33330, up to 11:45 a.m., local time, and opened in the Grand Oak Conference Room on Tuesday, January 28, 2020, for all material, labor, equipment and supplies necessary for:

TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

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

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

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

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

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

The Mandatory Pre-Proposal Conference will be held on Tuesday, January 7, 2020 at 12:00 p.m., in the Grand Oak Conference Room, 13400 Griffin Road, Southwest Ranches, Florida 33330.

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

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

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

CONTRACT DATA

Contract Title: Town Wide Irrigation Maintenance Services

Contract Number: RFP No.: 20-006

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road
Southwest Ranches, FL 33330

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

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

RFP NO. 20-006
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SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

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

1.2 PURPOSE OF THE PROJECT

The Department is soliciting proposals from qualified and experienced firms for all material, labor, equipment and supplies necessary for Irrigation Maintenance Services. Irrigation Maintenance Services, including but not limited to, irrigation maintenance, repair service, and other maintenance services as required.

1.3 MANDATORY PRE-PROPOSAL CONFERENCE

All Proposers are **required** to have a representative attend a Mandatory Pre-Proposal Conference, which will be held in the Town’s Grand Oak Conference Room or Council Chambers located at Town Hall on **Tuesday, January 7, 2020, at 12:00 p.m. local time.**

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

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

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

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

1.4 QUALIFICATIONS OF PROPOSERS

All Proposers to this RFP shall have demonstrated experience in irrigation maintenance services.

Evidence that the Proposer holds appropriate licenses to perform the work subject to this Proposal, and as required by Florida Statutes and local law, must be submitted along with

Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

1.5 OPPORTUNITY OFFERED

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

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

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

1.6 TIMETABLE

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

Activity	Date, Time and Location
RFP available for download on website	On or about: Tuesday, December 13, 2019 at: http://southwestranches.org/procurement
Mandatory Pre-Proposal Conference	12:00 p.m. local time, on Tuesday January 7, 2020 at Town’s Grand Oak Conference Room located at Town Hall.
Deadline for Submission of Written Comments/Questions	Tuesday, January 21, 2020, at the Office of the Procurement, 13400 Griffin Road, Southwest Ranches, FL 33330.
Deadline for Submission of Proposals	11:45 a.m. local time, on Tuesday, January 28, 2020, at the Office of the Procurement, 13400 Griffin Road, Southwest Ranches, FL 33330.
Public Opening	11:45 a.m. local time, on Tuesday, January 28, 2020, at the Grand Oak Conference Room, 13400 Griffin Road, Southwest Ranches, FL 33330.
Selection Committee meeting(s); and Oral Presentations (by invitation, if necessary)	Tuesday, February 4, 2020, 12:00 p.m. Wednesday, February 5, 2020, beginning at 12:00 p.m.
Award Date	Thursday, January 23, 2020.

1.7 PROPOSAL SUBMISSION

Proposals must be accompanied by a Cashier's Check or Proposal Bond made payable to the Town of Southwest Ranches in an amount not less than five percent (5%) of the base Proposal to guarantee a contract is promptly executed, Payment Bond, Performance Bond and Insurance Certificates are furnished. The return of Cashier's Checks or other cash security to Proposers shall be subject to the time periods for payment in the Florida Prompt Payment Act, Section 287.70, et seq. It is anticipated that Proposals will be opened at 11:45 a.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on Tuesday, January 28, 2020.

All Proposals must be submitted on 8 1/2 x 11-inch paper. One (1) unbound original and six (6) hard copies of the complete Proposal must be received by the Town no later than 11:45 a.m. local time on Tuesday, January 28, 2020. Proposers must also submit an electronic copy of the Proposal on CD or flash drive in PDF or similar format. The original and all copies must be submitted in a sealed envelope or container. The Proposers complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name

Address

Phone Number

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

RFP No.: 20-006

**TOWN-WIDE IRRIGATION MAINTENANCE
SERVICES**

Due Date: Tuesday, January 28, 2020

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

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

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

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

Facsimile or email submittals will not be accepted. Proposals delivered or received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is delivered or received will be resolved against the Proposer.

1.8 CONTACT PERSON

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

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

1.9 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e mail, U.S. Mail no later than Tuesday, January 21, 2019, to the address listed in this RFP Timetable (*See* Section 1.6) or fax number or e mail address listed for the Contact Person (*See* Section 1.8). The request must contain the proposer’s name, address, phone number, facsimile number and e mail address.

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

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

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

It is the sole responsibility of Proposer to routinely check for any Amendments that may have been issued prior to the deadline for submission of proposals. Town shall not be responsible for the completeness of any RFP package not downloaded from this website or purchased directly from the Department. A proposer may verify with the designated Contact Person (*See* Section 1.8) that proposer has received all Amendments to this RFP prior to the submission of its proposal.

1.10 PROCUREMENT CODE

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

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

1.11 CONE OF SILENCE

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

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

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

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

1.12 PUBLIC OPENING

A public opening, of Proposals, will take place on Tuesday, January 28, 2020, at 11:45 a.m. local time in the Town Grand Oak Conference Room.

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

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

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

1.13 DISCLAIMER

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

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

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

SECTION 2 TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

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

2.2 PROPOSAL FORMAT AND CONTENT

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

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

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

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

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

2.3 PROPOSAL SCHEDULE

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

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

2.4 MODIFIED PROPOSALS

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

2.5 WITHDRAWAL OF PROPOSAL

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

2.6 LATE PROPOSAL, LATE MODIFIED PROPOSAL

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

2.7 RFP POSTPONEMENT/CANCELLATION

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

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

2.8 COSTS INCURRED BY PROPOSERS

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

2.9 PROPRIETARY/CONFIDENTIAL INFORMATION

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

2.10 RIGHT TO PROTEST

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

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

2.11 RULES; REGULATIONS; LICENSING REQUIREMENTS

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

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

2.12 EVALUATION OF PROPOSALS

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

Proposals shall be evaluated based on the following point system:

Evaluation Criteria	Points
1. Price (Proposal Forms);	40

2. Experience and tenure of Proposer's assigned Project Manager or Work Crew Supervisor relative to this Proposal for Town Wide Irrigation Maintenance Services;	25
3. Proposed Management Plan for the Town, including commitment of dedicated crews and equipment to the Town, structure of services to be provided, including table or organization and auxiliary services, and compliance with 2 CFR 200.	10
4. Past and present performance including information disclosed by references;	10
5. Price of auxiliary services from Maintenance Proposal: Price List by Service;	10
6. Professional certifications and memberships.	5
TOTAL POINTS	100

2.13 PROFESSIONAL ORGANIZATIONS

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

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

2.14 AWARD

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

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

In the award of a Contract, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

2.15 WRITTEN CONTRACT

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

2.16 ASSIGNMENT

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

2.17 CANCELLATION

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

2.18 RELATION TO PARTIES

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

2.19 COMPLIANCE WITH LAW

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

2.20 WAIVER OF LIABILITY

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

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

2.21 INDEMNIFICATION

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

2.22 SECONDARY/OTHER VENDORS

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

2.23 DEFAULT PROVISION

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

2.24 GOVERNING LAW

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

2.25 DISPUTES

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

2.26 REMEDIES FOR BREACH

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

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

2.27 PUBLIC RECORDS LAW

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

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

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

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

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

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

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

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

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

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

2.29 CONTRACT PROVISIONS (EXHIBIT "A")

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

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

2.30 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

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

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

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

2.31 INSURANCE REQUIREMENTS

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

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

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

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

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

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

2.32 ADDITIONAL INSURANCE REQUIREMENTS

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

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

and

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

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

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

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

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

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

2.33 SECURITY AND BONDING REQUIREMENTS

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

2.34 COMMENCEMENT OF WORK

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

2.35 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

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

2.36 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit ("DOIA") must be completed on behalf of any individual or business entity that seeks to do business with the Town. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any

entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

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

2.37 CONFLICT OF INTEREST

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

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

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

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

SECTION 3 CONTRACT

3.1 UNIT PRICES

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

3.2 CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied

whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, or to any permits and conditions thereof, shall mean the latest standard specification, manual, code, laws, regulations or permit in effect at the time of executing the Contract, unless otherwise specifically stated.

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

3.3 CHANGES IN THE WORK

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

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

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

3.4 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

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

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

3.4.1 Change Order. The Contract may be changed only by a Change Order or Change Directive approved by the Town. Any increase or decrease in the Contract Price or adjustment

in the Contract Time shall be based on written notice, by the Contractor to the Town. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

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

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

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

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

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

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

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

3.5.4 Town May Correct Defective Work. If the Town issues notice, requiring correction of defective work and Contractor fails to do so within twenty-four (24) hours of notice, the Town may take all action necessary to correct the defect. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously. The Town reserves the right to deduct the cost to correct unacceptable workmanship along with \$100 per hour administrative costs from the Contractor's monthly invoice. Unacceptable work shall be deducted from the monthly invoice based on line items in the Proposal Forms.

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

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

3.6 SUSPENSION OF WORK AND TERMINATION

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

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

Upon thirty day (30) written notice to Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract at

the Town's convenience. In such case, Contractor shall be paid for all Work executed up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed.

3.7 PAYMENT

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

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

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

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

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

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

3.8 METHOD OF PAYMENT

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

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

3.9 PHYSICAL CONDITIONS

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

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

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

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

SECTION 4 RESPONSIBILITIES

4.1 PROPOSER'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

4.1.10 Sales Tax. As set forth in the terms of this RFP, Proposer shall pay all sales, consumer, use and other similar taxes and should not include taxes in Proposal prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Proposer to procure all necessary permits and licenses the cost of which shall be deemed included in the Proposal price.

4.2 IRRIGATION MAINTENANCE BASE STANDARDS

Prior to the commencement of the maintenance program, the Contractor shall have thirty (30) days from the execution of the contract to inspect the irrigation systems and prepare an initial inspection report cataloging existing damage, incorrect operation and coverage to the Town. After this initial inspection report, the Contractor shall be responsible for the integrity of the systems and repairs as referenced in Section 4.3.1, below.

4.3 MONTHLY REPORTS

Contractor shall provide to the Town's Designee written irrigation schedules and written monthly reports regarding the function of the irrigation systems, and itemizing all authorized repairs performed.

The Contractor's monthly invoice shall itemize all components replaced by the Contractor in accordance with unit prices set forth in the Contractor's proposal.

The Contractor shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering shall be the responsibility of the Contractor as described in Section 5.7 Quality of Services.

4.4 OPERATION AND MAINTENANCE OF IRRIGATION SYSTEM

The Contractor shall be responsible for the operation and maintenance of the automatic irrigation systems and for setting and adjusting the time clocks and water sensor devices to ensure proper watering of all plant material and turf in the landscape. The Contractor shall notify the Town's Designee of any sprinkler system malfunctions within 24 hours of the Contractor's observation of said malfunction(s).

4.4.1 Riser Repair. The Contractor shall be responsible for the labor and supervision for minor irrigation repairs to the risers, sprinkler heads, any lines up to and including two (2) inches in diameter, as required to keep the systems operating. Major repairs to main lines, pumps and intake piping and any incidental items shall be reimbursed by the Town. Reimbursable repair work shall require authorization by the Town's Designee prior to commencement.

4.4.2 Irrigation timers shall be checked at least once (1) per week or as may otherwise be required.

4.4.3 Monthly Maintenance. The Contractor shall, at least once (1) per month, fully operate all irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by the Contractor's operation shall be replaced with the same equipment and by the same manufacturer as originally installed unless otherwise approved by the Town's Designee.

4.4.4 Capacity. The irrigation shall be capable of providing 1½ inch of water to all turf and shrub beds each week or as often as required to provide for a uniform lush green landscape appearance. The systems shall be adjusted by the Contractor during the various seasons. The Contractor shall be required to make all repairs within a minimum twenty-four (24) hour time period or sooner as directed by the Town's Designee. Any form of damage to the irrigation systems must be reported to the Town's Designee in writing within 24 hours of discovery.

4.4.5 Drought Conditions. Contractor shall irrigate as necessary during periods of little or no rainfall using the automatic irrigation systems and any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimum health. Contractor is responsible for compliance with any water restrictions imposed by any local, county or state agencies.

4.4.6 Rust Inhibition. The Contractor shall add chemical injections for rust inhibition to the system(s) and will be responsible for monthly maintenance of chemicals, as needed or directed by the Town's Designee.

4.5 EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Proposer to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Proposer or anyone else to exercise this right. The Proposer shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

4.6 EQUIPMENT STORAGE AND MOBILIZATION

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

4.7 HOURS OF OPERATION

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

SECTION 5 SCOPE OF SERVICES

5.1 PROJECT LIMITS

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

5.2 ADDITIONS OR DELETIONS OF MAINTENANCE AREA

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

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

5.3 DAMAGE BY CONTRACTOR

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

5.4 CONTRACTOR'S PERSONNEL

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

5.5 CONTRACTOR'S VEHICLES

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

5.6 QUALITY OF SERVICES

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

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

SECTION 6 GENERAL REQUIREMENTS

6.1 DISPOSAL

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

6.2 LAWS AND PERMITS

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

6.3 COMPLETION OF TASK

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

6.4 ADDITIONAL SERVICES

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

6.5 REPAIRS

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

6.6 VANDALISM

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

6.7 STAGING

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

6.8 FORCE MAJEURE

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

6.9 UNIFORMS

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

SECTION 7 SPECIAL REQUIREMENTS

7.1 COMMUNICATION

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

Town reserves the right in its sole discretion to approve or disapprove selection of the Project Manager / Work Crew Supervisor.

7.2 EMERGENCY

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

SECTION 8 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

DAY. Shall mean calendar day, unless otherwise specified.

DEFECTIVE. An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, applicable codes, test or approval referred to in the Contract Documents, or has been damaged prior to Town's final payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN. Town of Southwest Ranches, Florida.

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

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

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

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

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

APPENDIX A- PROPOSAL SCHEDULE

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

[illegible]**TOTAL BASE PROPOSAL PLUS ADD ALTERNATIVE**

\$_____

Proposer_____

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

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

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

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

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

[Remainder of page intentionally left blank]

PROPOSER INFORMATION

NAME: _____

ADDRESS: _____

FEIN: _____

LICENSE NUMBER: _____ STATE OR COUNTY: _____

LICENSE TYPE: _____
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

PROPOSER'S ADDRESS: _____

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

PROPOSER'S EMAIL ADDRESS: _____

By: _____

Name of Corporation/Entity

Address of Corporation/Entity

Signature of President or Authorized Principal

By: _____

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

**APPENDIX “B”
PROPOSAL FORMS**

SERVICE CATEGORIES/MAINTENANCE LOCATIONS/ZONES

SERVICE CATEGORY A:

IRRIGATION MAINTENANCE - ROADS/MEDIANS/SWALES - GRIFFIN ROAD EAST

Zone 1. GRIFFIN ROAD EAST

ROW: Flamingo Rd. to SW 148 Ave.

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

Zone 2. GRIFFIN ROAD WEST

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

- a.) Medians – All
- b.) South swale – All

SERVICE CATEGORY D:

IRRIGATION MAINTENANCE - PARKS AND OTHER TOWN PROPERTY

Zone 34. Sunshine Ranches Equestrian Park – 20 acres

Zone 39. Town Hall – 2 acres

Location/ Zone	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Irrigation wet test and report	12	1	1	1	1	1	1	1	1	1	1	1	1

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

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

IRRIGATION MAINTENANCE – ROADS

Service Category	Location/ Zone #	Unit Price Per Service	Annual Price – (Frequencies as per “Maintenance Frequencies” sheets)
A	1	\$	\$
A	2	\$	\$
SUBTOTAL IRRIGATION MAINTENANCE – ROADS		\$	

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

IRRIGATION MAINTENANCE - PARKS AND OTHER FACILITIES

Service Category	Location/ Zone #	Location/Zone Name	Unit Price per service	Annual Price – (Frequencies as per “Maintenance Frequencies” sheets)
D	34	Sunshine Ranches Equestrian Park – 20 acres	\$	\$
D	1	Town Hall – <2 acres, with rust inhibition	\$	\$
SUBTOTAL IRRIGATION MAINTENANCE - PARKS AND OTHER FACILITIES			\$	
GRAND TOTAL – IRRIGATION MAINTENANCE PROPOSAL: PRICE LIST BY ZONE (BASE PROPOSAL):			\$	

PROPOSER’S SIGNATURE: _____

COMPANY NAME: _____

MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)

Item No.	Services	Unit	Unit Price
1.	Irrigation Supervisor	Per Square Foot	\$
2.	Irrigation Technician	Per Linear Foot (20' +/- width)	\$
3.	Irrigation Laborer	Per Square Foot	\$

IRRIGATION SYSTEM COMPONENTS (FURNISH AND INSTALL):

Item No.	Services	Unit	Unit Price
4.	Rainbird 6" Pop UP	Each	\$
5.	Corresponding Rainbird 6" nozzles as per plans/specs	Each	\$
6.	Rainbird 12" Pop UP	Each	\$
7.	Corresponding Rainbird 12" nozzles as per plans/specs	Each	\$
8.	Rainbird 1800 series– (06 -12)	Each	\$
9.	Corresponding 1800 series nozzles as per plans/specs	Each	\$
10.	Rainbird 5000 series – Rotor heads	Each	\$
11.	Corresponding 5000 series nozzles as per plans/specs	Each	\$
12.	Rainbird 7005 series – Rotor heads	Each	\$
13.	Corresponding 7005 series nozzles as per plans/specs	Each	\$
14.	Rainbird 8005 series – Rotor heads	Each	\$
15.	Corresponding 8005 series nozzles as per plans/specs	Each	\$
16.	Rainbird Talon series – Rotor heads	Each	\$
17.	Corresponding Talon series nozzles as per plans/specs	Each	\$
18.	Ell	Each	\$
19.	Funny pipe	Per foot	\$
20.	NDS 10" Round valve box	Each	\$
21.	NDS 12" X 17" Rectangular valve box	Each	\$
22.	Amtech 12" X 18" Rectangular valve box	Each	\$
23.	Rainbird 300 BPE Electric Remote	Each	\$

	Control Valves		
24.	Rainbird PGA series 2" Electric Remote Control Valves	Each	\$
25.	Rainbird 5LRC 5 1/2" quick coupling Valves	Each	\$
26.	Rainbird PEBPRS-D "Control Valve"	Each	\$
27.	Rainbird 200 series Electric Remote Control Valve	Each	\$
28.	Rainbird PRS Dial pressure regulating device	Each	\$

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

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

PROPOSAL SIGNATURE

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

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

COMPANY NAME: _____

OTHER REQUIRED SIGNATURES AND SUBMITTALS

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

PROPOSAL SECURITY

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

CONTRACTOR QUALIFICATIONS

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

CONFLICTS OF INTEREST

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

[Remainder of page intentionally left blank]

APPENDIX C
DISCLOSURE OF OWNERSHIP INTEREST

TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF _____

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

1. Affiant appears herein as:

☐ an individual or

☐ the _____ of _____.

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

2. Affiant's address is:

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

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

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

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

AFFIANT FURTHER SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

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

Notary Public

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

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.

Address

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

APPENDIX D
DRUG FREE WORKPLACE

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

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

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

PROPOSER'S SIGNATURE: _____

PROPOSER: _____

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

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

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

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

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

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

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

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

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

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

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

PROPOSER: _____

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

**APPENDIX F
NON-COLLUSION AFFIDAVIT**

State of _____) ss:

County of _____)

_____ being first duly sworn deposes and says that:

- (1) He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Bid price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

PROPOSER: _____

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

APPENDIX G
CERTIFICATE OF AUTHORITY (If Individual/Sole Proprietor)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that _____, as Principal or Owner of (Company name) _____, is hereby authorized to execute the Proposal dated _____ 20____, to the Town of Southwest Ranches and his execution thereof, attested by the undersigned, shall be the official act and deed of _____ . (Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Secretary:

(SEAL)

PROPOSER: _____

APPENDIX H
CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, _____, 20____, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this _____ day of _____, 20____.

Secretary:

(SEAL)

PROPOSER:_____

APPENDIX I
CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that a meeting of the Partners of the _____

A partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as of the Partnership, be and is hereby authorized to execute the Proposal dated _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the _____ shall be the official act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this __, day of _____, 20____.

Secretary:
(SEAL)

PROPOSER: _____

APPENDIX J
CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that a meeting of the Partners of the _____

A corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as of the Joint Venture, be and is hereby authorized to execute the Proposal dated _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this __, day of _____, 20____.

Secretary:
(SEAL)

PROPOSER:_____

**APPENDIX K
PROPOSAL BOND**

Bond No. _____

BID BOND

State of _____)

) ss:

County of _____)

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____, as Principal, and _____

_____, as Surety, are held and firmly bound unto the Town of Southwest Ranches, a municipal corporation of the State of Florida, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal, dated _____ 20__ for:

**“RFP No.: 20-006:
Town-Wide Irrigation Maintenance Services”**

NOW, THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternate
- (b) If said Proposal shall be accepted and the Principal shall properly execute and deliver to said Town the appropriate Contract Documents, including any required insurance and bonds, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Proposal, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

[Signatures on next page]

PROPOSER: _____

By: _____

Title: _____

IN PRESENCE OF: _____

(Individual or Partnership Principal)

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

SURETY: _____

By: _____

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Countersigned by Florida Agent:

Name: _____

Date: _____

APPENDIX L
GOVERNMENTAL CONTACT INFORMATION

Please list NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON

PROPOSER: _____

APPENDIX M
ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO THE TOWN OF SOUTHWEST RANCHES:

_____, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to _____'s failure to comply with such regulations.

ATTEST

CONTRACTOR

BY: _____

Print Name

Date: _____

PROPOSER: _____

APPENDIX N
PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request For Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the Proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request For Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposer s who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the Proposal Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer: _____

Proposer's Name: _____

Proposer's Address: _____

Proposer's Phone Number: _____

Proposer's Email: _____

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):

[Signatures on next page]

PROPOSER: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____ of _____ (Proposer), who is personally
known to me or who has produced _____ as identification and who did (did
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of _____ County, Florida

Notary Signature

Name of Notary Public: (Print, Stamp, or type as Commissioned)

PROPOSER: _____

APPENDIX O
PROPOSER EXPERIENCE QUESTIONNAIRE

The Proposer's response to this questionnaire will be utilized as part of the Town's Proposal Evaluation and Contractor selection. Proposers must have current licensures applicable to this type of work and must have experience on comparable work.

List comparable contract experience and client references:

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

PROPOSER: _____

**APPENDIX P
SUB-CONTRACTOR LIST**

In the form below, the Proposer shall list all Subcontractors to be used on this project if the Proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

<u>CLASSIFICATION OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>

PROPOSER:_____

APPENDIX Q
ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indicate receipt of any addendum by initialing below for each addendum received.

Addendum No.1 _____

Addendum No.2 _____

Addendum No.3_____

Addendum No.4_____

[Remainder of page intentionally left blank]

**APPENDIX R
LIABILITY CLAIMS**

Please list the following information for all Liability Claims for the past ten (10) years:

1. Name and Location of project: _____

2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____
3. Nature of Claim: _____

4. Date of Claim: _____
5. Resolution Date of Claim and how resolved: _____

6. If applicable:
 - a. Court Case Number: _____
 - b. County: _____
 - c. State: _____

PROPOSER: _____

APPENDIX S
W-9

INSERT W-9

APPENDIX T
PROOF OF INSURANCE

INSERT PROOF OF INSURANCE

APPENDIX U
ANTI-LOBBYING CERTIFICATION FORM

1. The prospective participant certifies to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: _____

Street address: _____

City, State, Zip: _____

Certified By: _____
(type or print)

Title: _____

Signature: _____ Date: _____

APPENDIX V
STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below and this form is returned to:

Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: vredman@southwestranches.org

REASONS

1. _____ Do not offer this product/service or equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment).

Explanation: _____

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? ☐ Yes ☐ No

COMPANY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____ DATE: _____

APPENDIX W
OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS (2 CFR 200
COMPLIANCE)

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable federal, state, county and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the

Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement. Respondents must be able and willing to comply with the Town's FEMA Compliant documentation submission requirements.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

EXHIBIT “A”



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FOR

RFP NO.: 20-006

TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

AGREEMENT FOR

“RFP No.: 20-006 TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of _____ 2020 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and _____ (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to contract for Town-wide Irrigation Maintenance Services (“Project”); and

WHEREAS, the Town advertised a Request For Proposals, RFP No. 20-006 on _____, 20__ (“RFP”); and

WHEREAS, __ Proposals were received by the Town on _____, 20__; and

WHEREAS, the Town has adopted Resolution No. 201_- _____ at a public meeting of the Town Council approving the recommended award and has selected _____ for award of the Project.

WHEREAS, Contractor’s Proposal is attached to this Agreement as Exhibit “A-1” and made a part hereof.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (“Work”). This Agreement, as well as all Exhibits, the RFP, the Contractor’s Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good workman practices for right-of-way maintenance services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.

- 1.3 By submitting its Proposal and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the sites and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

“RFP No.: 20-006 TOWN-WIDE IRRIGATION MAINTENANCE SERVICES”

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$_____Dollars (“Contract Price”).
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to delivered to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town. Nothing herein shall be construed as a waiver

of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.

- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by the Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of Town.

Section 4: Assignment

- 4.1 No assignment of this Agreement or the Work hereunder shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Contractor's Responsibility for Safety, Loss and Damage

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders, of any authority with jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.
- 5.2 Contractor shall also take reasonable steps to protect the Work and any adjacent or immediately surrounding property against all loss or damage, and shall promptly repair any damage done from any cause whatsoever. If such loss or damage is caused by Contractor's failure to properly protect or perform the Work, or is otherwise caused from Contractor's intentional or negligent actions or omissions, such repairs shall be without cost or expense to the Town. In the event that the loss or damage is caused solely by an employee or agent of the Town and could not reasonably be avoided by Contractor's reasonable efforts to protect the Work or surrounding property, then the Town and Contractor shall negotiate a reasonable cost to repair the damage, and such costs shall be accounted for

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and RFP.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of “A-” or better in accordance with A.M. Best’s Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

And

Broward County Board of County Commissioners
115 S Andrews Avenue
Fort Lauderdale, FL 33301

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor’s Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor’s insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer’s limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER’S COMPENSATION:** Worker’s Compensation Insurance is to apply to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. Contractor shall carry Worker’s Compensation Insurance with the statutory limits, which shall include employer’s liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and

One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- D. **ENVIRONMENTAL POLLUTION INSURANCE:** The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr
200 East Las Olas Boulevard, Suite 1000
Fort Lauderdale, Florida 33301

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses “Other Insurance Provisions” and “Insured Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town’s actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor’s obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement. Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 8: Laws and Regulations

Contractor agrees comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

Section 9: Taxes and Costs

All federal, state and local taxes relating to the Contractor’s Work under this Agreement and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Agreement shall be paid by the Contractor.

Section 10: Indemnification

To the fullest extent permitted by Florida law, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor’s duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assigns for the period which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

Section 12: Sovereign Immunity

Nothing in this Agreement is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability as provided for in Florida Statutes, as worded or amended and all Florida case law interpreting same.

Section 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 14: No Third-Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 15: Funding

The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with Local, state, county, and federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect

during the term of this Agreement. Contractor represents that all persons performing Work under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

Failure to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid **ONLY** for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.
- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to

terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

D. Termination for Lack of Funds. In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.

E. Immediate Termination by Town. In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 11 of this Agreement;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Town will not release Contractor from liability.

Section 19: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any

public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.” Violation of this section by Contractor shall result in Town’s immediate termination of this Agreement.

Section 20: Use of Awarded Proposal by Other Governmental Units

Contractor agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Contractor’s provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Agreement

Town and Contractor may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 22: No Waiver of Rights

Neither the Town’s review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town’s rights under this Agreement or of any causes of action arising out Contractor’s performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor’s negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town’s review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

Section 23: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

Section 24: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Agreement, CONTRACTOR and TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to, or arising out of THIS agreement.

Section 25: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include

the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 26: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Agreement.

Section 27: Days

The terms "days" as referenced in this Agreement shall mean consecutive calendar days.

Section 28: Written Mutual Agreement

This Agreement is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral which are merged herein.

Section 29: No Amendment or Waiver

This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect, or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Contractor and Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and Town hereby waive any rights to a trial by jury.

Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301

If to Contractor:

Section 33: Miscellaneous

- A. **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. **Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This

Agreement shall not constitute or make Town and Contractor a partnership or joint venture.

- D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.

- I. **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. **Truth-in-Negotiation Certificate.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2019.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____(title)
____ day of _____ 201_

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
____ day of _____ 201_

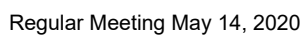
By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 201_

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

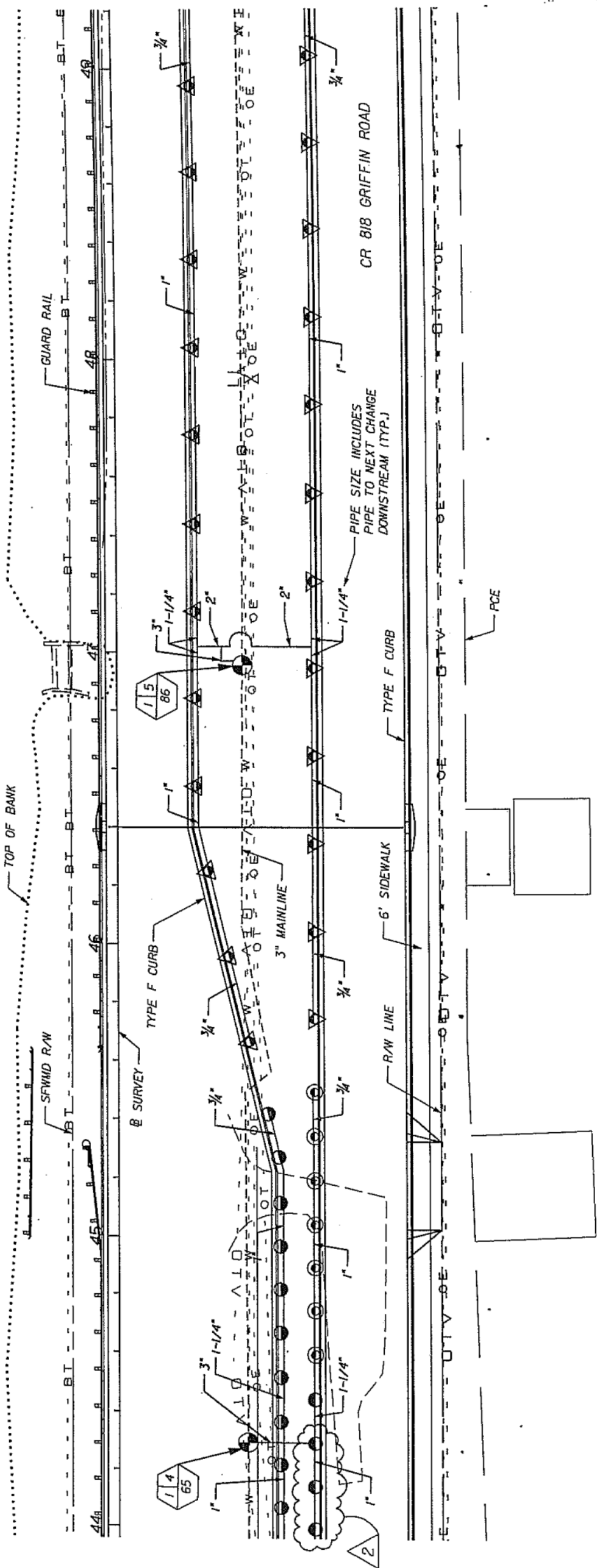
APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney






C-II CANAL



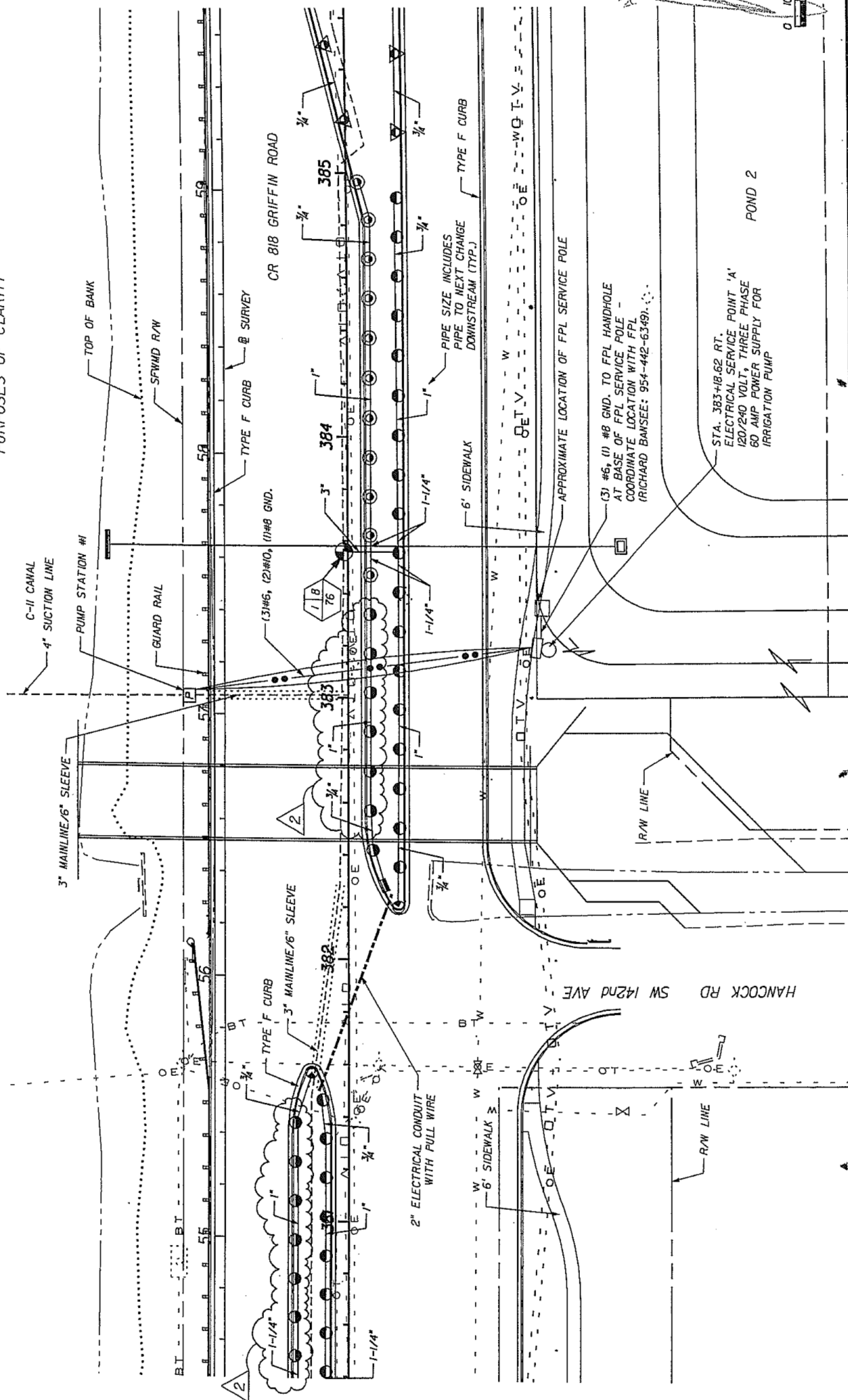
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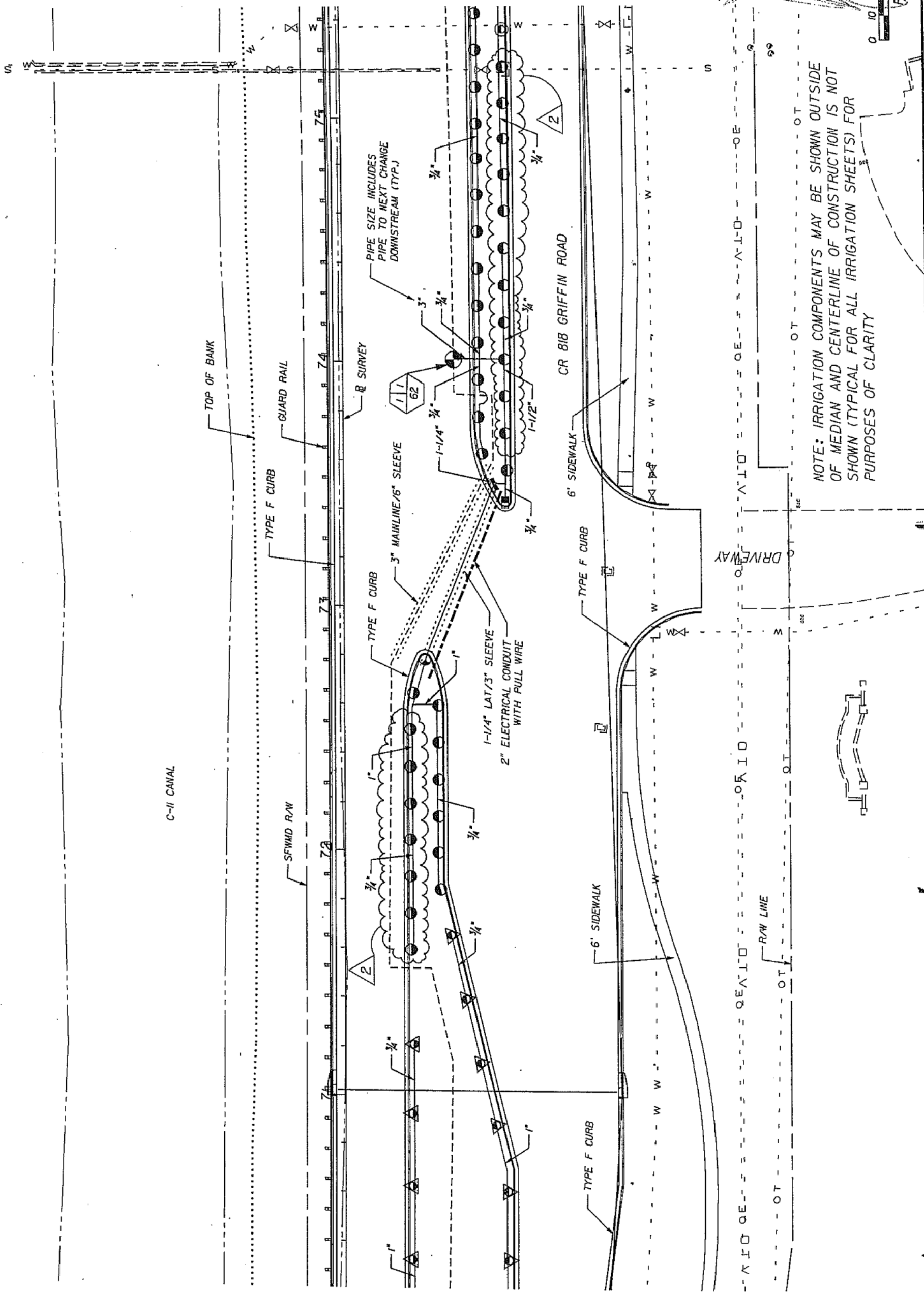
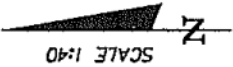
REVIEWS				STATE OF FLORIDA				IRRIGATION PLAN		SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	LD-41	
8-20-07	RJC	LANDSCAPE & IRRIGATION REVISIONS REQUESTED BY CITY				CR 818	BROWARD	227708-1-52-01		
						Landscape Architect Of Record: Robert J. Collier, RJA: #0077				
						Codleur Hearing				
						1934 Commerce Lane Suite 1 Jupiter, Florida 33458				
						561-747-6335 Fax 561-747-1377 Cert. of Auth. LC-0000239				
						Vendor No. 65-0270814				
										
08/27/2007 10:50:59 AM r:\projects-fda\project\227708\20\Irrigation\plan\LD39.dgn										



NOTE: IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE OF MEDIAN AND CENTERLINE OF CONSTRUCTION IS NOT SHOWN (TYPICAL FOR ALL IRRIGATION SHEETS) FOR PURPOSES OF CLARITY



REVISONS		DESCRIPTION		DATE		BY	
8-20-07	RJC	LANDSCAPE & IRRIGATION REVISIONS REQUESTED BY CITY					
<div>Landscaping Architect Of Records: Robert J. Collier, RLA: #067 Cotleur Hearing 1934 Commerce Lane Suite 1 Jupiter, Florida 33458 561-747-6336 Fax 561-747-1377 Cell. of Auth. LC-0000239 Vendor No. 65-0270814</div>							
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION				IRRIGATION PLAN			
ROAD NO.		COUNTY		FINANCIAL PROJECT ID		SHEET NO.	
CR 818		BROWARD		227708-1-52-01		LD-43	



NOTE: IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE OF MEDIAN AND CENTERLINE OF CONSTRUCTION IS NOT SHOWN (TYPICAL FOR ALL IRRIGATION SHEETS) FOR PURPOSES OF CLARITY

REVIEWS				STATE OF FLORIDA				IRRIGATION PLAN		SHEET NO.	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID			
8-20-07	RJC	LANDSCAPE & IRRIGATION REVISIONS REQUESTED BY CITY				CR 818	BROWARD	227708-1-52-01			LD-46

Landscape Architect Of Record: Robert J. Collier, RLA #4067

Cofleur Hearing

1934 Commerce Lane Suite 101
Fort Lauderdale, FL 33345
561-747-5335 Fax 561-747-1377
Cert. of Aud. 0000239
Vendor No. 65-027084

08/27/2007

10:11:59 AM

r:\projects\1601\hvac\hvac projects\227708\5201\hvac\hvac\plan\LD-46.dwg



C-II CANAL

TOP OF BANK

SEWARD R/W

GUARD RAIL

B SURVEY

TYPE F CURB

3" MAINLINE 6" SLEEVE

PIPE SIZE INCLUDES
PIPE TO NEXT CHANGE
DOWNSTREAM (TYP.)

TYPE F CURB

TYPE F CURB

2" ELECTRICAL CONDUIT
WITH PULL WIRE

CR 818 GRIFFIN ROAD

6' SIDEWALK

6' SIDEWALK

TYPE F CURB

DRIVEWAY

SW 133rd AVE

R/W LINE


R/W LINE

NOTE: IRRIGATION COMPONENTS MAY BE SHOWN OUTSIDE
OF MEDIAN AND CENTERLINE OF CONSTRUCTION IS NOT
SHOWN (TYPICAL FOR ALL IRRIGATION SHEETS) FOR
PURPOSES OF CLARITY



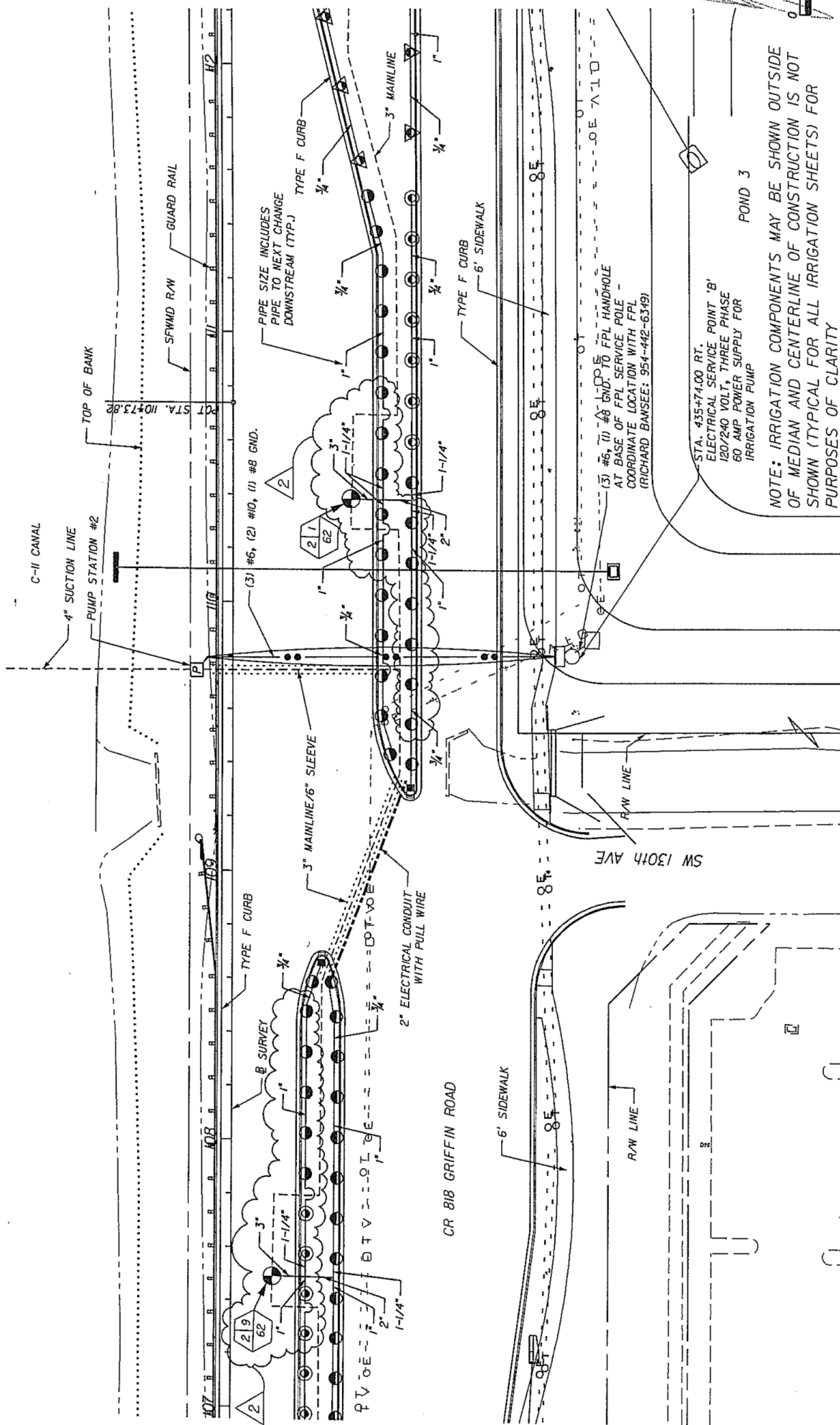
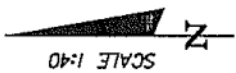
REVISIONS		DESCRIPTION	
DATE	BY	DESCRIPTION	DATE
8-20-07	R/C	LANDSCAPE & IRRIGATION REVISIONS REQUESTED BY CITY	

Landscaped Architect of Record: Robert J. Collier, RLA: #0067

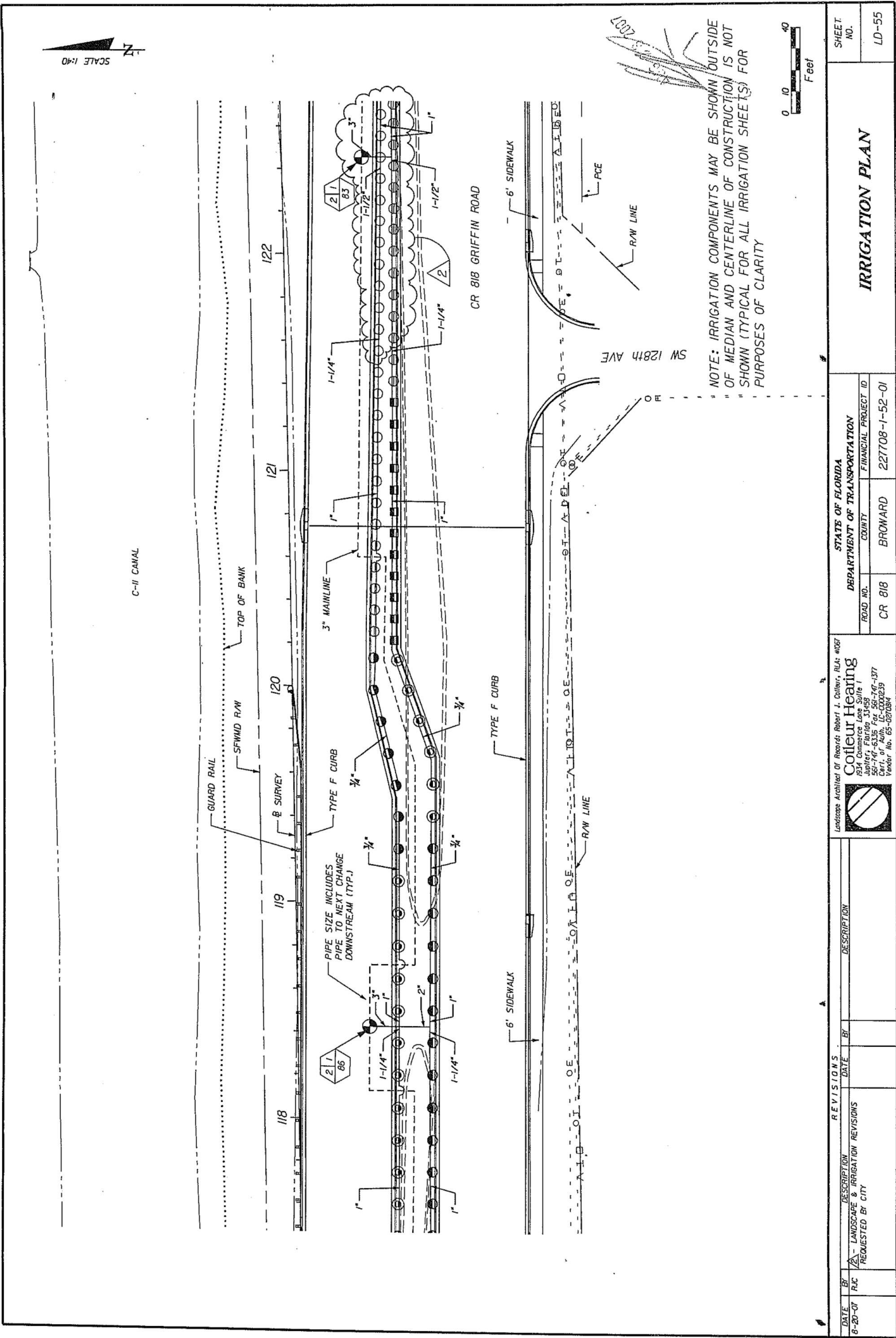
**Collier Hearing**
1934 Commerce Lane, Suite 1
Jupiter, Florida 33458
561-747-6336 Fax: 561-747-1377
Cert. of Auth. IC-0002939
Vendor No. 65-0270814

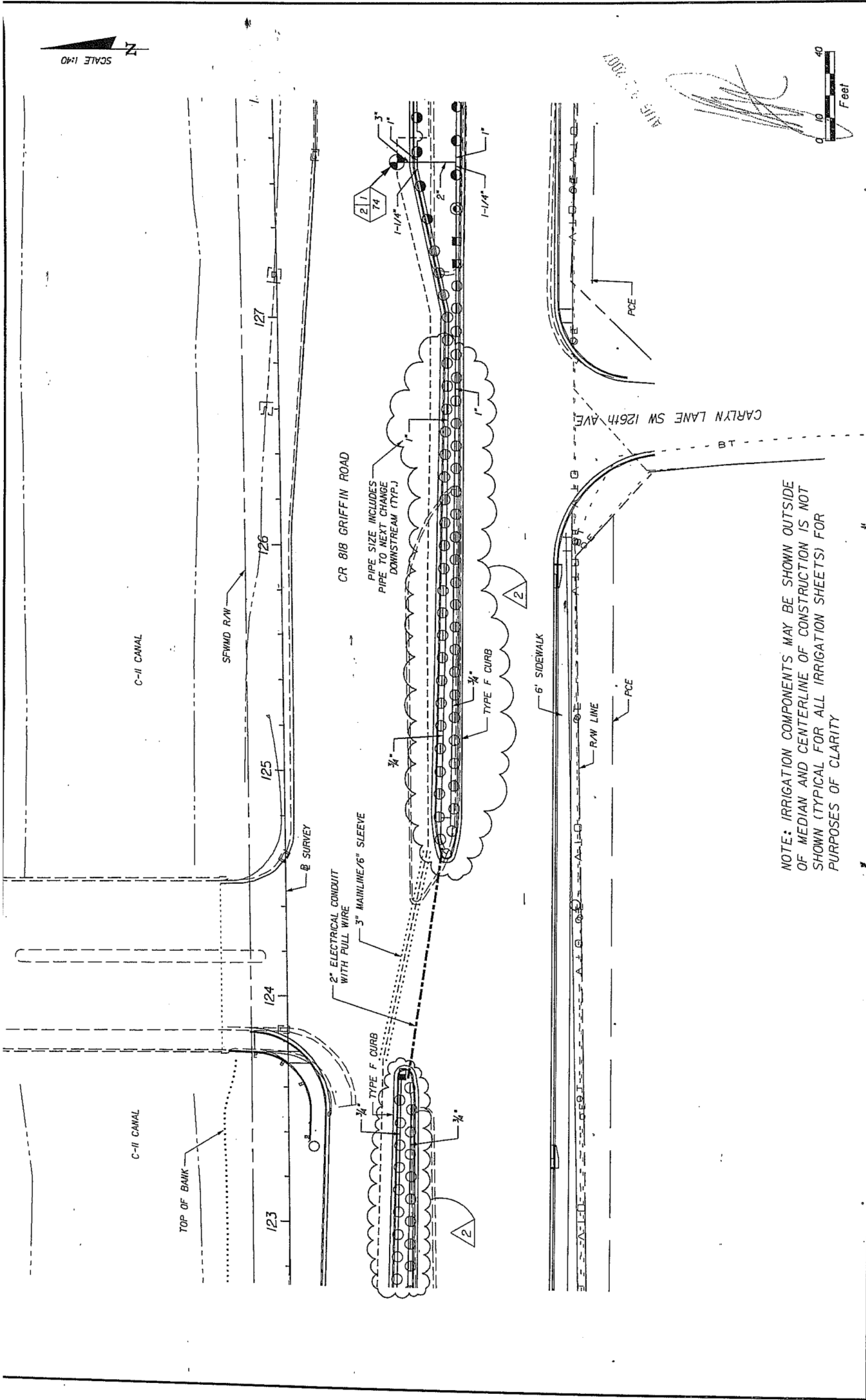
STATE OF FLORIDA	
DEPARTMENT OF TRANSPORTATION	
ROAD NO.	COUNTY
CR 818	BROWARD
FINANCIAL PROJECT ID	
227708-1-52-01	

IRRIGATION PLAN	
SHEET NO.	LD-50



REVISIONS				STATE OF FLORIDA		DEPARTMENT OF TRANSPORTATION		IRRIGATION PLAN		SHEET NO.	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	CR 818	BROWARD	227708-1-52-01
8-20-07	RJC	LANDSCAPE & IRRIGATION REVISIONS REQUESTED BY CITY									
				Cottler Hearing		Landscape Architect Of Record: Robert J. Cottler, R.L.A. #0067		PROJECT NO. 227708-1-52-01		SHEET NO. LD-53	
				1934 Commerce Lane, Suite 1		Ft. Lauderdale, FL 33309		Phone: 561-747-5335 Fax: 561-747-3377		Cert. of Auth. 0000239	
				Version No. 65-0270814							

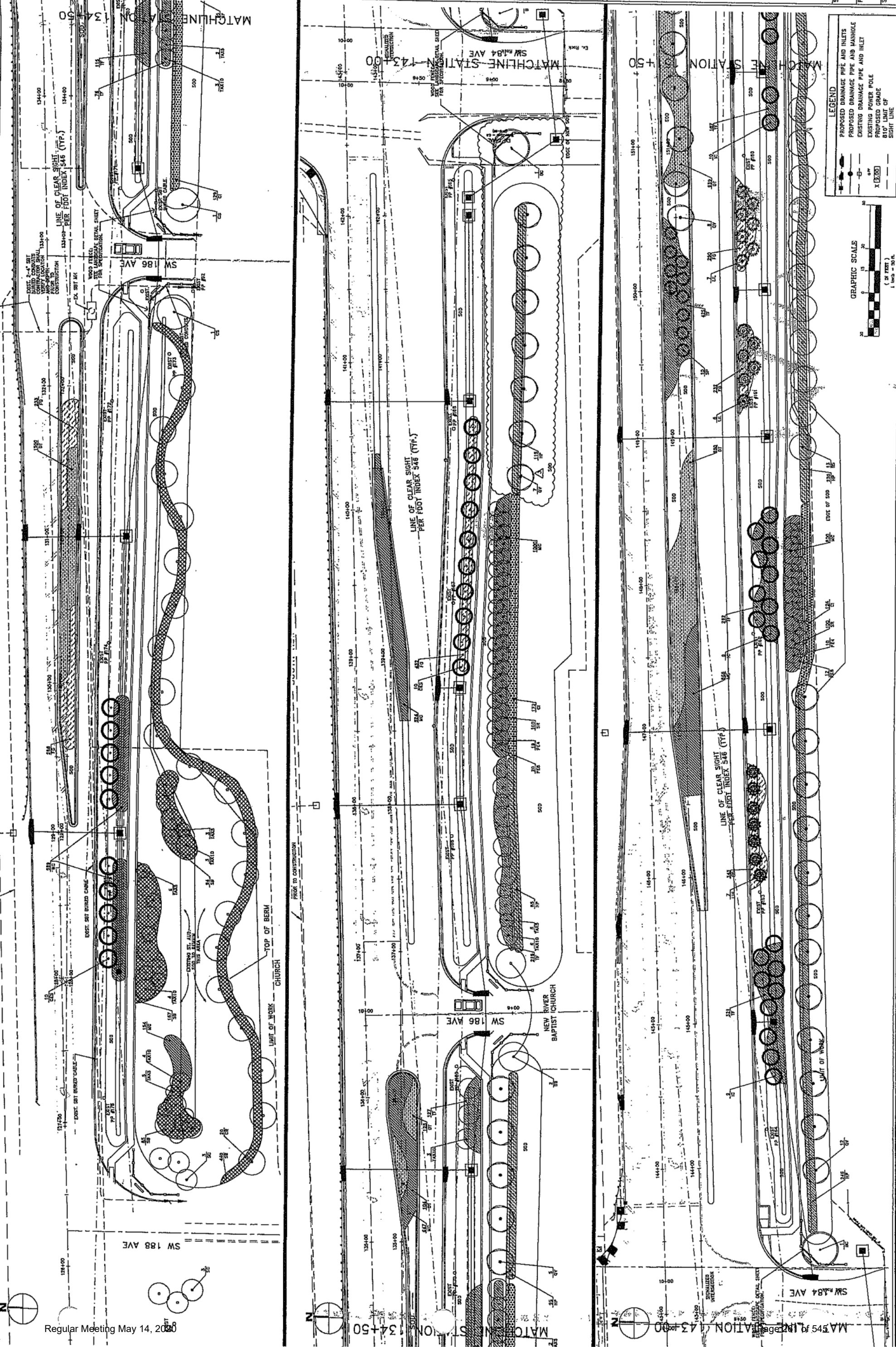


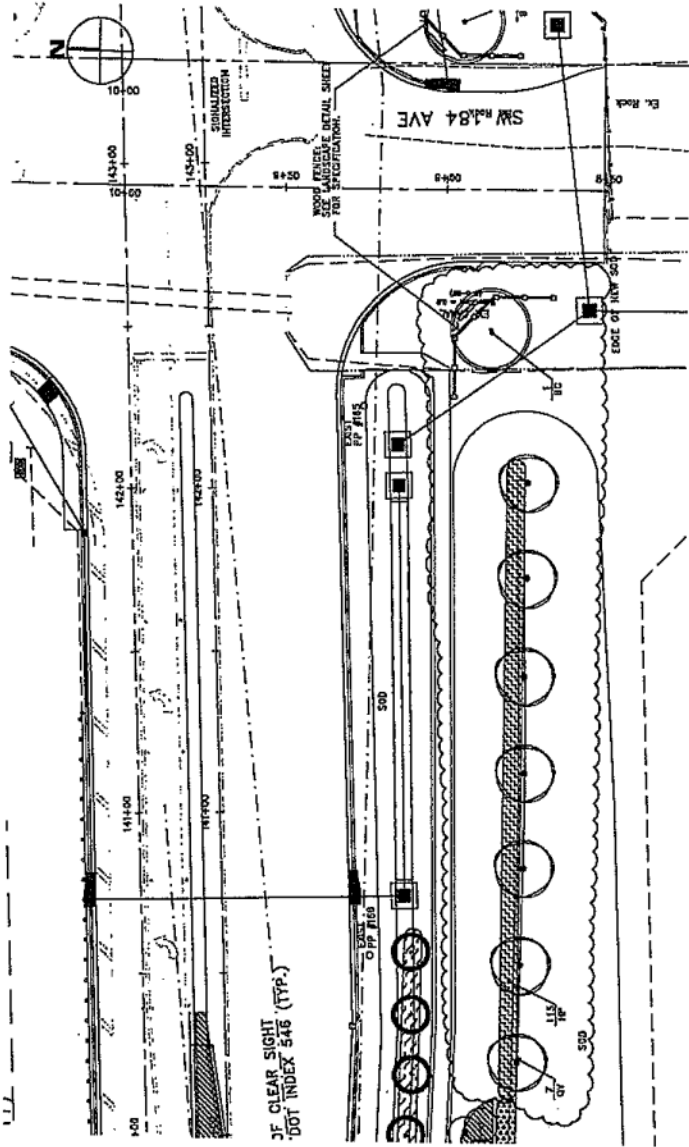


DATE				BY				DESCRIPTION				REVISIONS				DESCRIPTION			
8-20-07				RC				A - LANDSCAPE & IRRIGATION REVISIONS REQUESTED BY CITY											

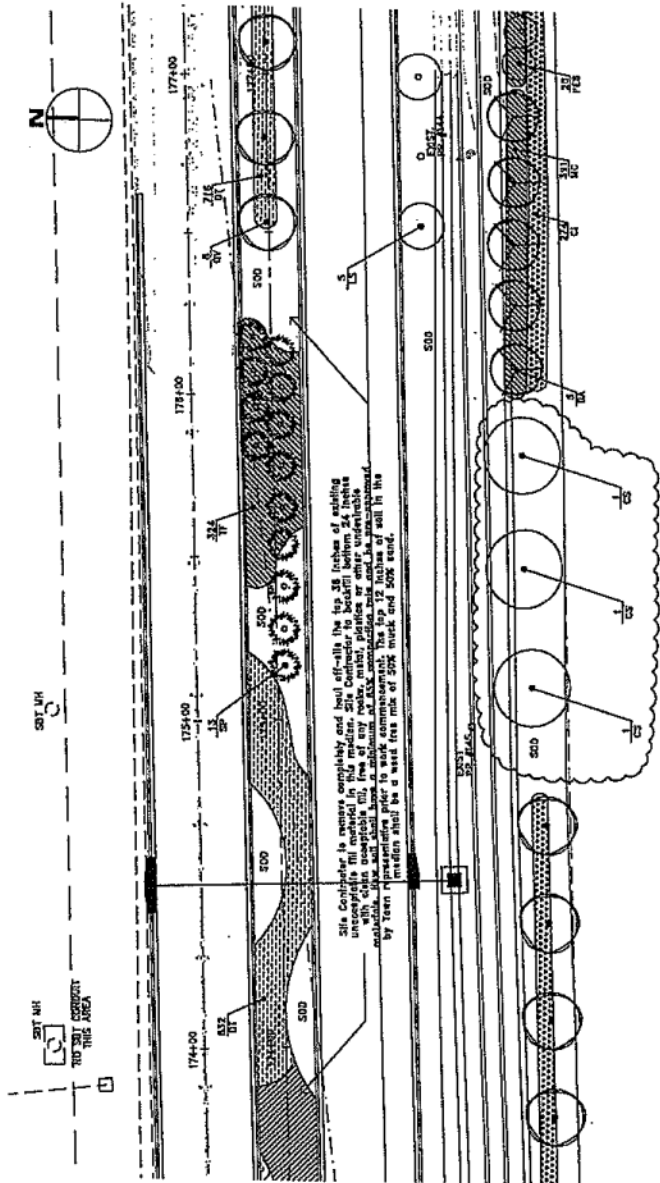
TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE PARK AND RIGHT OF WAY MAINTENANCE SERVICES

ATTACHMENT D – GRIFFIN ROAD – WEST LANDSCAPE PLANS





REVISION TO SHEET 69
MATCHLINE STATION NUMBER 143+00

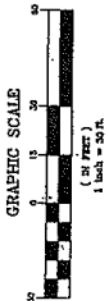


REVISION TO SHEET 70
MATCHLINE STATION NUMBER 177+00

Griffin Road
PLANT MATERIALS LIST Hardiness Zone 10b

THE FOLLOWING PLANT MATERIAL ADJUSTMENTS SHALL BE MADE TO THE APPROVED LANDSCAPE PLAN DATED 6/26/06 (REVISED 3/1/07) DUE TO SITE AND ENGINEERING REVISIONS.

Key	Scientific Name	Common Name	Height x Spread / Description	Spacing	Original Total for Entire Project	Qty	Revised Total for Entire Project
LARGE TREES							
CV	Quercus virginiana	Live Oak	14' ht x 5' spr, full canopy, 3" cal., Field Grown	per plan	150	(1)	149
CS	Chorisia speciosa	Silk Road Tree	14' ht x 8' spr, full canopy, 4" cal., Field Grown	per plan	4	1	5
SHRUBS							
HP	Hamelia patens 'Compact'	Dwarf Fire Bush	24' ht x 24' spr, 3 Gal.	36" OC	2,464	(53)	2,413



SCALE: 1" = 30'-0"

JOB NO. 2118

SHEET: L-69A

EB# 2866

LC# 28002270

CITY OF SOUTHWEST RANCHES BROWARD COUNTY FLORIDA

LANDSCAPE PLAN

GRIFFIN ROAD

REVISIONS

No.	DESCRIPTION	BY	DATE	CKD
1	SHEET INSERTION PER ENGINEERING REVISIONS	DLH	11/25/08	PJD

ARCHIVE NO:

CHECKED BY:

DRAWN BY:

DESIGNED BY:

START DATE:

CIVIL ENGINEERS & LAND PLANNERS

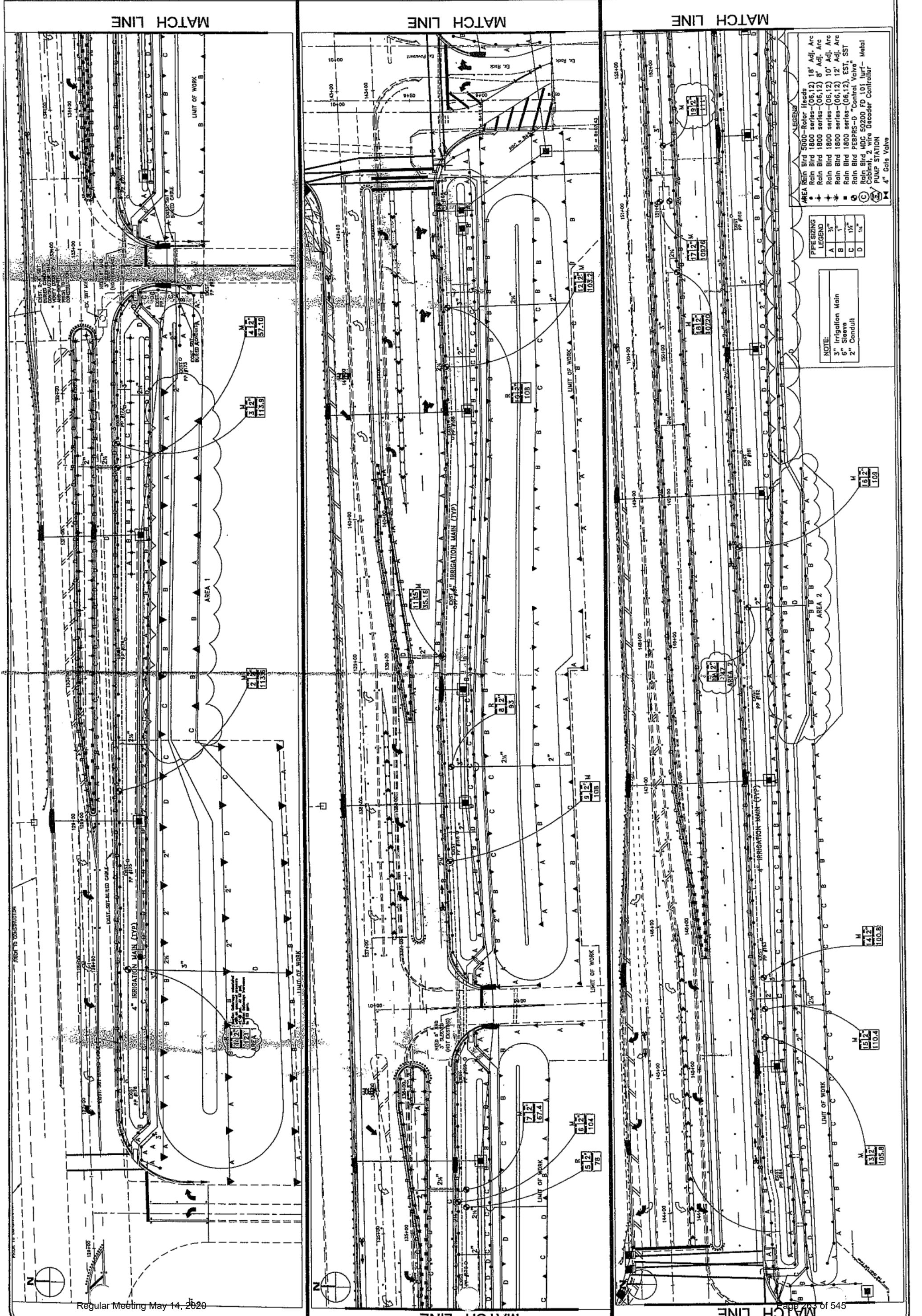
TRANSPORTATION PLANNERS & LANDSCAPE ARCHITECTS

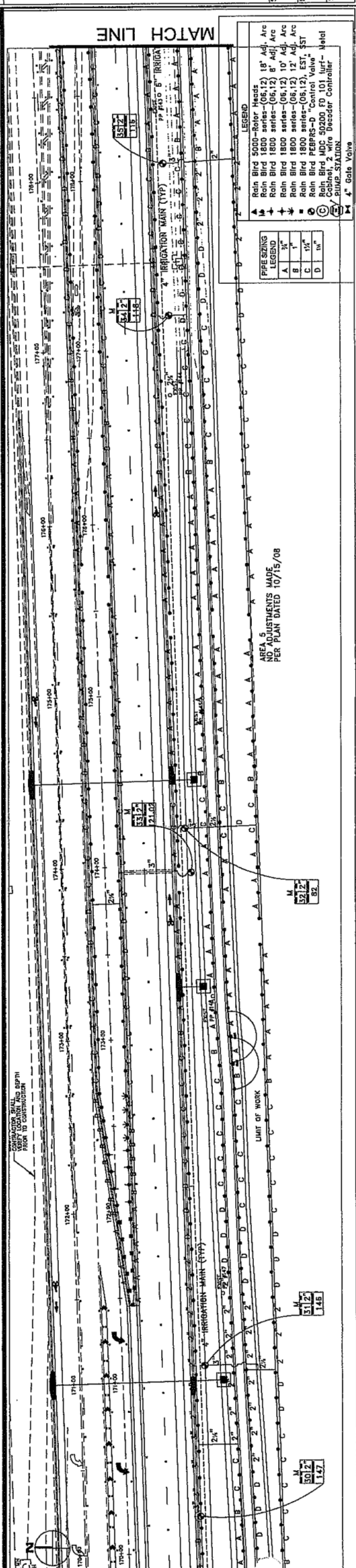
12500 WEST ATLANTIC BOULEVARD

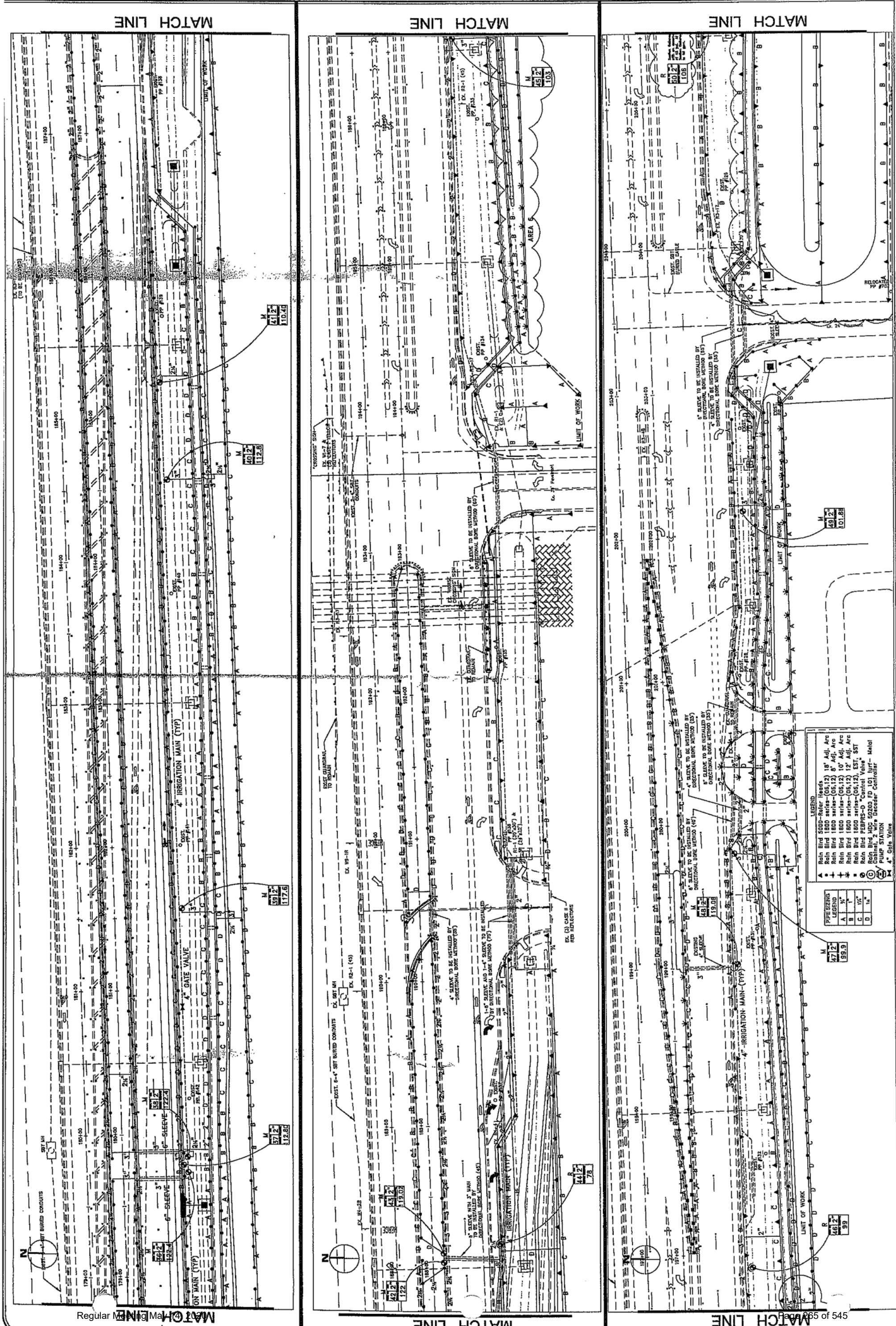
CORAL SPRINGS, FLORIDA 33071

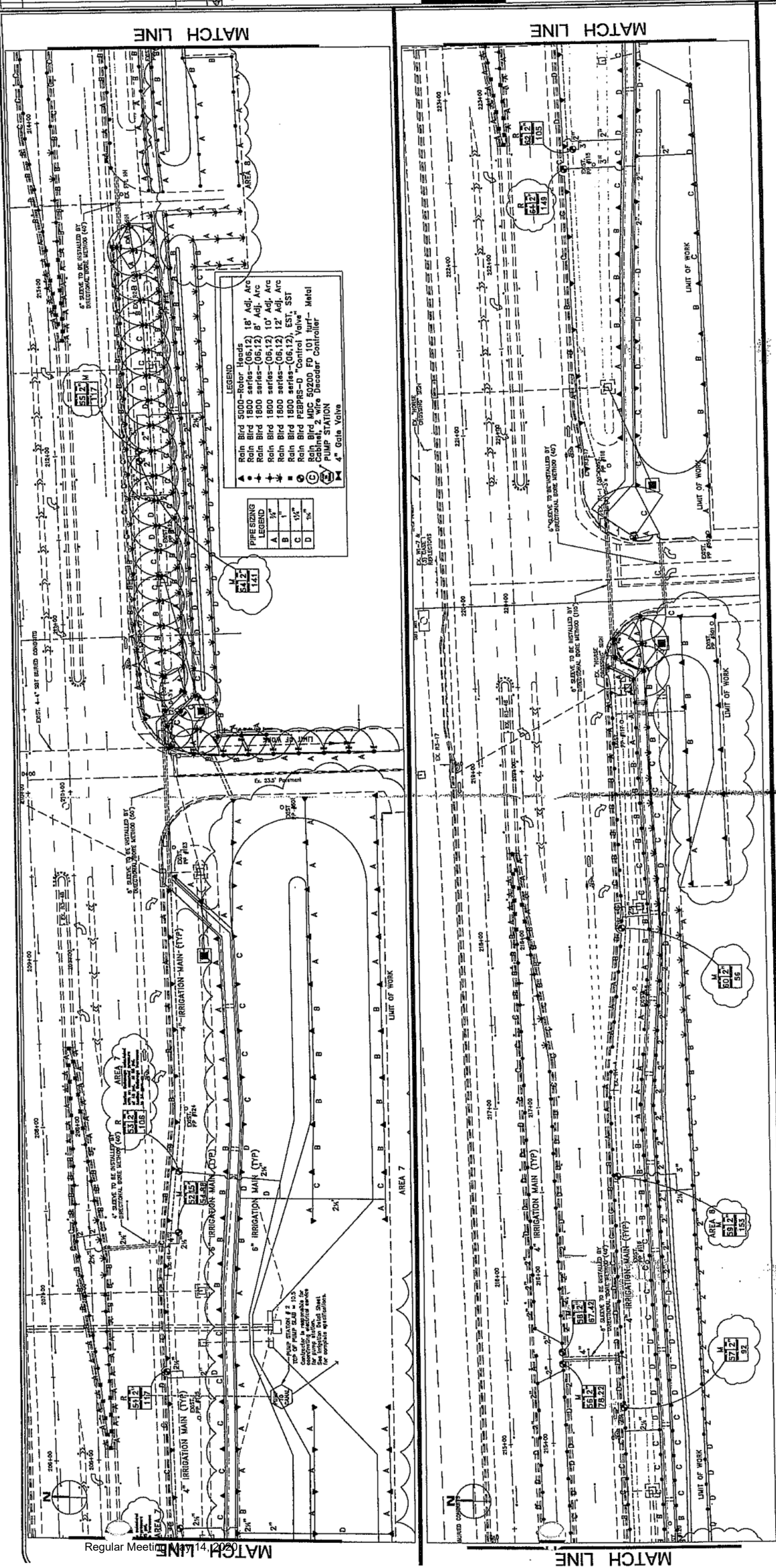
(954) 344-9855

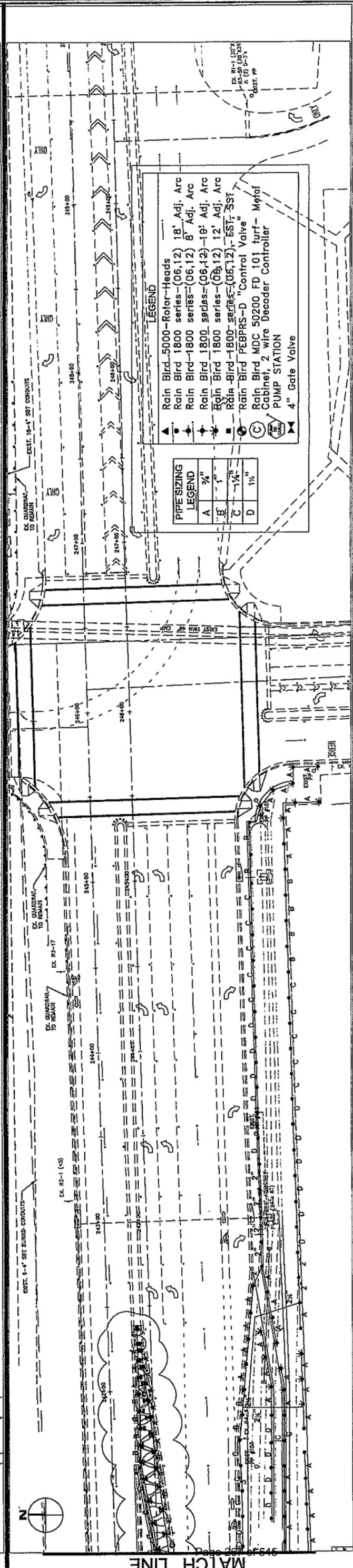
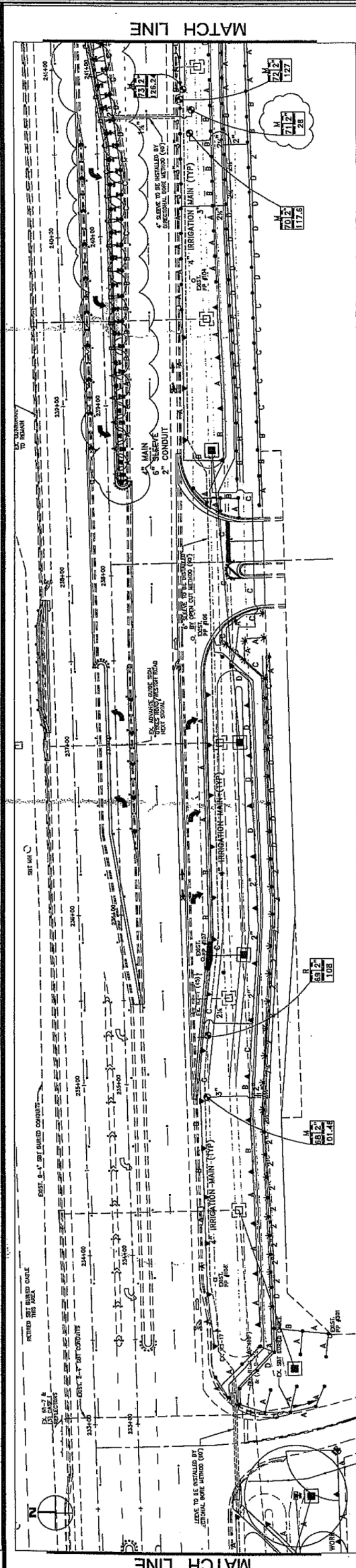
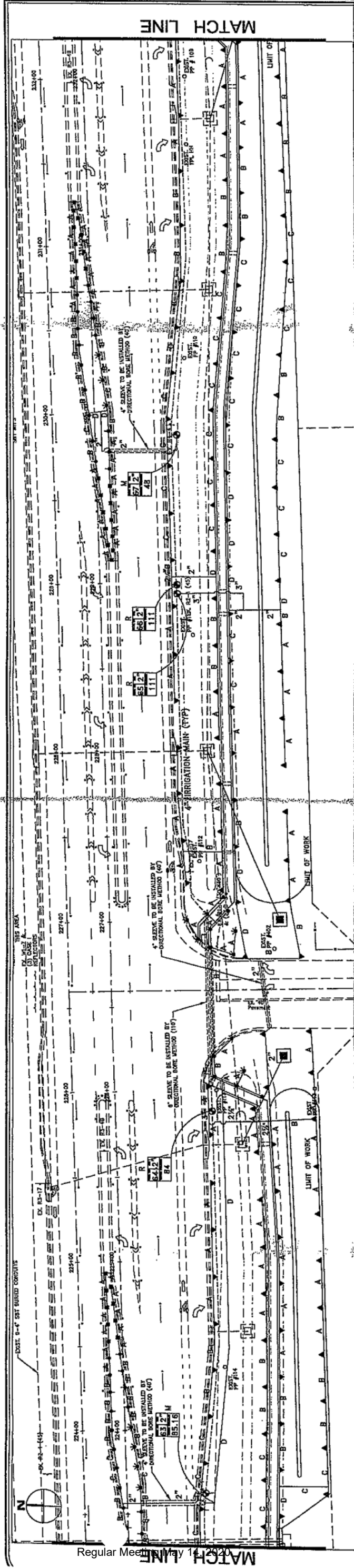












Griffin Road West of I-75

January 21, 2006

Regular Meeting May 14, 2006

Manufacturer and Model

Pump stations shall be manufactured by Irrigation Craft (FL Lauderdale, Florida 954-TL-9353), model number 954-2000-GR-1F. The pump station shall be limited under two Underwriters Laboratories sections as follows: A, UL1 508A - Enclosed Industrial Control Panel - File Number E2009330, A, UL1 508A - Enclosed Industrial Control Panel - File Number E2009330, A, UL1 508A - Enclosed Industrial Control Panel - File Number E2009330.

General Description

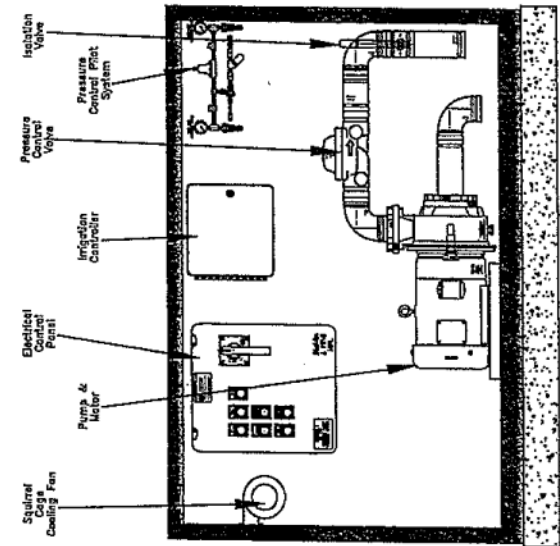
This document describes a skid mounted pumping system with electrical controls, pipe manifolds, valves, and all accessories described herein. The pump station shall be manufactured in a workman like manner with due consideration given to safe operation, convenience of use, maintenance, and future repairs. All intended features shall work properly and reliably. All materials exposed to the weather shall be corrosion resistant and shall not be harmed by spraying water. All components mountings shall be sturdy and solid, with sufficient clearance to safely access, operate, and repair without significant disassembly of other components. The station shall be manufactured, tested, then shipped to the site.

III. Components

A. Electrical and Controls

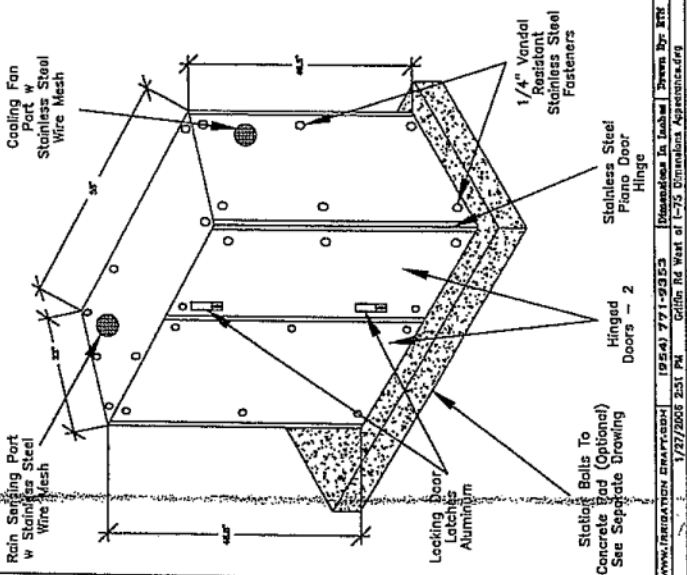
1. ELECTRICAL REQUIREMENTS - The control panel shall be designed to operate on site available Three Phase power. Total electrical load presented to the electric service by the pump station shall be: 75 amperes @ 480 volt 3 phase or 50 amperes @ 230 volt 3 phase.
2. ELECTRICAL ENCLOSURE - MOUNTING - The control panel enclosure shall be fiberglass, NEMA 4X, with stainless steel hardware. All panel penetrations shall maintain the NEMA 4X rating. This enclosure shall be mounted on an angled aluminum pedestal (15 degrees minimum) to facilitate edge of line.
3. DISCONNECT - The control panel will have a door interlock disconnect preventing the enclosure door from being opened unless the power is first turned off. This disconnect shall be a circuit breaker, and will have a minimum AIC rating of 10,000 amps @ 480 volts AC.
4. FUSELESS - The pump station shall not have any fuses, all circuit protection will be accomplished with properly selected circuit breakers as specified in this document.
5. CLOCK DEMAND - The irrigation pump shall operate on command from the Irrigation controller when the HOA selector is in the AUTO position.
6. PILOTS - All pilot operators and trouble indication pilot lights shall be mounted on the outside of the control panel door, and shall have engraved labels, 1 per device.
7. LOW and AUTO-RESTART - When all water flow stops continuously for 30 seconds while the pump is running in AUTO mode, the pump shall be turned off. The pump shall attempt to re-start five times at 15 minute intervals. After five failed attempts to start, the pump shall be turned off and shall not come back on until the RESET button is depressed. A labeled pilot light mounted on the outside of the control panel door shall indicate NO FLOW.
8. VOLUME - When the pump volume reaches a temperature of 100 degrees F continuously for 45 seconds, the pump shall be turned off. The pump shall not come back on until the RESET button is depressed.
9. OVERLOAD - The pump motor shall be protected against overload per 800A. An overload trip condition shall be indicated by a labeled pilot light on the control panel door. The pump motor shall not restart until the RESET button is depressed. It shall not be necessary to open the control panel door to reset the overload condition.
10. LOW PRESSURE - When the discharge pressure drops below the set point for 3 minutes while the pump is running in AUTO mode, the pump shall be depressed. The pump shall not come back on until the RESET button is depressed.
11. FAILURE MEMORY - The station shall be capable of reporting the last three failures experienced by the station, as indicated on the control panel door.
12. LAMP TEST - The control panel shall include a lamp test to prove pilot lights are working.
13. FAULT EXCLUSIVITY - The first fault to occur precludes all other faults from occurring or indicating. If the station shuts down because of an OVERLOAD condition, the station shall not indicate NO FLOW. If the station shuts down because of a VOLUME condition, the station shall not indicate NO FLOW.
14. HOA switch - This switch shall provide HAND, OFF, and AUTO functions as follows:
 - a. HAND - Turn pump on, flow as set by-passed except VOLUME SENSOR.
 - b. OFF - The pump cannot be started.
 - c. AUTO - The pump will start automatically on pressure drop signal.
15. RESET button - Shall restart the station for VOLUME, NO FLOW, and OVERLOAD fault conditions.
16. LOW VOLTAGE CONTROLS, LED LAMPS - All flow and pressure sensors inside and outside the control panel, all pilot lights, and all door mounted hardware shall be powered with less than 30 volts. All pilot lamps shall be mounted on the control panel door exterior and shall utilize LED lamps, incandescent lamps shall not be used.
17. CIRCUIT PROTECTION - All controls shall receive power from an isolation transformer mounted in the control panel. This transformer shall be protected on both primary and secondary sides against short circuit, ground fault, and overload by means of properly sized Aitch curve "D" DIN rail mounted circuit breakers. Both primary and secondary sides of the transformer shall include properly sized Metal Oxide Varistors installed "line to line".

Equipment - Main Components Only
(Doors Removed For Illustration)



IRRIGATION CRAFT (954) 771-9353 SCHEMATIC ONLY-NOT TO SCALE
1/27/2006 2:55 PM Griffin Rd West of I-75 Equipment.dwg

Shadow 524
Dimensions and Appearance



WWW.IRRIGATIONCRAFT.COM (954) 771-9353 Dimensions in Inches Shows By: RFL
1/27/2006 2:51 PM Griffin Rd West of I-75 Dimensions.dwg

Pump Station A & B

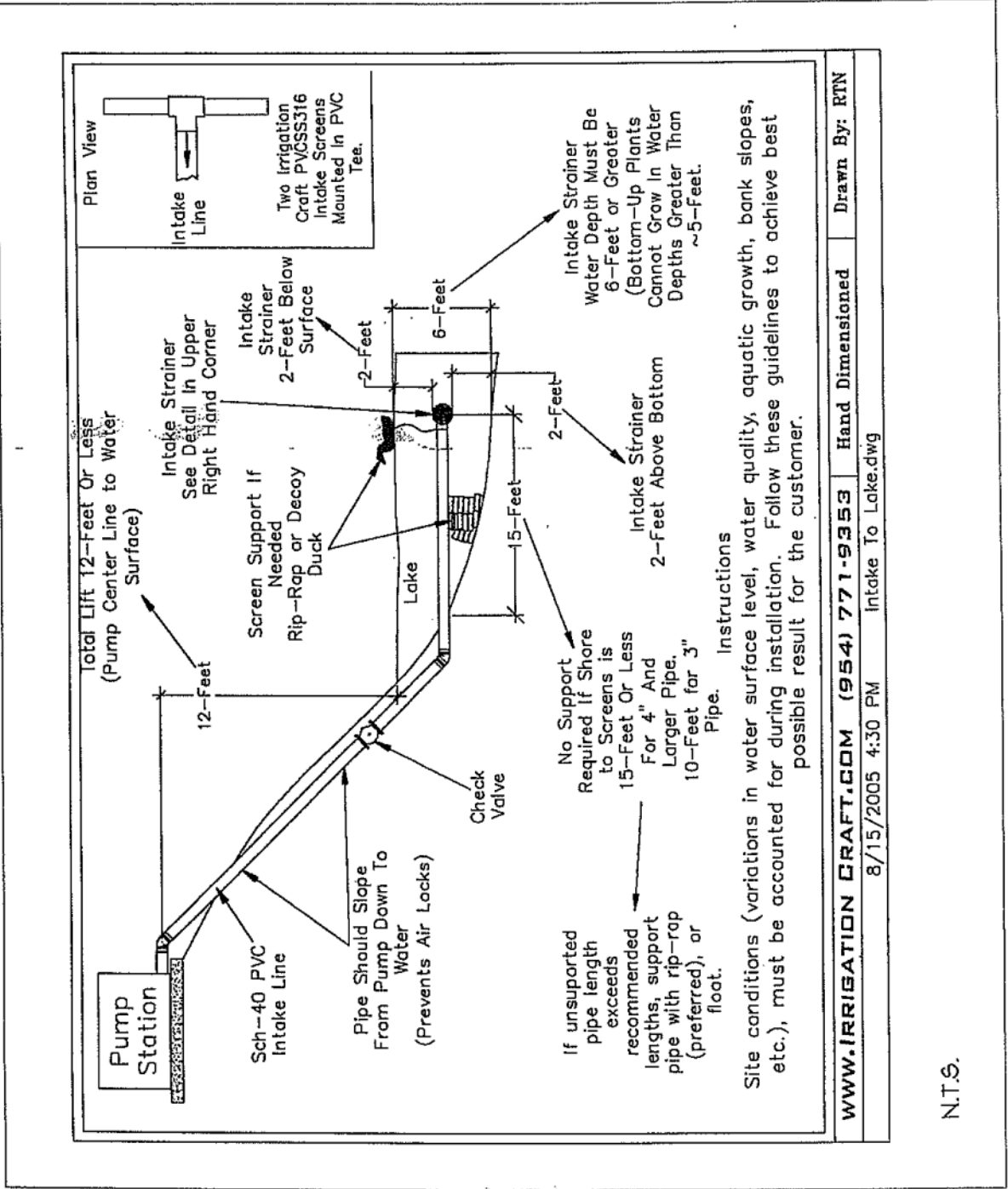
- A. FLOW SWITCH - The flow switch for pump retirement shall be Irrigation Craft model 954-TL-9353. This flow switch shall have a type 316 stainless steel sensor probe and shall have no moving parts.
- B. HEAT SENSOR - The heat sensor body shall be machined as one piece from brass stock. The sensor shall provide a single non-adjustable set-point of 100°F with 5% accuracy. The sensor shall insert directly into the pump volume.
- C. Aluminum Skid and Station Enclosure - All pump station equipment will be securely mounted on a welded aluminum skid. The entire pump station shall be enclosed with 1\"/>
- D. Pump and Motor - The pump will be an End Suction Modified Centrifugal Volute, Close Coupled, Flange Connected, 316L Stainless Steel Construction, as provided by Irrigation Craft, with the following performance points (no lift, intake, or manifold loss deductions):
 - Ø 239 239 Feet of Head, 120gpm @ 225 Feet of Head, 210gpm @ 200 Feet of Head, 210gpm @ 182 Feet of Head and 300gpm @ 167 Feet of Head. The pump will be driven by a 25 horsepower TFC enclosed motor. The pump will not use the motor service factor at any point on the pump curve.
- E. Pipe Manifold - The pump manifold will be constructed of schedule 40 galvanized steel with mechanical pipe joints and fittings and/or welded schedule 40 steel, hot dip galvanized after welding. This manifold shall be rigid with EDPM gaskets designed and rated for vacuum service. The steel to PVC adapters shall be flexible couplings with vacuum rated gaskets. The station isolation valve shall be a mechanical fitted butterfly valve, line size valves and fittings will not be threaded.

- F. Pressure Control Valve (PCV) - The pressure control valve will be a 3\"/>
- G. Flow Meter - An Insertion Turbine Flow Meter provides digital flow rate and total information for Water Management requirements and for logical pump operations. Pipes - 8ch 40 PVC - Water Velocity not to exceed 4.0 FPS.
- H. Irrigation Controller - The irrigation controller shall be a Rain Bird with 32 zones. This controller shall be mounted inside the station on an angled pedestal to facilitate easy use and programming. This controller shall be hardwired to the field with #16 stranded wires, listed, 1\"/>
- I. Direct Burial Cable - This direct burial cable shall continue just outside the station into a splice box (provided by Irrigation Craft). Field wiring connections shall be made with approved waterproof connections inside this splice box. The rain switch shall be a MINI-CLIK brand mounted inside the station enclosure receiving water via a stainless steel screened enclosure.
- J. Delivery, Concrete Pad, Installation - The pump station manufacturer shall deliver the pump station to the site and place on a concrete pad poured by others to the station manufacturer's specifications and plan detail. The manufacturer's pre-cast concrete pad is an acceptable alternate. The station shall be bolted to the concrete pad using two 3/8\"/>

- K. Warranties - The station manufacturer will provide a warranty covering labor and materials, both to the contractor and also directly to the property owner, for a period of one year excepting normal maintenance, abuse, vandalism, and natural disasters such as flood, hurricane, lightning, wind, etc. Consequential damages due to station malfunctions are not covered by this warranty.
- L. One Year Maintenance - The station manufacturer will provide with the pump station one year of maintenance for the pump station including quarterly inspections and maintenance. This maintenance service will include both labor and materials, and there will be no extra cost to the owner for routine maintenance issues including lubrication, filter cleaning, adjustments, and replacement of lightning protection components.
- M. Start Up - Calibration - On Site Training - Operation Manual - The pump station manufacturer will return to the project when the station is completely installed to start and calibrate the pump station. At the owner's request the pump station manufacturer will also return to the site one time to provide on site training to the owner's representative. The station manufacturer shall provide a bound operating manual specifically written for the station and will provide on site training for the maintenance personnel. The operation manual will have the name of the project, the manufacturer's serial number, and the date of delivery on the front cover of the manual. This operation manual will not be generic for all voltages, phases, and equipment options, but will have all relevant information about the specific station and the equipment options actually built into the pump station.
- N. One Year Maintenance - The station manufacturer will provide with the pump station one year of maintenance for the pump station including quarterly inspections and maintenance. This maintenance service will include both labor and materials, and there will be no extra cost to the owner for routine maintenance issues including lubrication, filter cleaning, adjustments, and replacement of lightning protection components.
- O. Warranties - The station manufacturer will provide a warranty covering labor and materials, both to the contractor and also directly to the property owner, for a period of one year excepting normal maintenance, abuse, vandalism, and natural disasters such as flood, hurricane, lightning, wind, etc. Consequential damages due to station malfunctions are not covered by this warranty.

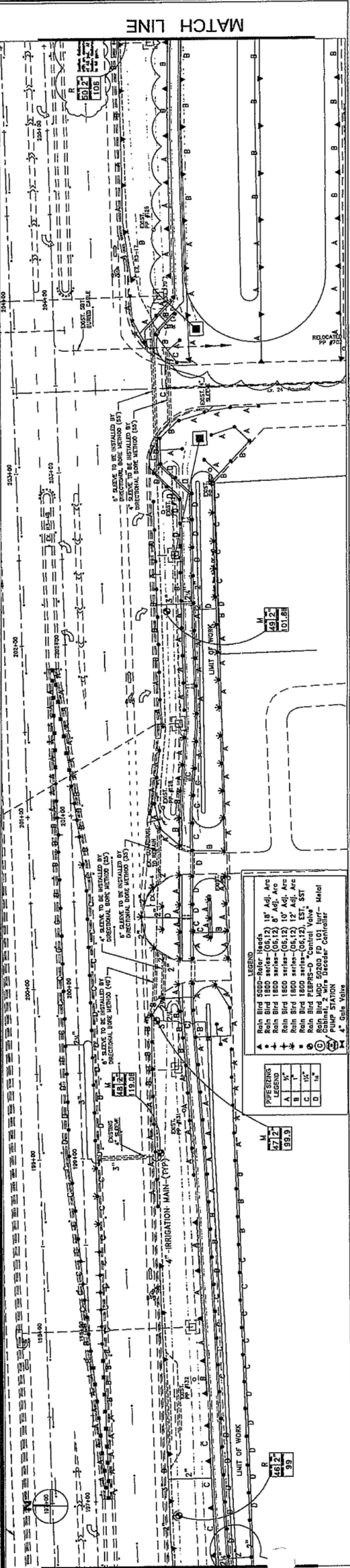
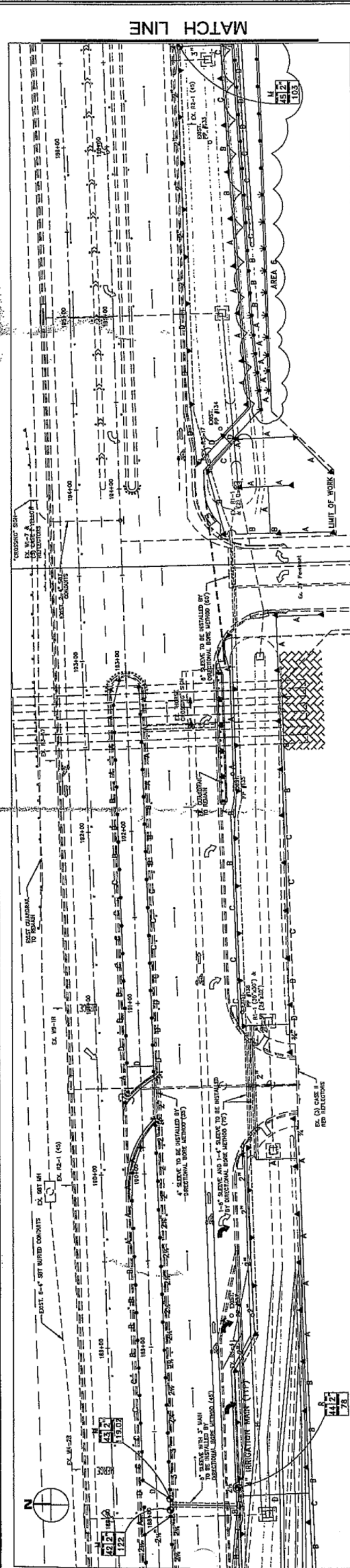
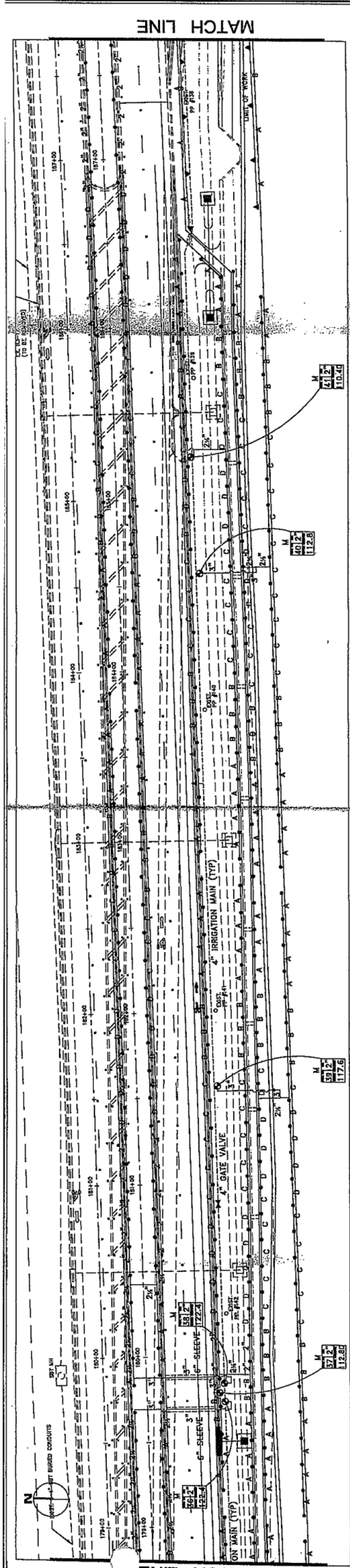
EAST PUMP STATION @ STA. 207+25									
VALVE #	ZONE #	ZONE GPM	TOTAL GPM	PRECIP. RATE	PROGRAM "A" Run time	Start time	DAY	PROGRAM "B" Run time	Start time
M-72	1	127	239	1.83" / hr	15	11:00PM	TUES.	30	6:00PM
M-40	2	112	138	1.83" / hr	15	11:15PM	FRI.	30	6:30PM
M-71	2	110	136	1.83" / hr	15	11:30PM	FRI.	30	7:00PM
M-73	3	128	248	1.83" / hr	15	11:45PM	FRI.	30	7:30PM
M-42	4	118	237	1.83" / hr	15	12:00AM	FRI.	30	8:00PM
M-70	4	119	237	1.83" / hr	15	12:15AM	FRI.	30	8:30PM
M-43	5	108	185	0.47" / hr	60	1:00AM	WED.	120	10:00PM
R-44	5	78	105	0.47" / hr	15	1:15AM	WED.	30	10:30PM
M-68	6	102	205	1.83" / hr	15	1:30AM	WED.	30	11:00PM
M-45	6	103	206	1.83" / hr	15	1:45AM	WED.	30	11:30PM
M-67	7	48	167	1.83" / hr	15	2:00AM	WED.	30	12:00PM
M-46	7	119	210	0.47" / hr	60	2:15AM	WED.	120	12:30PM
R-46	8	99	186	1.83" / hr	15	2:30AM	WED.	30	1:00AM
M-53	9	86	158	1.83" / hr	15	2:45AM	WED.	30	1:30AM
M-47	10	102	217	0.47" / hr	60	3:00AM	WED.	120	2:00AM
M-49	10	106	221	0.47" / hr	60	3:15AM	WED.	120	2:30AM
R-50	11	106	221	0.47" / hr	60	3:30AM	WED.	120	3:00AM
R-51	12	84	201	0.47" / hr	60	3:45AM	WED.	120	3:30AM
R-61	13	105	211	0.47" / hr	60	4:00AM	WED.	120	4:00AM
R-62	13	106	211	0.47" / hr	60	4:15AM	WED.	120	4:30AM
R-53	14	149	149	0.47" / hr	60	4:30AM	WED.	120	4:45AM
R-54	14	141	141	0.47" / hr	60	4:45AM	WED.	120	5:00AM
M-59	15	153	208	1.83" / hr	15	5:00AM	WED.	30	5:30AM
M-52	15	55	208	1.83" / hr	15	5:15AM	WED.	30	5:45AM
M-58	16	141	141	0.47" / hr	60	5:30AM	WED.	120	6:00AM
M-54	16	141	141	0.47" / hr	60	5:45AM	WED.	120	6:15AM
M-55	17	117	196	1.83" / hr	15	6:00AM	WED.	30	6:30AM
M-56	17	117	196	1.83" / hr	15	6:15AM	WED.	30	6:45AM
M-57	18	92	92	1.83" / hr	15	6:30AM	WED.	30	6:45AM
M-60	18	0	0	1.83" / hr	15	6:45AM	WED.	30	6:45AM

WEST PUMP STATION @ STA. 155+50									
VALVE #	ZONE #	ZONE GPM	TOTAL GPM	PRECIP. RATE	PROGRAM "A" Run time	Start time	DAY	PROGRAM "B" Run time	Start time
R-23	1	83	184	0.47" / hr	60	12:00AM	WED.	120	6:00PM
R-01	1	121	232	1.83" / hr	15	1:00AM	WED.	30	8:00PM
M-30	2	114	232	1.83" / hr	15	1:15AM	WED.	30	8:30PM
M-02	2	114	232	1.83" / hr	15	1:30AM	WED.	30	9:00PM
M-38	3	123	237	1.83" / hr	15	1:45AM	WED.	30	9:30PM
M-03	3	114	237	1.83" / hr	15	2:00AM	WED.	30	10:00PM
M-37	4	113	170	1.83" / hr	15	2:15AM	WED.	30	10:30PM
M-04	4	57	170	1.83" / hr	15	2:30AM	WED.	30	11:00PM
R-05	5	78	180	0.47" / hr	60	2:45AM	WED.	120	11:30PM
R-22	5	102	227	1.83" / hr	15	3:00AM	WED.	30	12:00AM
M-39	6	123	227	1.83" / hr	15	3:15AM	WED.	30	12:30AM
M-08	6	104	227	1.83" / hr	15	3:30AM	WED.	30	13:00AM
M-35	7	113	178	1.83" / hr	15	3:45AM	WED.	30	13:30AM
M-07	7	65	178	1.83" / hr	15	4:00AM	WED.	30	14:00AM
M-34	8	115	223	1.83" / hr	15	4:15AM	WED.	30	14:30AM
R-20A	8	103	223	1.83" / hr	15	4:30AM	WED.	30	15:00AM
R-20B	9	47	140	0.47" / hr	60	4:45AM	WED.	120	15:30AM
R-10	10	108	153	0.47" / hr	60	5:00AM	WED.	120	16:00AM
R-20B	10	45	153	0.47" / hr	60	5:15AM	WED.	120	16:30AM
M-33	11	121	150	1.83" / hr	15	5:30AM	WED.	30	17:00AM
M-11	11	35	150	1.83" / hr	15	5:45AM	WED.	30	17:30AM
M-32	12	82	185	1.43" / hr	15	6:00AM	WED.	30	18:00AM
M-12	12	103	232	1.83" / hr	15	6:15AM	WED.	30	18:30AM
M-31	13	106	232	1.83" / hr	15	6:30AM	WED.	30	19:00AM
M-30	13	106	232	1.83" / hr	15	6:45AM	WED.	30	19:30AM
M-30	14	101	228	1.83" / hr	15	7:00AM	WED.	30	20:00AM
M-28	14	125	235	1.83" / hr	15	7:15AM	WED.	30	20:30AM
M-16	15	110	235	1.83" / hr	15	7:30AM	WED.	30	21:00AM
M-28	16	61	170	1.83" / hr	15	7:45AM	WED.	30	21:30AM
M-16	16	109	227	1.83" / hr	15	8:00AM	WED.	30	22:00AM
M-27	17	107	227	1.83" / hr	15	8:15AM	WED.	30	22:30AM
M-18	17	114	224	1.83" / hr	15	8:30AM	WED.	30	23:00AM
M-26	18	110	224	1.83" / hr	15	8:45AM	WED.	30	23:30AM
M-17	18	42	153	1.83" / hr	15	9:00AM	WED.	30	24:00AM
M-25	19	111	211	1.83" / hr	15	9:15AM	WED.	30	24:30AM
M-19	19	103	211	1.83" / hr	15	9:30AM	WED.	30	25:00AM
M-24	20	103	211	1.83" / hr	15	9:45AM	WED.	30	25:30AM



N.T.S.

WWW.IRRIGATIONCRAFT.COM (954) 771-9353 Hand Dimensioned Drawn By: RTN
8/15/2005 4:30 PM Intake To Lake.dwg



SW RanchesEquestrian Park Irrigation Zones List

Controller # 1	Total number of operating zones: 35	Start time: 12:00 AM
Days of operation:	Sun: Off Mon: Off Tues: Off Wed: On Thurs: Off Fri: Off Sat: On	

Zone #:	1	Zone location: @ pump S of wetland	Run time: 15 min	Rotors: 34	Mist: 0
Comments:	OK				
Zone #:	2	Zone location: Tot lot mist hds	Run time: 15 min	Rotors: 0	Mist: 36
Comments:	Rplace one 6" pop up with nozzle				
Zone #:	3	Zone location: Pavilion & restrooms	Run time: 15 min	Rotors: 0	Mist: 51
Comments:	OK				
Zone #:	4	Zone location: E side cocoplum berm	Run time: 15 min	Rotors: 12	Mist: 0
Comments:	OK				
Zone #:	5	Zone location: Perimeter NW retention area	Run time: 15 min	Rotors: 13	Mist: 0
Comments:	OK				
Zone #:	6	Ctr NW retention area & N side viewing berm	Run time: 15 min	Rotors: 14	Mist: 0
Comments:	OK				
Zone #:	7	Zone location: N. side of show ring & sidewalk	Run time: 15 min	Rotors: 12	Mist: 0
Comments:	OK				
Zone #:	8	Perimeter center retention area & pine bed	Run time: 15 min	Rotors: 14	Mist:
Comments:	OK				
Zone #:	9	S side of ctr horse trail N of show ring	Run time: 15 min	Rotors: 12	Mist:
Comments:	Replace One 6" pop-up with nozzle				
Zone #:	10	Location: Center retention area E of pine bed	Run time: 15 min	Rotors: 12	Mist:
Comments:	OK				
Zone #:	11	E perimeters of N ctr ret area & NE ret area	Run time: 15 min	Rotors: 13	Mist:
Comments:	OK				
Pump #1: Operating properly?	Yes: X	No:	Problem:		
Pump #2: Operating properly?	Yes: X	No:	Problem:		
PM Pump: Operating properly?	Yes: X	No:	Problem:		

SW RanchesEquestrian Park Irrigation Zones List

Zone #:	12	W & N perimeter of NE lake incl partial E fence	Run time: 15 min	Rotors: 12	Mist:
Comments:	OK				
Zone #:	13	Zone location: Marsh area east	Run time: 15 min	Rotors: 16	Mist:
Comments:	OK				
Zone #:	14	Location: NE corner to pump N side wetland	Run time: 15 min	Rotors: 24	Mist:
Comments:	OK				
Zone #:	15	Perimeter center lake & center of E fence	Run time: 15 min	Rotors: 11	Mist:
Comments:	OK				
Zone #:	16	SE fence corner to pump N side of wetland	Run time: 15 min	Rotors: 11	Mist:
Comments:	OK				
Zone #:	17	Zone location: W side of SE lake	Run time: 15 min	Rotors: 32	Mist:
Comments:	OK				
Zone #:	18	Zone location: SE lakes and S. Side of Rings	Run time: 15 min	Rotors: 37	Mist:
Comments:	OK				
Zone #:	19	Zone location: Practice ring perimeter	Run time: 15 min	Rotors: 29	Mist:
Comments:	OK				
Zone #:	20	Zone location: Fence line S of practice ring	Run time: 15 min	Rotors: 12	Mist:
Comments:	OK				
Zone #:	21	Further W along trail edge to wash rack	Run time: 15 min	Rotors: 12	Mist:
Comments:	OK				
Zone #:	22	Zone location: E side of show ring	Run time: 15 min	Rotors: 27	Mist:
Comments:	OK				
Zone #:	23	Location: W side of show ring including saddles	Run time: 15 min	Rotors: 22	Mist:
Comments:	Replace one Rotor				
Zone #:	24	Zone location: Equestrian entrance fence line	Run time: 15 min	Rotors: 0	Mist: 53
Comments:	OK				

SW RanchesEquestrian Park Irrigation Zones List

Zone #:	25	Zone location: N side of equestrian entry	Run time: 15 min	Rotors: 0	Mist: 43
Comments:	OK				
Zone #:	26	Zone location: W parking lot island	Run time: 15 min	Rotors: 0	Mist: 35
Comments:	OK				
Zone #:	27	Zone location: ADA stabilized/trailer parking	Run time: 15 min	Rotors: 12	Mist: 0
Comments:	Repaired one 1" swing joint				
Zone #:	28	Common area between ADA & overflow parking	Run time: 15 min	Rotors: 11	Mist: 0
Comments:	OK				
Zone #:	29	SW corner of stabilized/overflow parking	Run time: 15 min	Rotors: 11	Mist: 0
Comments:	OK				
Zone #:	30	N & W fenceline incl N side of W wetland	Run time: 15 min	Rotors: 34	Mist: 0
Comments:	OK				
Zone #:	31	NE OVERFLOW PARKING	Run time: 15 min	Rotors:	Mist: 0
Comments:	OK				
Zone #:	32	PRACTICE RING TOWERS	Run time: 15 min	Rotors:	Mist: 0
Comments:	OK				
Zone #:	33	SW SHOW RING TOWERS	Run time: 15 min	Rotors: 34	Mist: 0
Comments:	OK				
Zone #:	34	NE SHOW RING TOWERS	Run time: 15 min	Rotors:	Mist: 0
Comments:	OK				
Zone #:	35	CORNERS OF SHOW RING TOWERS	Run time: 15 min	Rotors:	Mist: 0
Comments:	OK				

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Doug McKay, Mayor
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: December Lauretano-Haines, PROS Manager
DATE: 5/14/2020
SUBJECT: Town-Wide Parks and Property Maintenance Services

Recommendation

Council approval is needed to enter into a new contract for Town-Wide Parks and Property Maintenance Services.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

D. Improved Infrastructure

Background

Since the Town's current contract for maintenance of Parks and Properties was due to expire in 2020, Staff sought and received proposals for a new agreement for these services. A total of seven proposals were received. The Selection Committee reviewed the proposals and the Committee ranked six of the proposals to be responsive and responsible as follows (out of 300 total points; ranked highest to lowest):

1. EDJ Service LLC	285
2. Visualscape, Inc.	272
3. Prestige Property Maintenance, Inc.	260
4. SFM Services, Inc.	243
5. Casey's Lawn Service, Inc.	208
Superior Landscape	115

Fiscal Impact/Analysis

If approved, the EDJ Service LLC contract agreement increases the Town's General Fund total annual expenditures for Parks and Property maintenance from \$103,845 to \$129,820. This represents an increased cost of \$25,976 annually. Over the term of the 5-year contract, the total increase will be \$129,880. However, the projected impact for FY 2020, commencing July 1, 2020 (3 months) is \$5,700. Accordingly, a Budget amendment totaling \$5,700 is required as follows:

REVENUES:

INCREASE

G.Fd.: Appropriated Fund Balance (001-0000-399-39900) \$5,700

EXPENSES:

G.Fd.: PROS Dept.–Ground Maintenance-Parks (001-3600-572-46040) \$5,700

Comparison of Proposal Base Prices:

RFP 20-007 – Parks & Property	SC Committee Ranking (300= total points possible)	Annual cost (Base Proposal)	5-year Total Cost
EDJ Service LLC	285	\$129,820.44	\$649,102
Visualscape, Inc.	272	\$138,296.00	\$691,480
Prestige Property Maintenance, Inc.	260	\$134,189.00	\$670,945
SFM Services, Inc.	243	\$161,824.00	\$809,120
Casey's Lawn Service, Inc.	208	\$163,012.00	\$815,060
Superior Landscape	115	\$436,098.00	\$2,180,490

Staff Contact:

December Lauretano-Haines, Contract Coordinator
Martin D. Sherwood, Town Financial Administrator
Venessa Redman, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
Park and Property Maintenance Reso - TA Approved	5/8/2020	Resolution
Staff Memo	4/15/2020	Executive Summary
Parks and Property Maintenance - RFP	4/28/2020	Backup Material
Parks and Property Maintenance - Plans	4/28/2020	Backup Material

RESOLUTION NO. 2020 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF EDJ SERVICE, LLC AS THE LOWEST PRICED MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES; APPROVING AN AGREEMENT WITH EDJ SERVICE LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES TO PROVIDE TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES TO THE TOWN; APPROVING A FY 2019-2020 BUDGETARY APPROPRIATION FROM THE GENERAL FUND; APPROVING AN ADDITIONAL EXPENSE NOT TO EXCEED \$5,700.00 (FIVE THOUSAND, SEVEN HUNDRED DOLLARS AND ZERO CENTS) FOR THE PRORATED CONTRACTUAL INCREASE; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in December 2019, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 20-007 seeking Town-Wide Park and Property Maintenance Services; and

WHEREAS, on January 28, 2020, the Town received proposals from six responsive and responsible proposers; and

WHEREAS, on February 4, 2020, at an advertised public hearing, the Town's Selection Committee ("SC") reviewed the six (6) proposals, and ranked EDJ Service, LLC as the lowest priced most responsive and responsible proposer; and

WHEREAS, the Town Council hereby approves the ranking of the SC and authorizes the Town Administrator to enter into an agreement with EDJ Service, LLC; and

WHEREAS, the project is underfunded in the current fiscal year 2019-2020, and the Town desires to provide funds for this project from its General Fund Unassigned Fund Balance; and

WHEREAS, EDJ Service, LLC and the Town desire to enter into an Agreement for the provision of Town-Wide Parks and Property Maintenance Services 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. After reviewing all the information provided, the Town Council hereby approves the selection of EDJ Services, LLC as the lowest priced most responsive and responsible proposer for Town-Wide Park and Property Maintenance Services.

Section 3. The Town Council hereby approves an Agreement between the Town of Southwest Ranches and EDJ Service, LLC in substantially the same form as that attached hereto as Exhibit "B", for Town-Wide Park and Property Maintenance Services.

Section 4. In accordance with the Town Charter and the budget adopted in Ordinance No. 2019-002, the FY 2019-2020 budget is hereby amended by increasing the General Fund: Appropriated Fund Balance revenue account 001-0000-399-39900 in the amount of \$5,700.00; and the General Fund: PROS Department – Ground Maintenance – Parks expense account 001-3600-572-46040 is hereby increased in the amount of \$5,700.00.

Section 5. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with EDJ Service, LLC 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 6. This Resolution shall take effect July 1, 2020.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this ____ day of _____, 2020, on a motion by _____ and
seconded by _____.

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
36944166.1

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13400 Griffin Road
Southwest Ranches, FL 33330-2628

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Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muñiz, MMC, Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council

THRU: Andrew D. Berns, Town Administrator

FROM: December Lauretano-Haines, PROS Coordinator

DATE: May 14, 2020

SUBJECT: **A Resolution to ratify the Selection Committee's ranking of EDJ Service LLC as the highest qualified proposer for RFP 20-007 Town-Wide Parks and Property Maintenance Services and approving an agreement.**

Recommendation

Council approval is needed to enter into a new contract for Town-Wide Parks and Property Maintenance Services.

Issue

The current contract for Town-Wide Parks and Property Maintenance Services expired in February 2020. Entry into a new agreement is required to continue with services.

Strategic Priority

This item supports the Town's Strategic Plan, Priority Area D, Goal 1D by aiming to improve the management and maintenance of public land.

Background

Since the Town's current contract for maintenance of Parks and Properties was due to expire in 2020, Staff sought and received proposals for a new agreement for these services. A total of seven proposals were received. The Selection Committee reviewed the proposals and the Committee ranked six of the proposals to be responsive and responsible as follows (out of 300 total points; ranked highest to lowest):

1. EDJ Service LLC 285

2. Visualscape, Inc.	272
3. Prestige Property Maintenance, Inc.	260
4. SFM Services, Inc.	243
5. Casey's Lawn Service, Inc.	208
6. Superior Landscape	115

Fiscal Impact/Analysis

If approved, the EDJ Service LLC contract agreement increases the Town's General Fund total annual expenditures for Parks and Property maintenance from \$103,845 to \$129,820. This represents an increased cost of \$25,976 annually. Over the term of the 5-year contract, the total increase will be \$129,880. However, due to the timing of contract commencement, the projected impact for FY 2020, commencing July 1, 2020 (3 months) is \$5,700. Accordingly, a Budget amendment totaling \$5,700 is required as follows:

REVENUES:

G.Fd.: Appropriated Fund Balance (001-0000-399-39900)

INCREASE

\$5,700

EXPENSES:

G.Fd.: PROS Dept.–Ground Maintenance-Parks (001-3600-572-46040) \$5,700

Staff Contact:

December Lauretano-Haines, Contract Coordinator
Martin D. Sherwood, Town Financial Administrator

Comparison of Proposal Base Prices:

RFP 20-007 – Parks & Property	SC Committee Ranking (300= total points possible)	Annual cost (Base Proposal)	5-year Total Cost
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Casey's Lawn Service, Inc.	208	\$163,012.00	\$815,060
Superior Landscape	115	\$436,098.00	\$2,180,490

REQUEST FOR PROPOSALS

RFP No. 20-007

Town of Southwest Ranches
is seeking proposals for:

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

Date issued/available for distribution: December 13, 2019

Proposer shall submit one (1) unbound original, six (6) bound copies of the completed proposal, and one (1) electronic copy of the entire proposal in a PDF or similar format, which must be received by the Budget and Procurement Office no later than **Tuesday, January 28, 2020, at 11:00 a.m.** local time. *See* Section 1.7 for mailing instructions.

Mandatory Pre-Proposal Conference: Tuesday, January 7, 2020 at 10:00 a.m. local time. *See* Section 1.4, of this RFP for the location of the Mandatory Pre-Proposal Conference.

ENVELOPE MUST BE IDENTIFIED WITH THE DEADLINE DATE FOR SUBMISSION OF PROPOSALS AND THE RFP NUMBER

CAUTION

Amendments to this Request for Proposals will be posted on the Southwest Ranches Procurement Department's website which can be accessed at <http://southwesteranches.org/procurement>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is the proposer's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for receipt of proposals.

Southwest ranches shall not be responsible for the completeness of any RFP document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE
REQUESTED IN AN ALTERNATIVE FORMAT.

NOTICE TO CONTRACTORS

Sealed Proposals will be received by the Town of Southwest Ranches, Florida (“Town”), in the Procurement and Budget office, 13400 Griffin Road, Southwest Ranches, Florida, 33330, up to 11:00 a.m., local time, and opened in the Grand Oak Conference Room on Tuesday, January 28, 2020, for all material, labor, equipment and supplies necessary for the

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

To better manage document disbursement for the proposal process, the Town will make proposal documents available on the Southwest Ranches Procurement Department’s website which can be accessed at:

<http://southwestranches.org/procurement>.

To review the proposal documents for this project, go to the above URL and click on the project hyperlink. Proposer may then download and print the proposal documents, or contact Venessa Redman at (954) 434 0008 extension 7467, or e mail at vredman@southwestranches.org.

It is recommended that all proposers download and submit a disclosure form for the project of interest. This information is used to notify proposers via email of project information updates (Addendums, proposal date changes, etc.). The disclosure form download is also available on the website listed above.

All proposals shall be submitted in accordance with Provision Section 2 and accompanied by the documentation referenced therein, at a minimum.

The Mandatory Pre-Proposal Conference will be held on Tuesday, January 7, 2020 at 10:00 a.m., in the Grand Oak Conference Room, 13400 Griffin Road, Southwest Ranches, Florida 33330.

Proposals requested shall be set forth in the Proposal and the Proposal Form attached to and forming a part of the Specifications.

Prior to execution of a contract, Proposer shall submit to Town a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the contract. In the event that Proposer does not have a written non-discrimination policy, Proposer shall be required to sign a statement affirming their non-discrimination policy conforms with Section 2.31, of the Request For Proposals (“RFP”).

The Town reserves the right to reject any or all proposals.

CONTRACT DATA

Contract Title: Town-Wide Parks and Property Maintenance Services

Contract Number: RFP No.: 20-007

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road
Southwest Ranches, FL 33330

Owner's Representative: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-0008
Fax: 954-434-1490

Designated Contract Manager: December Lauretano-Haines, Parks Recreation
and Open Space Manager
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-0008
Fax: 954-434-1490

RFP NO. 20-007
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SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposals (“RFP”) is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (“Town”), by and through its Budget and Procurement Department (“Department”). The Department is the **SOLE** point of contact concerning this RFP. All communications regarding this RFP must be done through the Department (*See* Section 1.8).

1.2 PURPOSE OF THE PROJECT

The Department is soliciting proposals from qualified and experienced firms for the Town Wide Parks and Property Maintenance Services including the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this RFP, shall include, but is not limited to litter, trash, debris removal and proper disposal, mowing, edging, hedge trimming, selective trimming, selective tree trimming, tree maintenance, various types of spraying, raking, sweeping, weeding, string trimming, mulching, and other landscape maintenance services, miscellaneous Code Enforcement maintenance services and other work as described herein.

1.3 OPPORTUNITY OFFERED

The initial contract for services (“Contract”) is for a five (5) year term. The Contract may be renewed upon mutual agreement of the parties, subject to the terms and conditions of the Contract. Extensions of the Contract may not exceed fifteen (15) years.

Upon completion of the initial term of the Contract the maximum annual fee may be increased on annual basis at the Town’s discretion. Such increase shall not exceed five percent (5%) of the annual fee under the Contract.

Contractor acknowledges that the annual fee is the maximum amount payable to the Contractor and limits the Towns monetary obligation under the Contract. The monetary limitation does not constitute a limitation upon contractor’s obligation to perform services under the Contract.

Failure on the part of any Proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the RFP, any other relevant documents or matters, or the existing site conditions, shall not be a basis for varying the annual fee under the Contract.

1.4 MANDATORY PRE-PROPOSAL CONFERENCE

All Proposers are **required** to have a representative attend a Mandatory Pre-Proposal Conference, which will be held in the Town’s Grand Oak Conference Room or Council Chambers located at Town Hall on **Tuesday, January 7, 2020 at 10:00 a.m. local time.**

At this meeting, maps will be distributed showing all areas and Work Sites. There will be a Town representative available to answer questions relative to this RFP. However, proposers should not rely on any oral representations, statements or explanations other than those made by this RFP or a formal Amendment to the RFP. Any questions or comments arising subsequent to the Pre-Proposal Conference must be presented, in writing, to the Contact Person (*See* Section 1.8) prior to the date and time stated in the Timetable (*See* Section 1.6).

A PROPOSERS FAILURE TO ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE SHALL RESULT IN DISQUALIFICATION OF ITS PROPOSAL. All proposers shall be required to sign an attendance sheet, which will be collected at the end of the Mandatory Pre-Proposal Conference. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the Mandatory Pre-Proposal Conference.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days' notice.

1.5 QUALIFICATIONS OF PROPOSERS

All proposers to this RFP shall have demonstrated experience in parks and property maintenance.

Evidence that the Proposer holds appropriate licenses to perform the Work and as required by Florida Statutes and local law, must be submitted along with Proposal.

Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

1.6 1.6 TIMETABLE

The anticipated schedule and deadline for this RFP is as follows:

Activity	Date, Time and Location
RFP available for download on website	On or about: December 13, 2019 at: http://southwestranches.org/procurement
Mandatory Pre-Proposal Conference	10:00 a.m. local time, on Tuesday, January 7, 2020, at Town's Grand Oak Conference Room located at Town Hall.
Deadline for Submission of Written Comments/Questions	Tuesday, January 21, 2020, the Budget and Procurement Office, 13400 Griffin Road, Southwest Ranches, FL 33330.
Deadline for Submission of Proposals	11:00 a.m. local time, on Tuesday, January 28, 2020, at the Budget and Procurement Office, 13400 Griffin Road, Southwest Ranches, FL 33330.

Public Opening	Tuesday, January 28, 2020, at the Grand Oak Conference Room, 13400 Griffin Road, Southwest Ranches, FL 33330.
Selection Committee meeting(s); and Oral Presentations (by invitation, if necessary)	Tuesday, February 4, 2020, 10:00 a.m. Wednesday, February 5, 2020, beginning at 10:00 a.m.
Award Date	February 27, 2020

1.7 PROPOSAL SUBMISSION

Proposals must be accompanied by a Cashier's Check or Proposal Bond made payable to the Town of Southwest Ranches in an amount not less than five percent (5%) of the base proposal, as a guarantee that in the event the contract is awarded to the Proposer, they will promptly enter into a contract, and furnish any Insurance Certificates and other documents required by the terms of this RFP. It is anticipated that proposals will be opened at 11:00 a.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on Tuesday, January 14, 2020.

All proposals must be submitted on 8 1/2 x 11-inch paper. One (1) unbound original and six (6) hard copies of the complete proposal must be received by the Town no later than 11:00 a.m. local time, on Tuesday, January 14, 2020. Proposers must also submit an electronic copy of the proposal on CD or flash drive in PDF or similar format. The original and all copies must be submitted in a sealed envelope or container. The proposers complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name
Address
Phone Number

Town of Southwest Ranches
Venessa Redman, Sr. Procurement & Budget Officer
Procurement and Budget Department
13400 Griffin Road
Southwest Ranches, FL 33330

RFP No.: 20-007

Title: Town Wide Park and Property Maintenance Service

Due Date: Tuesday, January 28, 2020

Hand carried proposals may be delivered to the above address ONLY between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the Town.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

The submission of a signed proposal by a proposer will be considered by the Town as constituting a legal offer by the proposer to provide services required by this RFP at the proposed price identified therein. Proposers should not include taxes in proposal prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

No proposals will be accepted after the deadline for submission of proposals or at any location other than the location designated in this RFP.

Facsimile or email submittals will not be accepted. Proposals delivered or received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a proposal is delivered or received will be resolved against the Proposer.

1.8 CONTACT PERSON

The individual designated as the "Contact Person" for the RFP is:

Venessa Redman, Senior Procurement and Budget Officer

Phone: 954-434-0008 Ext. 7467

Fax Number: 954-434-1490

Email: vredman@southwesttranches.org

1.9 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e mail, U.S. Mail no later than Tuesday, January 7, 2020, to the address listed in this RFP Timetable (*See* Section 1.6) or fax number or e mail address listed for the Contact Person (*See* Section 1.8). The request must contain the proposer's name, address, phone number, facsimile number and e mail address.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, facsimile number and e mail address.

Changes to this RFP, when deemed necessary by the Town, will be completed only by written Amendment(s) issued prior to the deadline for submission of proposals. Proposers should not rely on any representations, statements, or explanation other than those made by this RFP or in any Amendment to this RFP. Where there appears to be a conflict between this RFP and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this RFP will be posted on Town of Southwest Ranches Purchasing Department website which can be accessed at <http://southwestranches.org/procurement/>.

It is the sole responsibility of proposers to routinely check for any Amendments that may have been issued prior to the deadline for submission of proposals. Town shall not be responsible for the completeness of any RFP package not downloaded from this website or purchased directly from the Department. A proposer may verify with the designated Contact Person (*See* Section 1.8) that proposer has received all Amendments to this RFP prior to the submission of its proposal.

1.10 PROCUREMENT CODE

Article IX of the Town's Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system that provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town

1.11 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this RFP between a potential vendor, service provider, proposer, lobbyist, or consultant and the Town Council members, Town's professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee. See Article IX, Sec. 2 208(c) for additional information including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RFP and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event that the Town Administrator cancels the solicitation.

During the effective period of the Cone of Silence, any party that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the

selection committee, the procurement consultant, Herb Hyman, CPPO, CPPB and/or the Town Council relative to this RFP, except as may be permitted or required during public meetings of the Town Council.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular proposer shall render any RFP award to said proposer voidable by the Town, and in the Town's sole discretion.

1.12 PUBLIC OPENING

A public opening, of proposals, will take place on Tuesday, January 28, 2020, at 11:00 a.m. local time in the Town Grand Oak Conference Room, located in Town Hall.

The identity of the Proposers and respective total proposal price shall be read aloud. However, no additional information set forth in the proposal shall be made public until the time of a notice of an "Intended award" or 30 days from the Proposal Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

After opening of proposals, the Town will look for any unbalanced proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize the most. The Town intends to award a Contract to the lowest, responsive and responsible Proposer in accordance with the terms of this RFP and the Town's Procurement Code.

In the award of a Contract pursuant to this RFP, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

1.13 EVALUATION OF PROPOSALS

Proposals will be evaluated by the Selection Committee (the "SC") process. The SC will evaluate and rank the Proposals received in accordance with the requirements of this RFP and the Town's Procurement Code.

Proposals shall be evaluated based on the following point system:

Evaluation Criteria	Points
1. Price (Proposal Forms);	40
2. Experience and tenure of Proposer's assigned Project Manager or Work Crew Supervisor relative to this Proposal for Town Wide Parks and Property Maintenance Services;	25
3. Proposed Management Plan for the Town, including commitment of dedicated crews and equipment to the Town, structure of services to be provided;	10

4. Past and present performance including information disclosed by references;	10
5. Price of auxiliary services from Maintenance Proposal: Price List by Service;	10
6. Professional Certifications and memberships.	5
<i>TOTAL POINTS</i>	100

1.14 PROFESSIONAL ORGANIZATIONS

In accordance with the evaluation factors set forth above, preference shall be given to Contractors' proposals evidencing the following professional certifications and memberships in good standing:

- A. Certificate of Training, Best Management Practices, Florida Green Industries, issued by the Florida Department of Environmental Protection;
- B. Certification (any/all) from Florida Nursery Growers & Landscape Association (FNGLA);
- C. Membership in Florida Nursery Growers & Landscape Association (FNGLA);
- D. Membership in Florida Urban Forestry Council (FUFC);
- E. Membership in Florida Turfgrass Association (FTGA);

1.15 AWARD

The Town intends to award a contract to the lowest, responsive and responsible Proposer whose proposal meets the requirements of this RFP, and in accordance with the Town's Procurement Code.

1.16 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town relating to this RFP are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the RFP, or any other relevant documents or matters, shall not relieve the selected Proposer from fully complying with this RFP.

The Town reserves the right to reject all or any portions of any proposal, to reject all proposals, to waive any informality, non-material irregularity or technicality in any proposal, to re advertise for proposals, or take any other such actions that may be deemed to be in the best interest of the Town.

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the contract or award. The quantities and frequencies provided herein, are for proposal purposes only and, will be used for tabulation and presentation of the Proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

SECTION 2 TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

Proposers guarantee their commitment, compliance, and adherence to all requirements of this RFP by submission of their proposals.

Proposers must use the Proposal Response Forms, included in the appendix and must be signed by an authorized party of the proposing entity. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the Proposal documents may invalidate the Proposal. Any erasure or corrections must be initialed by the Proposer in ink. Proposals shall be signed in ink; and all pricing shall be typewritten or filled in with ink. A proposal submission in pencil will not be accepted.

2.2 MODIFIED PROPOSALS

Proposers may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.6). The Town will only consider the latest proposal submitted.

2.3 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn, only by written notification to the Town, prior to the opening of proposals. (*See* Section 1.6). After the opening of proposals, they shall be irrevocable for a period of ninety (90) days. Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a Contract is awarded. Proposers who unilaterally withdraw a proposal without permission of the Town before 90 days have elapsed from the date of the opening of proposals may be debarred and are subject to forfeiture of the Proposal Security.

2.4 LATE PROPOSAL, LATE MODIFIED PROPOSAL

Proposals and/or modifications to proposals received after the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.6) shall not be considered.

2.5 RFP POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all proposals, commence a new solicitation process, postpone or cancel this RFP process, and/or waive any non-material

irregularities in this RFP or the proposals received as a result of this RFP. In addition, the Town Council may reject any proposal prior to award.

Failure on the part of the awarded Proposer to comply with the terms of this RFP, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Proposal security. In that event, the Town may proceed to award the contract to the next lowest, responsive and responsible Proposer, or to re-advertise the project, in its sole discretion when deemed to be in the best interests of the Town.

2.6 COSTS INCURRED BY PROPOSERS

All expenses incurred with the preparation and submission of proposals to the Town, or any work performed in connection therewith, shall be borne by the proposer.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the “Public Records Law” and the “Government in the Sunshine Law” respectively.

2.8 RIGHT TO PROTEST

For purposes of this RFP, the term “Purchasing Code” shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this RFP by reference (“Proposal Protest”). By responding to this RFP, all proposers agree that the Proposal Protest procedures set forth in the Code are applicable to this RFP and shall comply with said procedures.

Any proposer may protest any recommendations for award of the Contract in accordance with Protest Procedures by submitting a written protest to the Director of Purchasing within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Director of Purchasing at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

2.9 RULES; REGULATIONS; LICENSING REQUIREMENTS

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled “Equal Employment Opportunity” as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

Proposer shall submit with the Proposal, evidence of appropriate licenses to perform the work subject of this Proposal, and as required by Florida Statutes and local laws. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation.

The Town, at its discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements for this RFP and the Contract to be awarded. Also, price, responsibility, and responsiveness of the Proposer, including the financial position, experience, staffing, equipment, materials, and references of Proposer, and past history of service by Proposer to the Town and/or with other units of State, and/or local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

2.10 WRITTEN CONTRACT

The successful Proposer shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this RFP, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

2.11 ASSIGNMENT

This RFP and any Contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Contractor, and Contractor may not, either directly or indirectly, assign its rights or delegate its obligations to Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

2.12 CANCELLATION

Failure on the part of the awarded Proposer to comply with the terms of this RFP and to execute and deliver any required Contract Documents, and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Proposer with the next highest ranking by the selection committee, or to re advertise the RFP, and in its sole discretion whenever deemed in the best interests of the Town.

2.13 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RFP or the Contract shall be deemed to create a partnership or joint venture with the Town. Contractor shall be in the relation of an

independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

2.14 COMPLIANCE WITH LAW

Contractor shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this RFP and any Contract awarded and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.15 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 Contractor or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor may be responsible.

2.16 INDEMNIFICATION

To the fullest extent permitted by Florida law, the Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorney fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder.

2.17 SECONDARY/OTHER VENDORS

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of this RFP or any Contract awarded.

2.18 DEFAULT PROVISION

In case of default by the Contractor, the Town may procure the articles or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

2.19 GOVERNING LAW

The validity of this RFP and any Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this RFP or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

2.20 MANNER OF PERFORMANCE

The Town will conduct site inspections to determine the quality of workmanship. Any work deemed to be deficient, shall be corrected by Proposer within twenty-four (24) hours of notification, at no additional cost to the Town. The Town reserves the right to correct deficient workmanship if the Contractor fails to correct the deficiency within 24 hours. If the Town corrects deficient workmanship, the cost to correct, based on line items in the Proposal, plus one hundred dollars (\$100.00) per hour administrative fees, shall be deducted from the Proposers monthly invoice.

Should Contractor fail to perform, Town shall notify Contractor in writing of such failure and Contractor shall have fifteen (15) days thereafter to cure such failure. If Contractor is unable or unwilling to cure, the Town shall be reimbursed actual cost paid to a third party to cure and may immediately terminate the Contract for cause. In the event of any litigation arising out of or relating hereto, the prevailing party shall be entitled to an award of its attorney's fees and costs at both the trial and appellate levels.

Termination for Convenience. This Agreement may be Terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of the Town's intent to terminate this Agreement for Convenience. In the event of a Termination for Convenience, the Town shall pay for services provided by the Contractor through the effective date of the termination, but shall have no further liability or responsibility to the Contractor. Contractor hereby waives any and all claims for additional compensation and damages, including but not limited loss of anticipated profits on work not performed.

Termination for Cause. In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation.

2.21 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this RFP. Any default under this RFP shall subject Proposer to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default

whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.22 REMEDIES FOR BREACH

Should the selected Contractor fail to perform after Contract execution, the Town shall notify Contractor in writing of such failure to perform and Contractor shall have fourteen (14) days to cure such failure or such shorter time as may be set forth in the Contract. If Contractor 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 Contractor 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, and as set forth in the Contract.

2.23 PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a proposal will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

In accordance with Florida Statutes, 119.071(1)(b)(2) Sealed proposals, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434 0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

2.24 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Contractor shall comply with the requirements of 2 CFR §200.321 as applicable to this RFP. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

2.25 CONTRACT PROVISIONS

2.25.1 Agreement. The selected proposer will be required to execute a contract in a form and substance similar to the attached Example Agreement (Exhibit "A"), subject to negotiated exceptions.

2.25.2 Authorization to Sign. In addition to executing the Agreement, the selected proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Agreement is authorized to legally bind the proposing entity. Additionally, if a selected proposer is a partnership, all general partners must sign the Agreement and the notarized statement. If the selected proposer is a joint venture, all members of the joint venture must sign the Agreement and the notarized statement.

2.26 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

Where a Contractor is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Proposal award, the Contractor will

assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Proposer, his agents, subcontractors, or any person the Proposer utilizes in the completion of his contract. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Proposal response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Proposal as non-responsive or otherwise.

The Proposal shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements.

2.27 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected proposer to provide certified copies of all insurance policies specified herein. The selected proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Agreement, insurance coverages and limits, including endorsements, as described in the RFP. Failure to maintain the required insurance shall be considered a material default of the Agreement. The requirements contained therein, as well as the Town's review or acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected proposer under the Agreement.

Prior to award and prior to commencing Work, the Successful Proposer shall provide to the Town certified copies of all insurance policies. The insurance policies shall provide coverage as outlined below:

2.27.1 Worker's Compensation Insurance. is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Proposer shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

2.27.2 Business Automobile Liability Insurance: Proposer shall carry business automobile liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive

endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

2.27.3 Commercial General Liability. Proposer shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

2.28 ADDITIONAL INSURANCE REQUIREMENTS

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator
13400 Griffin Road.
Southwest Ranches, FL 33330

and

Broward County Board of County Commissioners
115 S Andrews Avenue
Fort Lauderdale, FL 33301

The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated "A" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the proposer and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Proposers are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided below and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding. The proposer hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a proposal protest or sue the Town by virtue of such cancellation or rescission.

2.29 PROPOSAL SECURITY

Simultaneous with the delivery of an executed Proposal to the Town, Proposers shall furnish a Proposal Security in an amount equal to five percent (5%) of the total gross amount of the proposal. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier's Check payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

2.30 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any proposer by virtue of this RFP or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

2.31 METHOD OF PAYMENT

The method of payment (check/credit card) is at the Town's discretion. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card ("P-CARD"). Payments made by P-CARD shall be accepted on a "same as cash" basis. No other costs, including but not limited to, service charge, fee, or penalty shall be billed to the Town, for payments rendered by P-Card.

2.32 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Contractor 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. Contractor 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.

Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Contractor 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 Contractor from participating in Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.33 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.

Upon request from the Department, the selected proposer shall submit a completed DOIA within a reasonable time, as requested. If the selected proposer fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

2.34 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractors must disclose with their proposals, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

2.35 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract

with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

Proposer shall complete the attached Sworn Statement on Public entity Crimes, and submit it with its proposal.

SECTION 3 CONTRACT

3.1 CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, or to any permits and conditions thereof, shall mean the latest standard specification, manual, code, laws, regulations or permit in effect at the time of executing the Contract, except as may otherwise be specifically stated.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report findings to the Town in writing, and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected by the findings. Failure to obtain such written interpretation or clarification before proceeding, shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation and/or time, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair or restoration of such Work.

3.2 CHANGES IN THE WORK

Without invalidating the Contract and without notice to any surety, the Town may, issue a Change Order. Upon receipt of a Change Order Contractor shall promptly proceed with the Work included in the Change Order.

The Town and Contractor shall execute appropriate Change Orders which may include: 1) additions, deletions or revisions to the scope of services; 2) acceptance of, or correction of defective Work included in section 3.4,—“Warranty and Guarantee, Correction or Acceptance of Defective Work”.

3.3 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

The Proposal price constitutes the total compensation, subject to authorized adjustments, payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price or Contract Time.

3.3.1 Change Order. The Contract may be changed only by a Change Order approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice, by the Contractor to the Town. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

3.3.2 Unit Prices. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include all Unit Price Work, in an amount equal to the sum of the established unit price. The estimated quantities of items are not guaranteed. Each unit price shall be deemed to include Contractor's overhead and profit.

3.4 WARRANTY AND GUARANTEE; CORRECTION OR ACCEPTANCE OF DEFECTIVE WORK

In addition to any manufacturer's warranties, Contractor warrants and guarantees that all work will be in strict accordance with the Contract Documents and will be free from defects. Any and all defective Work may be rejected, corrected, or accepted, as provided below.

3.4.1 Owner May Stop the Work. If Work is defective, Contractor fails to supply skilled workers, or suitable equipment the Town may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the Town's right to stop Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.

3.4.2 Town May Correct Defective Work. If the Town issues notice, requiring correction of defective work and Contractor fails to do so within seven (7) days of notice, the Town may take all action necessary to correct the defect. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously.

All direct, indirect and consequential costs of the Town in exercising such rights and remedies, will be charged against Contractor in a Change Order and Town shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the decrease or amount due the Town, Town may make claim therefor as provided in section, 3.3 – "Change in the Contract Price or Contract Time" against Contractor and its surety without prejudice to any other right or remedies available. Any resulting direct, indirect and consequential damages shall be recoverable from Contractor and its surety.

3.5 SUSPENSION OF WORK AND TERMINATION

The Town may, at any time and without cause, suspend Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor. Contractor shall resume work on a date so determined by the Town. Contractor shall not be allowed an increase in the Contract Price for any such suspension lasting not more than ninety (90) days. If, through no fault of Contractor, the Work is suspended for a period of more than ninety (90) days, then

Contractor may, upon seven (7) days' written notice to the Town, terminate the Contract and recover from the Town payment for all Work properly executed up to the date of the notice, including reasonable overhead and profit, except as otherwise limited by this RFP or the Contract;. Provided however, that in no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed. The Town may terminate all Work if Contractor violates any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract, terminate the services of the Contractor, exclude Contractor from the site, and finish the Work as the Town may deems appropriate under the circumstances. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs of completing the Work exceeds the unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to obtain the lowest price for the Work performed, nor obtain competitive proposals for the Work except as may otherwise be required by Florida law.

Where Contractor's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor or any surety then existing, or which may thereafter accrue. Any payment of monies due Contractor by the Town will not release the Contractor from liability for unfinished or defective Work and such payment shall not be evidence of acceptance of any defective Work.

Upon written notice to Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract at the Town's convenience. In such case, Contractor shall be paid for all Work executed and any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed.

3.6 PAYMENT

The payment to Contractor is for all materials, labor, services, equipment and all else necessary to fully complete the Work. The Work includes all accessories, appurtenances or other work required for completion of the Contract.

Contractor shall render all Work to the Town at the quoted price stipulated in the Proposal and Proposal Form and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at said prices stipulated in Proposal Form.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Work exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be adjustments to the Contract Price pursuant

to any written Change Order executed by Town and Contractor in accordance with the terms and conditions of this RFP and the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay the invoice, or such undisputed portion as Town shall determine in its sole discretion.

No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property.

SECTION 4 RESPONSIBILITIES

4.1 CONTRACTOR'S RESPONSIBILITIES

Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for the Work. Contractor shall also be responsible to see that the finished Work strictly complies with the Contract Documents.

For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor must be able to read, write, and speak English. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all O.S.H.A. safety requirements while performing the Work. At a minimum, all personnel performing the work subject to this RFP and Contract awarded will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.

All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations. Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable

attorney's fees, at both the trial and appellate levels, to the extent caused by Contractor's improper disposal or site cleanup or failure to comply with any applicable environmental laws.

If the Proposer intends to use sub-contractors to perform any work pursuant to the RFP, these sub-contractors are subject to prior approval by Town. Contractor shall be fully responsible to Town for all acts and omissions of any sub-contractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Contractor shall keep the Work Site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town.

Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property at the Work Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items.

As set forth in the terms of this RFP, Contractor shall pay all sales, consumer, use and other similar taxes and should not include taxes in Proposal prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Contractor to procure all necessary permits and licenses the cost of which shall be deemed included in the Proposal price.

4.2 EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Contractor or anyone else to exercise this right. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

4.3 EQUIPMENT STORAGE AND MOBILIZATION

The Contractor must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents, and shall be responsible for the storage of all materials and equipment at Contractor's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties.

4.4 HOURS OF OPERATION

The Contractor shall perform work Monday through Friday, except Holidays, between 7:00 a.m. and 5:00 p.m.

SECTION 5 SCOPE OF SERVICES

5.1 BACKGROUND

The Town is located in Southwest Broward County, includes thirteen (13) square miles and is home to over 7,344 residents. The Town's environment is rural, filled with grazing animals, nurseries, farms, an abundance of wildlife and unique scenery. Most properties utilize wells for potable water.

There are seven (7) parks within Town limits, comprised of one hundred and fifty-two (152) acres and in various stages of development.

The roadways are comprised of two-lane local roads and rural section collector roads. The Town is currently responsible for the maintenance of eighty-two (82) miles of right-of-way. The rights-of-way include; curbs, gutters, sidewalk and equestrian trails.

The Town operates a multi-use, non-vehicular recreational trail system along its roadways within the right-of-way or by cooperative agreement with landowners. The trail system is currently in various stages of development.

5.2 LANDSCAPE MAINTENANCE BASE STANDARDS

On the contract commencement date, as part of Contractor's complete written proposal of his plan for accomplishing the required work, Contractor shall submit a written proposal for a one-time initial cleanup for the purpose of establishing a base standard for ongoing maintenance of trees, shrubs, turf and other plantings. The initial clean-up shall include, but is not limited to, weeding of landscape beds, shaping and trimming of trees and shrubs per Town specifications as provided in Section 5.9 and in the table of Maintenance Frequencies for landscape material trimming. Upon initial review and coordination with Town's designee, Contractor shall shape and establish trees, shrubs, and other plantings per Town specifications as provided in Section 5.9 and in the table of Maintenance Frequencies for landscape material trimming.

5.3 QUANTITY AND FREQUENCY OF MOWING AND MAINTENANCE SERVICES

The area and limits of mowing/maintenance have been previously established and are distinguishable in the field.

Areas have been inventoried and calculated as to quantity and provided as a courtesy. It shall be the responsibility of the Contractor to verify the quantity of maintenance to be accomplished. Any discrepancies or disagreements concerning quantities shall be mutually resolved in writing prior to beginning work in any area in question. The Contractor shall submit written schedules of maintenance defining frequencies and locations. Contractor's failure to notify the Town in advance of any discrepancies or disagreements shall result in a waiver of any claims by Contractor relating thereto.

The Contractor shall complete one (1) cutting cycle for roadside and median areas within thirty (30) days of beginning the cycle, weather permitting, as determined by the Town's Designee. Mowing will commence the first week of each month and mowing continuously until completion of the cycle (cycle = 30 days.) Areas specified in this RFP shall be mowed in accordance with frequencies set forth in the Maintenance Frequencies herein.

Mowing shall not be completed if bad weather conditions may result in damage to turf, irrigation or other components (i.e., tracking mud onto sidewalks). Contractor must contact the Town's Designee to discuss re-scheduling. If possible, completion of mowing shall take place within seven (7) days of contracted schedule. Areas perpetually saturated shall be string trimmed (e.g., bottom of swales, etc.).

5.4 ADDITIONS OR DELETIONS OF MAINTENANCE AREA

At the Town's discretion, it may add new maintenance areas, delete maintenance areas, reduce the frequency of service, discontinue service by Contractor or request the resumption of service to a previously discontinued area at any given time during the life of the Contract. Evaluation of costs for areas that are to be added or deleted shall be calculated based upon unit prices in the Proposal Forms herein. Upon the Town's written request to the Contractor to add a new maintenance area to the Contract or resume service to a previously terminated maintenance area, Contractor shall commence maintenance to said area within ten (10) days. Service to locations deleted by the Town for durations less than the remaining life of the contract may be resumed at any time for the originally proposed contract value.

5.5 DAMAGE BY CONTRACTOR

Any damage to the road, facilities, sewers, utilities, irrigation systems, neighboring or adjacent properties or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the Town. Failure to restore said damages within three (3) working days following written notification shall result in a deduction from Contractor's next invoice of the Town's expenses for labor, material, services or equipment, including all related

Administrative costs incurred by the Town to restore the property to its original condition. Said notification shall be by letter, fax or email.

5.6 CONTRACTOR'S PERSONNEL

Contractor shall employ personnel competent to perform the work specified herein. The Town reserves the right to request the removal of a Contractor's employee from performing maintenance upon the Town's property where such employee's performance or actions are detrimental to the Town. Contractor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on Town premises. (*See Drug-Free Workplace Certification Form*).

5.7 CONTRACTOR'S VEHICLES

Contractor's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1-½ inch letters. In addition, vehicles shall bear a magnetic sign on each side stating "Contractor for Southwest Ranches Public Works" when performing work hereunder.

5.8 QUALITY OF SERVICES

The quality and acceptance of workmanship will be determined during site inspections by the Town. Areas that are determined to be unacceptable shall be addressed by the Contractor in accordance with Section 2.20.

For each re-inspection required, the Town shall have the discretion to deduct a flat fee of five hundred (\$500) dollars per site requiring re-inspection.

5.9 ROUTINE MOWING / MAINTENANCE SCHEDULE

Contractor shall maintain the contractually covered landscaped areas at the frequency rates prescribed on the Scope of Services – Maintenance Frequencies with conventional production style mowing and lawn maintenance equipment. Exceptions to the specified schedule may be granted by the Town's Designee.

Maintenance shall include but is not limited to the following and shall be performed during each maintenance visit:

5.9.1 Upon arriving at a job site, the Contractor shall inspect the area and ***prior*** to mowing shall remove all litter, glass, rocks, dead foliage, metal, branches, palm fronds, animals, critters or other debris subject to becoming a projectile if engaged by a mower. The Contractor shall, at his own expense, remove and properly dispose of all waste materials, i.e., cans, bottles, paper, and trimmings collected during the operation. Piling of landscape debris on Town/private property is prohibited.

5.9.2 Edge all curbs, edge of pavement, sidewalks, plant beds and tree wells. Edging shall be done along sidewalks, walkways, asphalt paths, curbs, and road edges during each visit. Grass shall also be edged back where it encroaches upon the street from the swale or other areas. Maintain edge of beds as originally designed.

5.9.3 Remove all weeds from curbing, sidewalks, and within three (3) feet of tree wells (chemically or by hand) no string trimming tree wells is permitted. The removal of torpedo grass or sedges by hand is prohibited. Chemical treatment of tree wells shall not exceed the existing three (3) foot diameter Tree Bed. Planting beds and concrete portions of all medians shall be weed free at the completion of the work. Weeding shall include, but not limited to ornamental beds, base of shrubbery, trees, guardrails, fencing and hedges, sidewalks, curb lines, between curb and gutter and edge of pavement, all concrete medians or other areas where weeds exist. Weeds shall be removed during each site visit. Removal of weeds from Tree beds or wells is an item of maintenance to be performed during each maintenance visit. Contractor shall remove all weeds and other wild growth from concrete structures not part of the original landscape design. If sidewalks, asphalt, or recreational trails are present on any assigned segment all, weeds shall be removed by hand or chemical means. If chemical means are used, then three days after application all remaining weeds shall be removed. The Contractor shall exercise extreme care so as not to over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the Contractor's expense.

5.9.4 Mow all grass areas. Mowing shall be done no lower than four and one half (4.5) inches for St. Augustine and Bahia grass. All mowed areas are to be cut with a rotary type mower with sharp, mulching type blades. Excessive grass clippings left on site must be distributed so as not to leave evidence of clumps and/or haystacks.

5.9.5 Remove and clean all debris, dirt, weeds, grass, trash from curb lines and gutters.

5.9.6 String trimming is to be used for areas not accessible to mowing equipment and for areas perpetually saturated which could be damaged by mowing equipment (e.g., bottom of swales, etc.) String trimming under all guardrails is required, unless guardrail has asphalt base, then only spot herbicide treatment shall be used. String trimming shall be done around permanent fixtures and all fixed objects exposed in the turf including but not limited to buildings, signs, sign posts, utility poles, fire hydrants, poles / posts, benches, bulletin boards, bollards, guardrails, trail improvements or other fixtures commonly found in such settings. String trimming shall be done so that desirable vegetation and fixtures are not damaged. String trimming must maintain the required 4.5 inches for St. Augustine and Bahia grass of cut height on slopes. Tree Maintenance tasks include (but are not limited to) weed removal, fertilization, mulch, staking maintenance, and selective tree trimming (water sprouts and suckers) as set forth in Maintenance Frequencies or as directed by Town's Designee. Maintenance Frequencies vary between properties. Tree Bed Weeding and sucker/water sprout trimming on a regular supplemental schedule are outlined in the Maintenance Frequencies.

5.9.7 Post mowing clean-up will be completed after each maintenance visit. Base of shrubbery, trees and other areas to maintain a neat and clean appearance. Pathways and sidewalks shall be blown clean or swept prior to leaving the job site. Contractor will coordinate mowing and clean-up so that clean-up can be completed by the end of the day.

5.9.8 Trimming, pruning and sucker removal – trees will be limbed up to 6' clear trunk and suckers and dead branches will be removed each maintenance visit or as needed and directed by Town's Designee.

5.9.9 Evidence of turf insects and other insects such as chinch bugs, sod webworms, and grubs shall be brought to the attention of the Town's Designee.

5.9.10 Contractor shall be responsible for the cleaning of all debris from the surfaces and/or adjacent to any curb and gutter or catch basin areas that may exist in the areas to be maintained.

5.9.11 Damage to property, turf or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Contractor's sole expense.

5.9.12 All work to comply with current A.N.S.I. Standards – tree, shrub & other plant maintenance.

5.9.13 All structures, monuments signs, streetlights and fencing located on medians or rights-of-way___0, shall be checked for graffiti and cobwebs and cleaned each maintenance visit.

5.10 ADDITIONAL MAINTENANCE SCHEDULE

5.10.1 Selective Trimming of shrub and ground cover material shall be performed as directed by the Town's Designee. This service shall be done the first visit of each month. Trimmings should be chipped or ground for use as mulch in place by the end of maintenance visit.

5.10.2 Tree Maintenance. Includes weed removal, fertilization, mulch, staking maintenance, and selective tree trimming (water sprouts and suckers) as set forth in Maintenance Frequencies herein or as directed by Town's Designee.

5.10.3 Invasive Exotic / Hazard Tree Removal. Upon request, Contractor shall provide service to remove and stump grind to surrounding grade incidental invasive exotic or hazard trees. This is a billable item, which may be requested by the Town from time to time on a per-proposal basis, in accordance with unit prices (labor and equipment-with-operator rates, as applicable) set forth in line item #s 10 through 28 of the Contractor's Proposal for Auxiliary Services.

If directed to perform Invasive exotic/ Hazard Tree removal, the Contractor will receive a Town- issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.

5.10.4 Fertilizer will be applied to trees, shrubs, groundcover and all irrigated and non-irrigated turf areas as specified in Section 5.11.1. This is a billable item, in accordance with unit prices (per lb. or per 50 lb. in place) set forth in line item #s 41 – 44 of the Contractor's proposal for Auxiliary Services.

5.10.5 Fire Ant Control as set forth herein or as directed by Town's Designee for: Trailside Park, Sunshine Ranches Equestrian Park, Rolling Oaks Park, Town Hall, Public Safety Facility, and Country Estates Park. During the term of the contract, other park properties may be added as they are developed and opened to the public. This is a billable item for a total of 3 applications, in accordance with unit prices set forth in line item #10 of the Contractor's proposal for Auxiliary Services.

- A. Provide an initial application of Extinguish Fire Ant Bait to entire property, following manufacturer's recommendations for application amount and methods.
- B. Provide two additional applications, as directed by Town's Designee (total of 3 applications).
- C. If fire ants are not totally eradicated, additional call back service will occur, on an as- needed basis, at no additional charge.
- D. Provide written reports to Town's Designee, following each application, detailing service personnel's observations of the property.

5.10.6 Mulching. Contractor shall provide and install, or install only, mulch as per Section 5.11.4 and as set forth in the Maintenance Frequencies herein. This is a billable item, in accordance with unit prices (per cubic yard installed) set forth in line item # 38 of the Contractor's proposal for Auxiliary Services.

If directed to install mulch, the Contractor will receive a Town-issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.

5.10.7 Catch Basins.

- A. Remove surface debris and vegetation from top of grates each maintenance visit.
- B. Contractor will report in writing to Town's Designee any visible blockage inside catch basins, within 48 hours of finding.

5.10.8 Equestrian Rings/Trail Maintenance.

- A. The Contractor will level off the Trails Show and Practice Rings by dragging on a monthly basis.
- B. Additional dragging maintenance can be requested forty-eight (48) hours in advance. This is a billable item, only if requested to be performed in addition to regularly scheduled monthly service. Contractor shall perform additional dragging maintenance in accordance with prices (per service) set forth in line item # 46 of the Contractor's proposal for Auxiliary Services.

5.10.9 Miscellaneous Code Enforcement Maintenance. When mowing/lawn maintenance is required as directed by Code Enforcement or Town Designee, Contractor shall mow and string trim the property to achieve a neat and uniform cut appearance, documenting work with before and after photos. Lawn to be mowed may ordinarily be expected to have growth typically ranging from a height of 18" to 4' prior to mowing.

5.10.10 Damage/Vandalism. Incidence of damage/vandalism will be reported to the Town's Designee within 2 hours. Repair for damage/vandalism is not included in this RFP and will be bid separately.

5.11 MAINTENANCE AND FREQUENCY STANDARDS

5.11.1 Fertilizer. On the contract commencement date, as part of Contractor's complete written proposal of his plan for accomplishing the required work, Contractor shall submit a written fertilization plan in accordance with the Maintenance Frequencies herein. The chemical composition of fertilizer must be approved prior to application. Notice shall be given to the Town's Designee as to the areas to be fertilized. Deliver fertilizer materials in original, unopened, and undamaged containers showing weight, analysis, and name of manufacturer each delivery time and location. Store in a manner to prevent wetting and deterioration. Contact the Town's Designee a minimum of forty-eight (48) hours in advance of fertilizer delivery with a specified delivery time and location.

Fertilizer and weed control materials shall be applied at rates as established by accepted horticultural standards, manufacturer's recommendations, and as approved by Town's Designee. When applying fertilizer on any tree, shrub or groundcover material on a slope, all of fertilizer application shall be on the top half of the root zone on the upward side of the slope. Fifty percent (50%) of said fertilizer shall be a continuous bead of fertilizer, on the perimeter of the upward side of the tree ring or plant bed.

- A. Trees. Application of 8-2-10 90% sulphur-coated, granular fertilizer per Maintenance Frequencies herein.
- B. Palm Trees.

- i. Applications of 8-2-10 90% sulphur-coated granular fertilizer at a rate of one pound per inch of trunk, measured 4.5' above grade per Maintenance Frequencies herein.
- ii. As required by the Town's Designee, Magnesium Sulfate and/or Manganese Sulfate for palm trees shall be applied at a rate of one-half pound caliper inch of tree trunk measured at 12" above grade.
- iii. Said fertilizer shall be distributed evenly at least 12 inches from the trunk and no greater than 24 inches from the tree trunk.
- iv. Should the root area be on a sloped terrain, seventy-five (75%) of said the fertilizer shall be on the up-slope side of the root system between 24 to 30 inches from the tree trunk. The remainder of the fertilizer shall be distributed evenly on the down slope side of the root system, between six and 12 inches from the tree trunk.

C. Shrubs and Groundcover. All shrubs are to receive applications of granular 8-2-10 90% of sulphur-coated fertilizer, according to the manufacturer's label. Follow Maintenance Frequency schedule for tree fertilization.

D. Turf. Application of 15-0-15 50% sulphur-coated with Talstar granular fertilizer following the manufacturer's highest recommended rate per Maintenance Frequencies herein.

A spot treatment of liquid weed control in the turf grass to occur according to the manufacturer's recommendations, and a follow up spot treatment shall occur, weather permitting, as stated by the manufacturer's label.

5.11.2 Chemicals. All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by a person holding a valid Florida Certified Pesticide Applicators License. Application shall be in strict accordance with all governing regulations.

A. List. A written list of proposed chemicals shall include commercial name, application rates, type of usage along with the Material Safety Data Sheet for each chemical shall be submitted to the Town's Designee prior to commencement of the work. All proposed chemicals shall be approved by the Florida Department of Agriculture and used as per manufacturer's label. The Contractor will be required to maintain a copy of all documents, including all Material Safety Data Sheets, in his possession whenever applying chemicals within the Town.

B. Records. Records must be kept and retained (with copies provided to the Town's Designee along with the monthly invoice) as prescribed by law for the

use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions.

- C. Application. Chemicals shall be applied using methods which prevent drifting onto adjacent property and preventing any toxic exposure to persons or property whether or not they are in or near the Project. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.
- D. Damage. Any soil, sod or plants contaminated or damaged by misuse of chemicals as determined by the Town's Designee shall be removed and replaced, at the sole expense of Contractor.
- E. Caution. No chemical with a signal word higher than caution shall be used at any time.
- F. Flags. It is also required that when applying any chemicals to areas of heavy pedestrian traffic, spray application warning flags shall be utilized to designate areas in clear sight and removed within 24 hours once sufficient time period has elapsed.
- G. Indemnification. The hold harmless and indemnification provisions of this RFP shall be applicable to any damages to persons and/or property arising out of or in connection with Contractor's use of chemicals, as a result of a contract award.

5.11.3 Herbicide. The Contractor may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable federal, state, county and municipal regulations. Herbicides may be used only with prior approval by the Town's Designee as to type, location and method of application. The Contractor shall exercise extreme care so as not to over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the Contractor's sole expense.

5.11.4 Mulch. Clean, ecologically sustainable Melaleuca mulch ('Florimulch') or approved equal shall be used. Provide product label or sample of type and grade of mulch, for Town approval, prior to delivery.

- A. Location, Frequency and Amount of mulching as per Maintenance Frequencies or as directed by Town's Designee.
- B. Installation. Contractor will provide and install all required mulch at the contract unit prices. If directed to install Town supplied mulch, Contractor will transport and install at the labor and equipment-with-operator rates outlined in the Maintenance Proposal for Auxiliary Services.

- C. Compacted Mulch. to be installed so as to not be within 3” of base of plant material.

5.11.5 Bahia, St. Augustine, and other Sod Replacement. Where select areas require sod replacement, as directed by the Town’s Designee, Contractor shall furnish and install specified sod species in accordance with the provisions of this section. The Contractor shall provide establishment watering or shall coordinate with the Town’s Designee to monitor and adjust the irrigation system as required to achieve well-rooted and healthy sod.

- A. Installation. The Contractor shall prepare the installation site by string trimming all dead and/or brown vegetation to the soil level. The Contractor shall furnish and install said Bahia, St. Augustine or other species of sod as specified. Sod bed shall be moist at time of installation.
- B. Quality. The sod shall be thick, well matted and evenly cut. The sod shall be strong enough to retain its shape when handled by the top grass blades. The sod pieces shall be a minimum 18” x 24” size. The sod bed is to be well-compacted and even. The sod shall be laid by hand so there are no gaps or voids between pieces. Stagger the sod pieces between rows.
- C. Slopes. On slopes, the rows shall run 90° to the slope direction. Roll or hand tamp the sod after installation and commence watering. The Contractor shall coordinate with the Town’s Designee to monitor and adjust the irrigation system as required to achieve well-rooted and healthy sod. The sod level shall be set so water flow from adjacent surfaces is not impeded. For slopes with a greater than 4:1 ratio, sod shall be pinned in place as required to prevent dislocation.
- D. Weeds and Pests. The sod and soil below any new sod areas to be replaced shall be guaranteed free of weeds and pests that affect its uniform appearance for ninety (90) days. Sod lines at shrub beds, tree rings and pavements shall be even and sharp.

SECTION 6 GENERAL REQUIREMENTS

6.1 DISPOSAL

No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The Contractor must closely adhere to all local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup. Contractor further agrees to indemnify, defend and hold Town harmless from any such penalties and any injury or damage resulting from such non-compliance.

6.2 DEBRIS

All debris removed from Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations.

The Contractor shall exercise the necessary care to preclude any source of litter by his operations.

6.3 TRAFFIC

The Contractor will be responsible for design, set-up and Maintenance of Traffic (MOT) operations for work being performed within public rights-of-way. MOT plans are to be submitted to the Town for approval prior to implementation. MOT plans shall be prepared by MOT-certified personnel and must be in accordance with and conform to the current edition of the FDOT Roadway and Traffic Design Standards Indexes, the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as minimum criteria.

6.4 LAWS AND PERMITS

Contractor shall comply with all applicable federal, state and local laws, regulations and ordinances. It is the responsibility of the Contractor to procure all necessary permits and licenses for performance of all work hereunder.

6.5 COORDINATION WITH TOWN

The Project Manager or Work Crew Supervisor of the Contractor must be available by telephone within thirty (30) minutes of initial call in order to be able to reply to the needs and requests of the Town Designee in an efficient manner Monday through Friday, 7:00 a.m. to 4:00 p.m. The Contractor shall confer with the Town's Designee on a daily basis. Work hours in the Town are between 7:00 a.m. and 5:00 p.m. Upon execution of the contract, the Town will provide the Contractor with after-hours/emergency contact information for the Town's Designee(s).

6.6 COMPLETION OF TASK

The Contractor shall complete any specific maintenance item, task, or auxiliary service requested by the Town within 24 hours of notification, unless otherwise agreed upon by Town's Designee.

6.7 ADDITIONAL SERVICES

Additional services required shall be evaluated by both the Town and the Contractor for the mutual determination of a fair unit cost, to be based upon similar service rendered at similar sites.

6.8 REPAIRS

The Contractor shall notify the Town, within the same work day as discovered, of any items in need of repair, restoration and/or replacement. The Town may request a proposal for the repair, restoration and/or replacement of the material. The Town reserves the right to seek alternate proposals and to engage the services of others to perform same

6.9 VANDALISM

In the event the Contractor discovers or is made aware of damage, vandalism or theft at a Site specified herein, the Contractor shall notify the Town's Designee within 30 minutes of such discovery.

6.10 STAGING

The Contractor shall be prohibited from having his vehicles enter the sites specified herein without the prior consent of the Town's Designee. The Contractor shall provide a written staging location plan for the Town's approval prior to commencement of any work.

6.11 FORCE MAJEURE

In the event of a natural disaster or other type of emergency which may disrupt the scheduled work or work sites, the Town reserves the right to adjust, modify or suspend services at any and all locations.

6.12 UNIFORMS

At all times while performing the work subject to RFP, all the Contractor's personnel shall be required to wear uniforms (e.g. work shirts, etc.) clearly identifying the Contractor's company name, and a Contractor-supplied name and photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from Town property.

SECTION 7 SPECIAL REQUIREMENTS

7.1 MEETING WITH TOWN

The Contractor's President/Chief Operating Officer must be available to attend meetings with the Town and/or its designee within 24 hours of notification.

7.2 COMMUNICATION

For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor who can read, write, and speak English fluently is required. The Project Manager or Work Crew Supervisor shall have proven technical and managerial experience in grounds maintenance. The

Town reserves the right in its sole discretion to approve or disapprove selection of the Project Manager / Work Crew Supervisor.

7.3 ON CALL

The Contractor, or an employee of the Contractor approved by the Town, must be on 24-hour call, at all times, for emergency purposes.

SECTION 8 SPECIAL PROVISIONS

8.1 UNIT PRICES

The Contractor is advised that the contract is a unit price contract. As such, the intent of the contract is to include all labor, materials, transportation, equipment, fuel, and all other items necessary to complete the item of work, in the unit price for the item. All items incidental to or necessary for the completion of the proposal item shall be included in the unit price for the item.

8.2 PHYSICAL CONDITIONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Contractor shall have full responsibility with respect to physical conditions in or relating to existing surface and subsurface structures. By submitting its Proposal, Contractor represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Proposal.

Contractor shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any potential modifications to the terms and conditions.

8.3 FREQUENCY OF SERVICE

Contractor shall maintain the contractually covered maintenance areas at the frequency rates required by conventional style mowing and lawn maintenance equipment.

8.4 PROJECT LIMITS

This RFP pertains to the maintenance of publicly owned properties throughout the Town, including but not limited to parks, and recreational trails. The maintenance area is bounded on the north by Griffin Road, the south by Sheridan Street, the east by Flamingo Road and to the west by US 27. See Maintenance Locations /Zones list for all delineated areas to be maintained.

SECTION 9 DEFINITIONS

ADDENDA. Written or graphic instruments which clarify, correct or revise the proposal documents or the Contract Documents for this Request for Proposal.

PROPOSAL. The offer or proposal to perform all services required in this Request for Proposal.

BOARD AND BATTEN. method of supporting plant material which utilizes 2 X 4 (or larger) lumber battens, and burlap wrapping installed on a tree trunk to protect it from injury. Specified for trees of greater than 3 inches in caliper.

BOND. Proposal, performance and payment bonds which guarantee performance of obligations specified in the Contract.

CHANGE ORDER. A document which amends the scope of services, scheduling or pricing within the executed Contract.

CODE ENFORCEMENT. Tasks assigned by Code Enforcement Department or Town Designee separate and distinct from Contract Work to remediate specific private property non-maintenance issues.

CODE ENFORCEMENT MOWING. Mowing of basic turf overgrowth, of property under Code Enforcement action, assigned by Code Enforcement Department or Town Designee. Does not include detailed landscaping maintenance.

CONTRACT. A written Agreement with the Town which incorporate the terms of this RFP, the accepted Proposal, and delineates the Work to be performed and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council.

CONTRACT DOCUMENTS. The Contract, Addenda, Contractor's Proposal (including documentation accompanying the Proposal), the Bonds if required, these General Conditions, and any Drawings, Exhibits and Attachments referenced in this RFP, together with all amendments, modifications and supplements issued on or after the Effective Date of the Contract.

CONTRACT PRICE. The monies payable by Town for services provided by the Contractor and in compliance with Contract standards.

CONTRACTOR. The person or entity with whom Town has entered into the Contract with for performance of the Work, as described in this RFP.

DAY. Shall mean calendar day, unless otherwise specified.

DEFECTIVE. An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, applicable codes, test or approval referred to in the Contract Documents, or has been damaged prior to Town's final payment.

DEFECTIVE WORK. Work that fails to comply with industry standards, contract provisions, or does not pass inspection.

EFFECTIVE DATE OF CONTRACT. The latest execution date of the Contract.

FINAL COMPLETION. Work completed in compliance with industry standards, contract provisions, and passed final inspection.

FIRE ANT CONTROL. The use of chemicals to control of insects utilizing a three times per year schedule. Specified product is Extinguish Ant Bait or approved equal that is non-toxic/harmful to grazing livestock.

INSECTICIDE/FUNGICIDE APPLICATION. Identifying areas of landscape or plant material affected by insects and/or disease and applying corrective chemicals.

JOINT/CRACK CLEANING. Joints and cracks in concrete, asphalt, brick or other hard surfaces paved medians shall be kept clean of weeds at all times. Routine spraying of weed control products shall be used to control weed growth. Any type of joint/crack weed eradication which damages concrete, asphalt, brick or other hard surfaces shall be repaired and restored to its original condition within seven (7) days, at the Contractor's expense, subject to approval by the Town or its Designee.

LANDSCAPE BED. Planted area where shrubs, groundcovers, and /or other plant material and trees are grouped together in a mulched bed.

LITTER REMOVAL. Collection and proper disposal of all trash and debris, including but not limited to items such as paper, cans, bottles, auto parts and dead animals in the Right-of-way.

LODGE POLE AND SISAL. A method of supporting plant material utilizing staking lumber landscape lodge poles and sisal chord or rope to secure the poles to the tree trunk. Specified for trees of three inches caliper or less.

MAINTENANCE. As defined for this RFP, includes but is not be limited to litter, trash and debris removal and proper disposal, mowing, edging, hedge trimming, selective trimming, selective tree trimming, various types of spraying, raking, sweeping, weeding, string trimming, mulching, and other property maintenance services, miscellaneous Code Enforcement maintenance services and other Work as described herein.

PROJECT. The whole or any part of the Work to be provided under this RFP and the Contract Documents.

PROPOSAL. The offer or proposal of a Proposer submitted on the prescribed form(s) and including all information and submission required by the RFP.

ROOT BALL STAKING. A method of supporting plant material which utilizes vertical and horizontal lumber supports around the root ball of a plant. Specified for all trees with sufficient root systems. This is the preferred method of staking trees in Southwest Ranches.

SELECTIVE TRIMMING. Shall include trimming foliage growth specified for select plantings including one or more of the following: removal of low growth, removal of growth over a specified height, removal of dead or diseased plant parts, removal of suckering, sprouting, adventitious growth, removal of seed pods, removal of branches or fronds in paths and/or walkways.

SERVICE CATEGORY. Specific type or style of maintenance services indicated by location or zone (some zones are not applicable and therefore not included in this RFP), as follows:

Service Category D: Type or style of maintenance as defined in this RFP located within Maintenance Zones 33 through 43, Parks and Other Town Property Maintenance.

SITE. An area of ground within the Town, requiring maintenance. (e.g. “Sunshine Ranches Equestrian Park”).

SITE INSPECTIONS. Inspections made by the Town to verify the quality of the Work performed or to verify that deficient work has been corrected.

STRING TRIMMING. Shall be used to maintain any area that is not accessible by mowing equipment. In turf areas, string trimming shall be four and one half (4.5) inches in height, depending on types of turf maintained. Scalping of sod areas shall be prohibited. (*See* Section 5.8). The girdling of trees is to be avoided at all times.

SWEEPING/BLOWING. Shall be used to gather post-cut landscape and other debris from hardscape surfaces.

TOWN. Town of Southwest Ranches, Florida.

TREE BED. A circular area extending three (3) foot from a tree trunk, surrounding any individual trees not planted in multiples in landscape beds.

TREE SERVICES. Erection and reset of downed, wind-thrown trees and tree straightening / Staking. Service to upright fallen or downed trees and provide support with specified staking method.

TRASH RECEPTACLE. Any park fixture for the collection of trash and debris. Is to be maintained by daily or weekly removal of trash to a location specified by the Town.

WEEDING. The removal of unwanted plant material to control wild, invasive vegetative growth which was not included in the original landscape design. Weeding shall include, but is not limited to ornamental beds, base of shrubbery, trees, tree beds, guardrails, fencing, hedges, sidewalks, curb lines, between curb and gutter, edge of pavement, all concrete medians or other areas where weeds exist. These areas shall be maintained “weed free” at the completion of the work for each site.

WORK. The result of performing services, furnishing labor, furnishing and incorporating materials and equipment, as required by the RFP, Contract Documents and addendums.

**APPENDIX A
PROPOSAL FORMS
SERVICE CATEGORIES/MAINTENANCE LOCATIONS/ ZONES/SERVICE
CATEGORY D: PARKS AND OTHER TOWN PROPERTY MAINTENANCE – ZONES
33 THROUGH 432**

Service Category	Zone #	Location / Zone Name	Total Acres	Area to maintain
D	33	Trailside Park	4	Entire
D	34	Sunshine Ranches Equestrian Park	20	Entire
D	35	Calusa Corners Park	11	Entire
D	36a.	Southwest Meadows Sanctuary Park	26	Entire
D	36b.	Southwest Meadows Sanctuary Park Landscaped areas, weed control	1	Entire
D	37a.	Rolling Oaks Park	44.5	Entire
D	37b.	Rolling Oaks Park Butterfly Garden, weed	1	Entire
D	38.	Frontier Trails Park	30	Improved or cleared areas only (approx. <1 acre). Other areas may be added later
D	39.	Town Hall	2	Entire
D	40.	Public Safety Facility	<1	Entire
D	41.	Stirling Rd. at SW 185 Way “pocket park”	1.6	Entire
D	42.	Country Estates Fishing Hole Park ²	16	Improved or cleared areas only (approx. 5 acres). Other areas may be added later
D	42b.	Country Estates Fishing Hole Park, playground ant bait	<1	
D	43.	Broadwing Building ¹	1.7	Improved or cleared areas (approx. <1 acre) highlighted in the attached drawing

***All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.**

- 1. As applicable, based on Maintenance needed for amenities on site**
- 2. Probable future addition (of whole property or by acre) to Contract.**

**APPENDIX A
PROPOSAL FORMS
SERVICE CATEGORIES/MAINTENANCE FREQUENCIES**

Location/ Zone/ Service	Acres	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
33. Trailside Park	4	24	1	1	1	2	3	3	3	3	2	2	2	1
34. Sunshine Ranches Equestrian Park	20	26	1	1	1	2	3	3	3	3	3	3	2	1
35. Calusa Corners Park	11	20	1	1	1	1	2	2	3	3	2	2	1	1
36a. Southwest Meadows Sanctuary Park	26	12	1	1	1	1	1	1	1	1	1	1	1	1
36b. Southwest Meadows Sanctuary Park Landscaped areas, weed control	1	32	2	2	3	3	3	3	3	3	3	3	2	2
37a. Rolling Oaks Park	44.5	24	1	1	1	2	3	3	3	3	2	2	2	1
37b. Rolling Oaks Park Butterfly Garden, weed	1	32	2	2	3	3	3	3	3	3	3	3	2	2
38. Frontier Trails Park ²	30	12	1	1	1	1	1	1	1	1	1	1	1	1
39. Town Hall	2	24	2	2	2	2	2	2	2	2	2	2	2	2
40. Public Safety Facility	<1	24	2	2	2	2	2	2	2	2	2	2	2	2
41. Stirling Rd. at SW 185 Way “pocket park”	1.6	16	1	1	1	1	1	2	2	2	2	1	1	1
42. Country Estates Fishing Hole Park ²	16	24	2	2	2	2	2	2	2	2	2	2	2	2
42b. Playground ant bait	<1	12	1	1	1	1	1	1	1	1	1	1	1	1
43. Broadwing Building ¹	1.7	6	1	0	1	0	1	0	1	0	1	0	1	0

***All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.**

1. As applicable, based on Maintenance needed for amenities on site.

2. Probable future addition (of whole property or by acre) to Contract.

**APPENDIX A
PROPOSAL FORMS
SERVICE CATEGORIES/MAINTENANCE FREQUENCIES**

Location/ Zone/ Service	Acres	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Fire Ant Control	N/A	3	0	1	0	0	1	0	0	0	0	1	0	0
Tree Bed Weeding	N/A	6	1	0	1	0	1	0	1	0	1	0	1	0
Sucker/ water sprout trimming	N/A	6	1	0	1	0	1	0	1	0	1	0	1	0
Fertilization	N/A	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	N/A	1-2												

***All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.**

- 1. As applicable, based on Maintenance needed for amenities on site.**
- 2. Probable future addition (of whole property or by acre) to Contract.**

**MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY
(BASE PROPOSAL):**

Service Category	Location/ Zone #	Location Name	Unit Price	Annual Price – (Frequencies as per “Maintenance Frequencies”)
D	33	Trailside Park 4 acres	\$	\$
D	34	Sunshine Ranches Equestrian Park 20 acres	\$	\$
D	35	Calusa Corners Park 11 acres	\$	\$
D	36a.	Southwest Meadows Sanctuary Park 26 acres	\$	\$
D	36b.	Southwest Meadows Sanctuary Park Landscaped areas, weed control 1 acre	\$	\$
D	37a.	Rolling Oaks Park 44.5 acres	\$	\$
D	37b.	Rolling Oaks Park Butterfly Garden, weed 1 acre	\$	\$
D	38.	Frontier Trails Park 30 acres	\$	\$
D	39.	Town Hall 2 acres	\$	\$
D	40.	Public Safety Facility <1 acre	\$	\$
D	41.	Stirling Rd. at SW 185 Way “pocket park” 1.6 acres	\$	\$
D	42.	Country Estates Fishing Hole Park 16 acres	\$	\$
D	42b.	Playground ant bait <1acre	\$	\$
D	43.	Broadwing Building 1.7 acres	\$	\$

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

GRAND TOTAL – MAINTENANCE PROPOSAL:

PRICE LIST BY ZONE (BASE PROPOSAL): \$ _____

PROPOSER’S SIGNATURE: _____

COMPANY NAME: _____

CONTRACTOR'S PROPOSAL FOR AUXILIARY SERVICES

Item No.	Services	Unit	Unit Price
1	Parks and Other Town Property Mowing, Trimming and Maintenance	Per Acre	\$
2	Parks and Other Town Property Mowing Only Maintenance	Per Acre	\$
3	String Trimming Only Maintenance	Per Linear Foot	\$
4	String Trimming Only Maintenance	Per Square Foot	\$
5	Shrub Trimming Only Maintenance	Per Square Foot	\$
6	Weeding Only Maintenance	Per Square Foot	\$
7	Edging Only Maintenance	Per Linear Foot	\$
8	Line of Sight/Brushback	Per Square Foot	\$
9	Herbicide spraying	Per Square Foot	\$
10	Fire Ant Control Service	Per lb. in place	\$
11	Laborer/Groundskeeper	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri	\$
12	Laborer/Groundskeeper	Per hour for all other times	\$
13	Supervisor/Foreman	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri	\$
14	Supervisor/Foreman	Per hour for all other times	\$
15	Certified Arborist	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri	\$
16	Certified Arborist	Per hour for all other times	\$
17	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs. with operator.	Per hour =	\$
18	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs. with operator.	Per day =	\$
19	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs. with operator.	Per week =	\$
20	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs. with operator.	Per month =	\$
21	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per hour =	\$

22	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per day =	\$
23	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per week =	\$
24	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per month =	\$
25	Min. 15,000 GVM Dump Truck with Operator	Per hour =	\$
26	Min. 15,000 GVM Dump Truck with Operator	Per day =	\$
27	Min. 15,000 GVM Dump Truck with Operator	Per week =	\$
28	Min. 15,000 GVM Dump Truck with Operator	Per month =	\$
29	Watering Truck with Operator	Per hour =	\$
30	Watering Truck with Operator	Per day =	\$
31	Watering Truck with Operator	Per week =	\$
32	Watering Truck with Operator	Per month =	\$
33	Hydraulic Bucket Truck with a reach of 55', with operator	Per hour =	\$
34	Hydraulic Bucket Truck with a reach of 55', with operator	Per day =	\$
35	Hydraulic Bucket Truck with a reach of 55', with operator	Per week =	\$
36	Hydraulic Bucket Truck with a reach of 55', with operator	Per month =	\$
37	Mowing of turf area – Acreage	Per acre=	\$
38	Melaleuca Mulch	Per Cubic Yard installed	\$
39	Bahia Sod per pallet furnished & installed	Per pallet furnished & installed	\$
40	St. Augustine Sod per pallet furnished & installed	Per pallet furnished & installed	\$
41	8-2-10 – 90% sulphur coated	Per 50 lb. in place	\$
42	15-0-15 – 50% sulphur coated, with Talstar	Per 50 lb. in place	\$
43	Micronutrients: Manganese, in granular form	Per lb. in place	\$

44	Micronutrients: Magnesium, in granular form	Per lb. in place	\$
45	Removal & Proper disposal of debris	Per Cubic Yard	\$
46	Sunshine Ranches Equestrian Park Additional Ring and Trail dragging	Per Service	\$
47	Re-set downed/wind thrown tree	Per Tree	\$
48	Staking – root ball staking (preferred method)	Per Tree	\$
49	Staking and guying - board and batten materials (3" caliper or greater)	Per Tree	\$
50	Staking and guying - lodge poles and sisal materials (3" caliper or less)	Per Tree	\$
51	Removal of exotic/hazard tree	Per Caliper inch of trunk	\$
52	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	%	\$
Miscellaneous Code Enforcement Maintenance			
53	Mowing/trimming maintenance	Per Individual Proposal	

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, services, materials equipment, etc., to perform Town Wide Parks and Property Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

COMPANY NAME: _____

The quantities indicated in the Proposal Forms are estimates of the work and intended for evaluation purposes. The Town does not guarantee the quantities shown on the Proposal form. Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as Principal or Principals is/are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proposer shall furnish prices for all Proposal items. Failure to do so may render the Proposal invalid and cause its rejection. Also, evidence that the Proposer holds appropriate licenses to perform the Work which is the subject of this Proposal, and as required by Florida Statutes and Local law, must be submitted along with the Proposal. Proposers must also have the insurances and any applicable bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

All applicable federal, state and local taxes, and insurance are included in the Proposal price. In the event of any discrepancy in the line item amounts, the calculated total shall control.

Both the Proposer and the licensee shall fill in the information on next page, pursuant to chapter 489, Florida Statutes. Licensee is defined as the person who is the licensed Contractor who qualifies the Proposing Company, Corporation or Partnership. If the Proposer is an individual, he must be licensed. (Please print or type, excluding signatures).

[Remainder of page intentionally left blank]

PROPOSER INFORMATION

NAME: _____

ADDRESS: _____

FEIN: _____

LICENSE NUMBER: _____ STATE OR COUNTY: _____

LICENSE TYPE: _____
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

PROPOSER'S ADDRESS: _____

PROPOSER'S PHONE NUMBER: Office: _____ Cell: _____

PROPOSER'S EMAIL ADDRESS: _____

By: _____

Name of Corporation/Entity

Address of Corporation/Entity

Signature of President or Authorized Principal

By: _____

Title: _____ (If the Proposer is a Corporation, affix corporate seal)

**APPENDIX B
DISCLOSURE OF OWNERSHIP INTEREST**

**TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
COUNTY OF _____**

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

[] an individual or

[] the _____ of _____.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its Town Council.

2. Affiant's address is:

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to profit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches policy, and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

AFFIANT FURTHER SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public

(Print Notary Name)
State of _____ at Large
My Commission Expires: _____

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.

Address

This image shows a full page of blank handwriting practice paper. It features multiple sets of horizontal lines, each consisting of three parallel lines (top, middle, and bottom) to guide letter height and placement. The lines are evenly spaced across the entire page, providing a structured environment for practicing cursive or other handwriting styles. There are no margins, text, or other markings on the paper.

APPENDIX C
DRUG FREE WORKPLACE

Proposers must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S SIGNATURE: _____

PROPOSER: _____

APPENDIX D
SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Para. 287.133(1) (a), Florida Statutes, means:

(i). A predecessor or successor of a person convicted of a public entity crime; or

(ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of

a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

PROPOSER: _____

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

**APPENDIX E
NON-COLLUSION AFFIDAVIT**

State of _____)) ss:

County of _____)

_____ being first duly sworn deposes and says that:

- (1) He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

PROPOSER: _____

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

APPENDIX F
CERTIFICATE OF AUTHORITY

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that _____, as Principal or Owner of (Company name) _____, is hereby authorized to execute the Proposal dated _____ 20____, to the Town of Southwest Ranches and his execution thereof, attested by the undersigned, shall be the official act and deed of _____. (Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Secretary:

(SEAL)

PROPOSER: _____

APPENDIX G
CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, _____, 20____, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this _____ day of _____, 20____.

Secretary:

(SEAL)

PROPOSER:_____

APPENDIX H
CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that a meeting of the Partners of the _____

A partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as of the Partnership, be and is hereby authorized to execute the Proposal dated _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the _____ shall be the official act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this __, day of _____, 20____.

Secretary:
(SEAL)

PROPOSER: _____

APPENDIX I
CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that a meeting of the Partners of the _____

A corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as of the Joint Venture, be and is hereby authorized to execute the Proposal dated _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this __, day of _____, 20____.

Secretary:
(SEAL)

PROPOSER:_____

**APPENDIX J
PROPOSAL BOND**

Bond No. _____

PROPOSAL BOND

State of _____)

) ss:

County of _____)

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____, as Principal, and _____

_____, as Surety, are held and firmly bound unto the Town of Southwest Ranches, a municipal corporation of the State of Florida, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal, dated _____ 20 __ for:

“RFP No.: 20-007: Town-wide Parks and Property Maintenance Services”

NOW, THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternate
- (b) If said Proposal shall be accepted and the Principal shall properly execute and deliver to said Town the appropriate Contract Documents, including any required insurance and bonds, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Proposal, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this ____ day of _____, 20 __, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

[Signatures on next page]

PROPOSER: _____

By: _____

Title: _____

IN PRESENCE OF: _____

(Individual or Partnership Principal)

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

SURETY: _____

By: _____

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Countersigned by Florida Agent:

Name: _____

Date: _____

APPENDIX K
GOVERNMENTAL CONTACT INFORMATION

Please list NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON

PROPOSER: _____

APPENDIX L
ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO THE TOWN OF SOUTHWEST RANCHES:

_____, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to _____'s failure to comply with such regulations.

ATTEST

CONTRACTOR

BY: _____

Print Name

Date: _____

PROPOSER: _____

APPENDIX M
PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request for Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the Proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request for Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposers who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the Proposal Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer: _____

Proposer's Name: _____

Proposer's Address: _____

Proposer's Phone Number: _____

Proposer's Email: _____

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):

[Signatures on next page]

PROPOSER: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____ of _____ (Proposer), who is personally
known to me or who has produced _____ as identification and who did (did
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of _____ County, Florida

Notary Signature

Name of Notary Public: (Print, Stamp, or type as Commissioned)

PROPOSER: _____

APPENDIX N
PROPOSER EXPERIENCE QUESTIONNAIRE

The Proposer's response to this questionnaire will be utilized as part of the Town's Proposal Evaluation and Contractor selection. Proposers must have current licensures applicable to this type of work and must have experience on comparable work.

List comparable contract experience and client references:

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

PROPOSER: _____

APPENDIX O
SUB-CONTRACTOR LIST

In the form below, the Proposer shall list all Subcontractors to be used on this project if the Proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

<u>CLASSIFICATION OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>

PROPOSER:_____

APPENDIX P
ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indicate receipt of any addendum by initialing below for each addendum received.

Addendum No.1 _____

Addendum No.2 _____

Addendum No.3 _____

Addendum No.4 _____

[Remainder of page intentionally left blank]

APPENDIX Q
LIABILITY CLAIMS

Please list the following information for all Liability Claims for the past ten (10) years:

1. Name and Location of project: _____

2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____
3. Nature of Claim: _____

4. Date of Claim: _____
5. Resolution Date of Claim and how resolved: _____

6. If applicable:
 - a. Court Case Number: _____
 - b. County: _____
 - c. State: _____

PROPOSER: _____

APPENDIX R
W-9

INSERT W-9

APPENDIX S
PROOF OF INSURANCE

INSERT PROOF OF INSURANCE

APPENDIX T
STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below and this form is returned to:

Venessa Redman, Senior Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: vredman@southwestranches.org

REASONS

1. _____ Do not offer this product/service or equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment).

Explanation: _____

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? ___ Yes ___ No

COMPANY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____ DATE: _____

APPENDIX U
ANTI-LOBBYING CERTIFICATION FORM

1. The prospective participant certifies to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: _____

Street address: _____

City, State, Zip: _____

CERTIFIED BY: _____
(type or print)

TITLE: _____

SIGNATURE: _____ DATE: _____

APPENDIX V
OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS (2 CFR 200
COMPLIANCE)

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the

Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement. Respondent must be able and willing to comply with the Town's FEMA compliant documentation submission requirements.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

**EXHIBIT “A”
EXAMPLE AGREEMENT**



**AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND**

FOR

RFP NO.: 20-007

TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES

**AGREEMENT FOR
RFP No.: 20-007
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this _____ day of _____ 202_ by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and _____ (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to maintain parks and property within Town (“Project”); and

WHEREAS, the Town advertised a Request for Proposals, RFP No. 20-007 on _____, 2019 (“RFP”); and

WHEREAS, __ proposals were received by the Town on January 28, 2020; and

WHEREAS, the Town has adopted Resolution No. 202_- ____ at a public meeting of the Town Council approving the recommended award and has selected _____ for award of the Project.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (“Work”). This Agreement, as well as all Exhibits, the RFP, the Contractor’s Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.
- 1.3 By submitting its Proposal and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the

Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.

- 1.4 Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

Section 2: Term of this Agreement and Agreement Time

- 2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

“RFP No.: 20-007

TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.
- 2.4 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$_____Dollars (“Contract Price”).
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and dignity afforded the original Agreement.

- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to delivered to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town.

Section 4: Assignment

No assignment of this Agreement or the Work hereunder shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Contractor's Responsibility for Safety

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders, of any authority with jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.

Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and RFP.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
Broward County

And

Broward County Board of County Commissioners
115 S Andrews Avenue
Fort Lauderdale, FL 33301

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
 - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
 - C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as

filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

- D. **ENVIRONMENTAL POLLUTION INSURANCE:** The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr
200 East Las Olas Boulevard, Suite 1000
Fort Lauderdale, Florida 33301

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 **UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.**
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.
- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

Section 7: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement. Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 8: Laws and Regulations

Contractor agrees comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

Section 9: Taxes and Costs

All federal, state and local taxes relating to the Contractor's Work under this Agreement and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Agreement shall be paid by the Contractor.

Section 10: Indemnification

To the fullest extent permitted by Florida law, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assigns for the period which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

Section 12: Sovereign Immunity

Nothing in this Agreement is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability as provided for in Florida Statutes, as worded or amended and all Florida case law interpreting same.

Section 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal, the prevailing party shall be entitled to recover

reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 14: No Third-Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 15: Funding

The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

Section 18: Termination

The Agreement may be terminated upon the following events:

- A. Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid **ONLY** for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and

reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Agreement become unavailable, Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this scenario. In the event that Town elects to terminate Contractor for lack of funds as provided for in this Section, and Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by Town.** In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 11 of this Agreement;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

Section 19: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this section by Contractor shall result in Town's immediate termination of this Agreement.

Section 20: Use of Awarded Proposal by Other Governmental Units

Contractor agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 21: Change Orders and Modification of Agreement

Town and Contractor may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work

furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

Section 23: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

Section 24: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Agreement, CONTRACTOR and TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to, or arising out of THIS agreement.

Section 25: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 26: Time is of the Essence; Liquidated Damages

Time is of the essence for all of Contractor's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth at Section 2.4.

Section 27: Days

The terms "days" as referenced in this Agreement shall mean consecutive calendar days.

Section 28: Written Mutual Agreement

This Agreement is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral which are merged herein.

Section 29: No Amendment or Waiver

This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect, or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr

200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301

If to Contractor:

Section 33: Miscellaneous

- A. **Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of Town. In the event of termination of this Agreement for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Agreement for any reason. Any compensation due to Contractor shall be withheld until all documents are received by Town as provided herein.
- B. **Audit and Inspection Rights and Retention of Records.** Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Agreement, unless Contractor is notified in writing by Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any

payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. **Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. **Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this

Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

G. Joint Preparation. Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

H. Drug-Free Workplace. Contractor shall maintain a drug-free workplace.

I. Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

J. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

K. Truth-in-Negotiation Certificate. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: _____, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 2020.

WITNESSES:

CONTRACTOR:

By: _____

_____, _____(title)

____ day of _____ 202__

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor

____ day of _____ 202_

By: _____
Andrew D. Berns, Town Administrator

____ day of _____ 202_

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

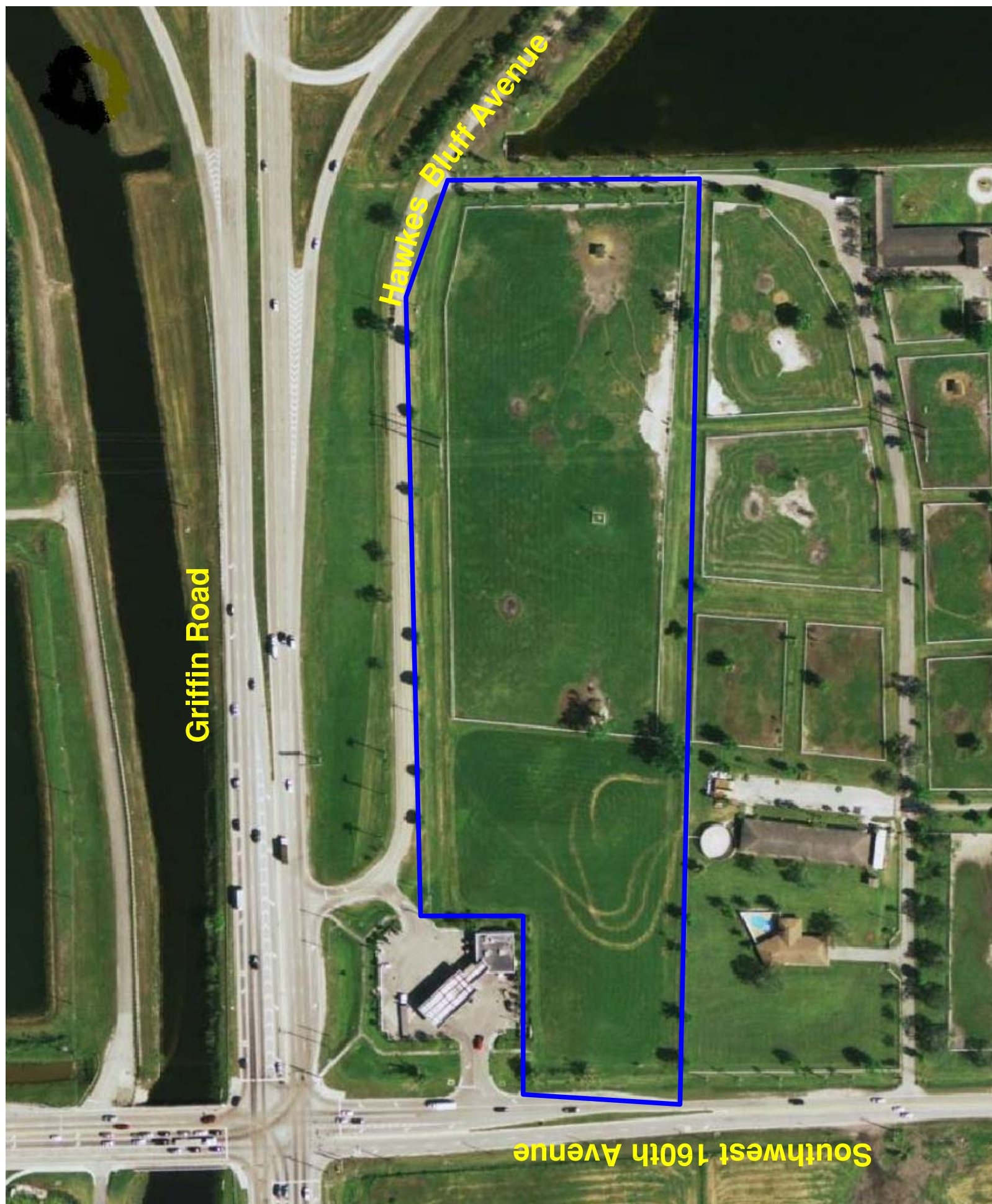


SW 185th Way "Pocket Park (at Stirling Road Right of Way)

Broadwing Building

Highlighted area = maintenance





Depicts Park

[illegible]

SOUTHWEST MEADOWS SANCTUARY - CALUSA CORNERS

No Address Assigned

TOWNWIDE LANDSCAPE
MAINTENANCE PROJECT

TOWN OF SOUTHWEST RANCHES

APPROVED BY:

DATE:

DL		MU		JR	
CITY		COUNTY		STATE	
04040					
SUSAN M. MC					
1					
DATE SHIPPED				1	
9-06-07				15	



Depicts Park

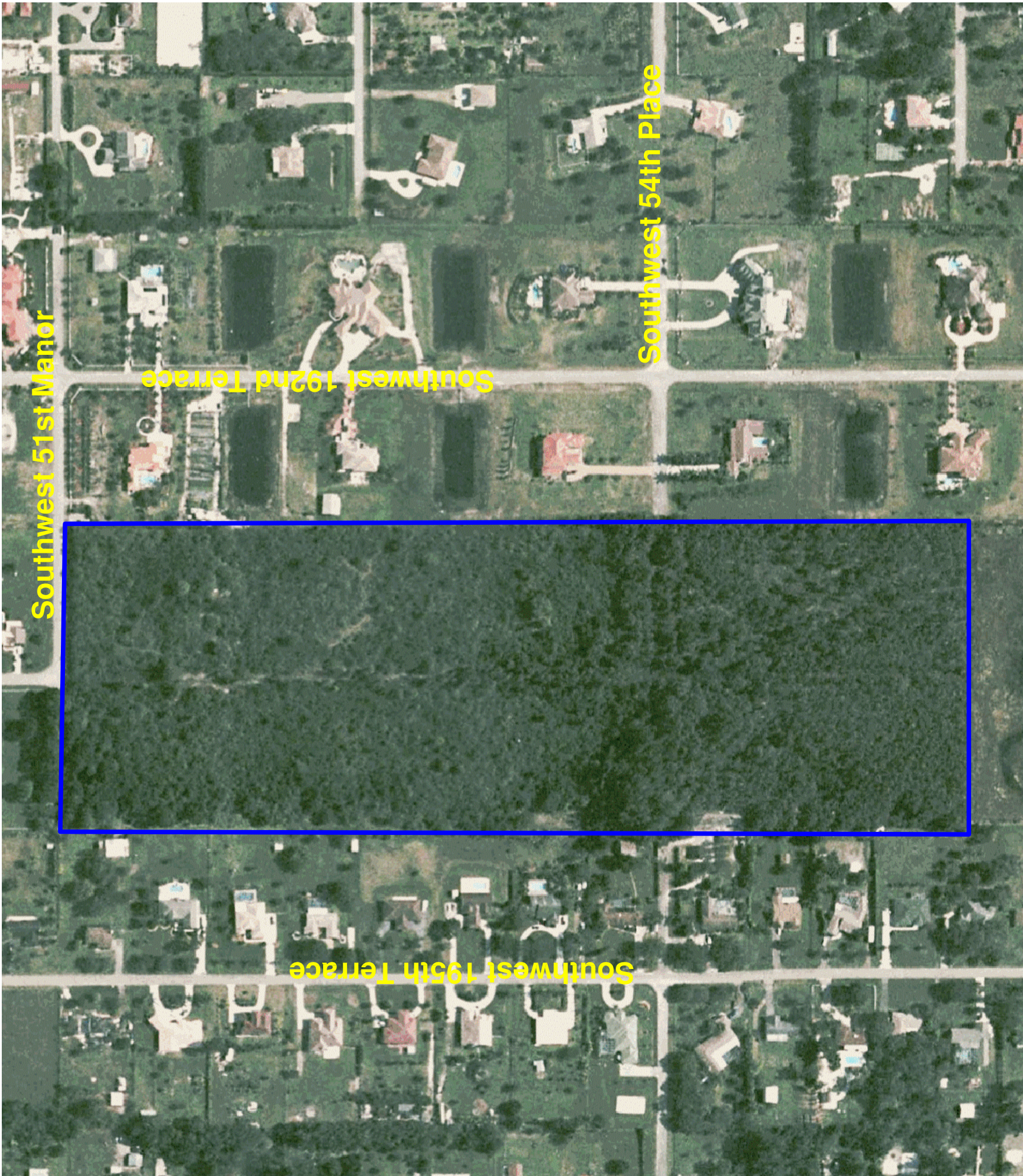
highlighted area = maintenance areas



TOWN OF SOUTHWEST RANCHES
APPROVED BY _____
DATE _____

R.J.Behar & Company, Inc.
6601 S.W. 106TH AVENUE, SUITE 302
Pembroke Pines, FL 33033
(954) 980-7771 Fax (954) 990-7781

DL	MU	R
04040		
1		
9-08-07		



☐ Depicts
☐ Property

NO.	DATE	REVISIONS	DES.	OWN.	NO.	DATE	REVISIONS	DES.	OWN.	NO.	DATE	REVISIONS	DES.	OWN.

FRONTIER TRAILS

TOWNWIDE LANDSCAPE
MAINTENANCE PROJECT

No Address Assigned

TOWN OF SOUTHWEST RANCHES

APPROVED BY:

DATE:

R.J.Behar & Company, Inc.

Engineers • Planners

9891 S.W. 196TH AVENUE, SUITE 302

Pembroke Pines, Florida 33332

(954) 680-7771 • Fax: (954) 680-7781

DL

MU

JR

DES.

OWN.

DATE

04040

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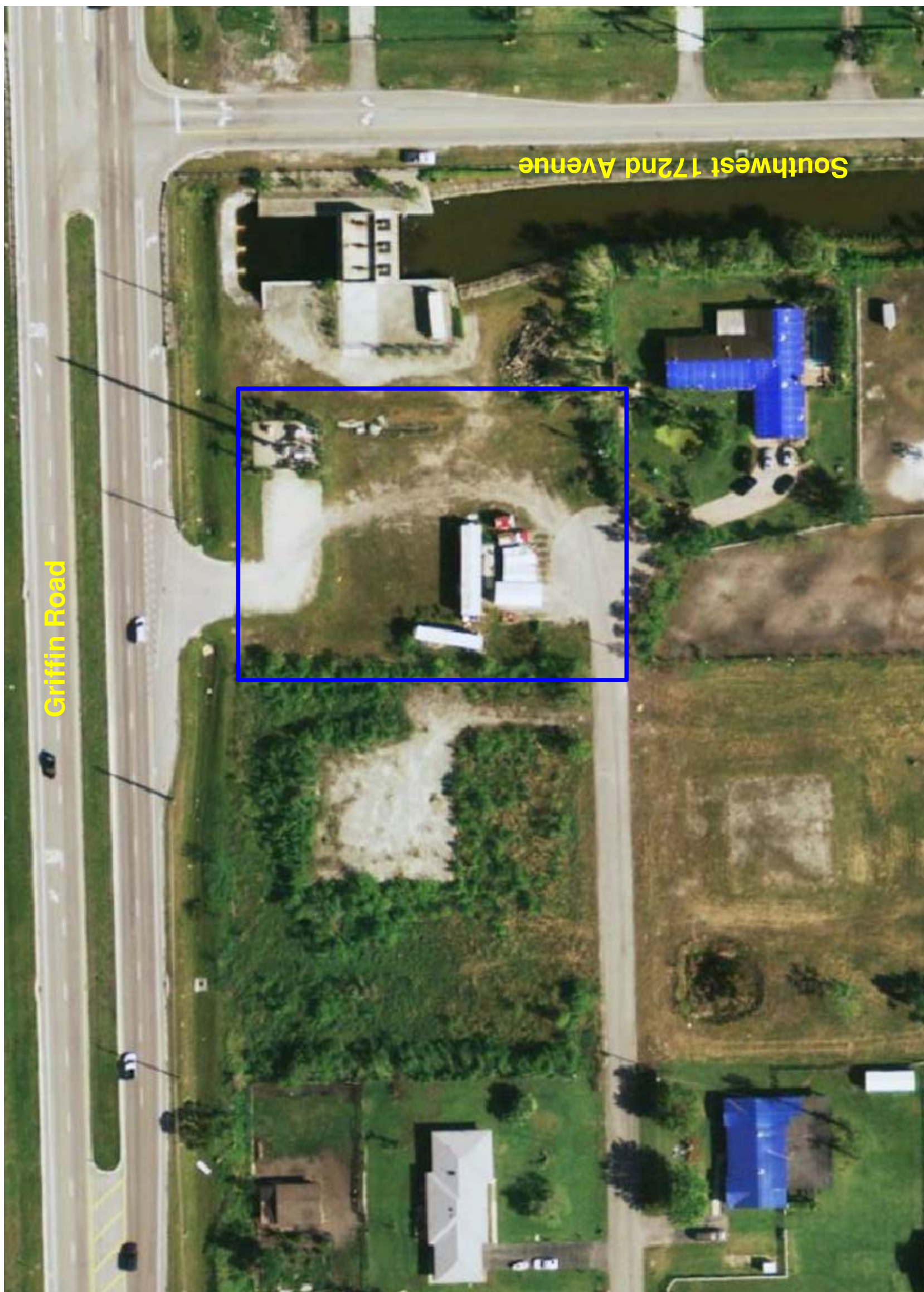
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9-06-07

1

Regular Meeting May 14, 2020

Page 395 of 545



N.T.S.



Depicts Property

[illegible]

PUBLIC SAFETY FACILITY PROPERTY

TOWNWIDE LANDSCAPE
MAINTENANCE PROJECT

17220 Griffin Road
South West Ranches, FL 33331

TOWN OF SOUTHWEST RANCHES

APPROVED BY: _____

DATE: _____

R.J.Behar & Company, Inc.
Engineers • Planners

9891 S.W. 196TH AVENUE, SUITE 302
Pembroke Pines, Florida 33332
(954) 680-7771 • Fax: (954) 680-7781

DL	MU	JR
DES.	DRW.	CHK.
PROJECT / FILE NO.		
04040		
DRAWING NO.		
1		
DATE DRAWN		OF
9-06-07		1 / 1
		SP.



 Depicts Park

NO.	DATE	REVISIONS	DES.	OWN.	NO.	DATE	REVISIONS	DES.	OWN.	NO.	DATE	REVISIONS	DES.	OWN.

ROLLING OAKS PASSIVE OPEN SPACE PARK
TOWNWIDE LANDSCAPE
MAINTENANCE PROJECT

17630 SW 56th ST
South West Ranches, FL 33331

TOWN OF SOUTHWEST RANCHES

APPROVED BY: _____

DATE: _____

**R.J. Behar & Company, Inc.**
Engineers • Planners
9891 S.W. 196TH AVENUE, SUITE 302
Pembroke Pines, Florida 33332
(954) 680-7771 • Fax: (954) 680-7781

DL	MU	IR
REV.	DATE	DATE
04040	1	1
DATE	DATE	DATE
9-06-07	1	1



N.T.S.



Depicts Park

[illegible]

SUNSHINE RANCHES EQUESTRIAN PARK

TOWNWIDE LANDSCAPE MAINTENANCE PROJECT

5840 SW 148 Avenue
South West Ranches, FL 33330

TOWN OF SOUTHWEST RANCHES

APPROVED BY:

DATE:



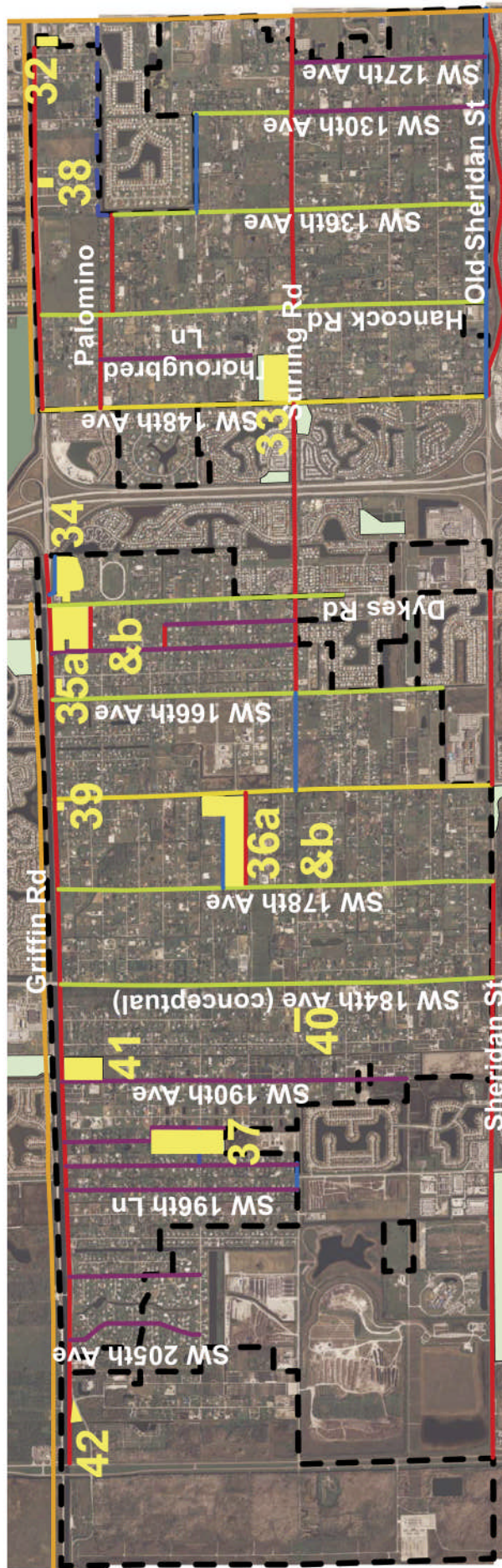
R.J.Behar & Company, Inc.

9891 S.W. 196TH AVENUE, SUITE 302
Pembroke Pines, Florida • 33332
(954) 680-7771 • Fax: (954) 680-7781

DL	MU	JR
DES.	DWR.	CHK.
PROJECT FILE NO.		
04040		
DISCIPLINE		
1		
DATE DRAWN		OF
9-06-07		1/1
		PK.



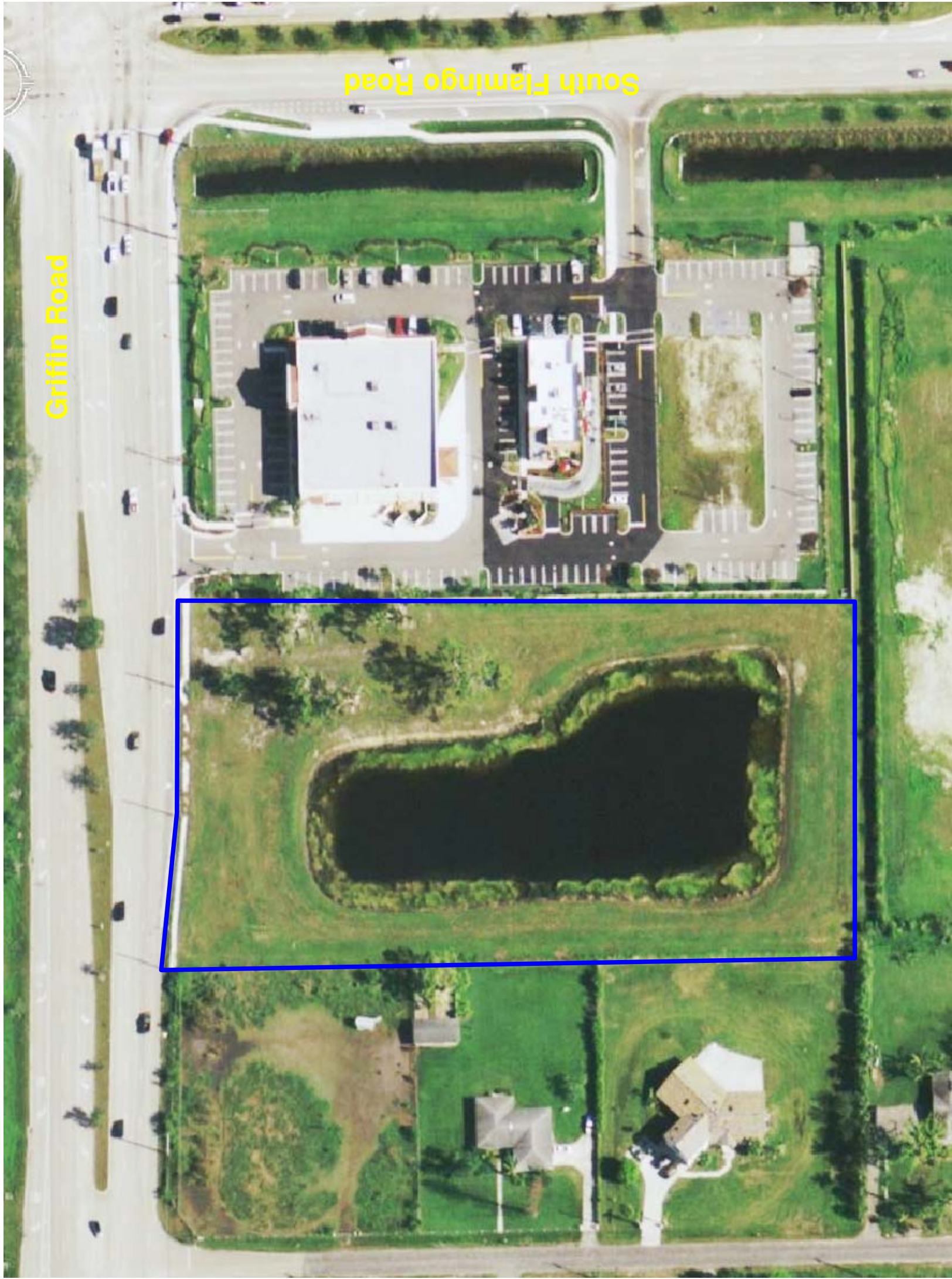
Southwest Ranches Town Hall
13400 Griffin Road
Southwest Ranches, FL 33330



■ = Color denotes Town Park or Property

- Zone 32. Trailside Park: 12498 Griffin Road
- Zone 33. Sunshine Ranches Equestrian Park: 5840 SW 148 Avenue
- Zone 34. Calusa Corners Park: SE Corner Hawke's Bluff Avenue (Griffin Road) at SW 160 Avenue (Dykes Road)
- Zone 35.a. Southwest Meadows Sanctuary Park: SW Corner Griffin Road at SW 160 Avenue (Dykes Road)
- Zone 35.b. Southwest Meadows Sanctuary Park: (interior of property above)
- Zone 36.a. Rolling Oaks Park: 17630 SW 56 Street
- Zone 36.b. Rolling Oaks Park: (interior of property above)
- Zone 37. Frontier Trails Park: SW 193rd Lane at SW 51 Manor
- Zone 38. Town Hall: 13400 Griffin Road
- Zone 39. Public Safety Facility: 17220 Griffin Road
- Zone 40. Stirling Rd. at SW 185 Way "Pocket Park"
- Zone 41. Country Estates Park: 18900 Griffin Road
- Zone 42. Broadwing Building: 20951 Griffin Road





Depicts Park

[illegible]

TRAILSIDE PARK

TOWNWIDE LANDSCAPE
MAINTENANCE PROJECT

9891 S.W. 196TH AVENUE, SUITE 302
Pembroke Pines, Florida • 33332
(954) 680-7771 • Fax: (954) 680-7781

DL	MU	JR
DES.	OML	OML
PROJECT FILE NO.		
04040		
DRAWING NO.		
1		
DATE DRAWN		OF
9-06-07		1/1



Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Doug McKay, Mayor
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member

Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: December Lauretano-Haines, PROS Manager
DATE: 5/14/2020
SUBJECT: Town Wide Facilities Maintenance

Recommendation

Council approval is requested to enter into a new contract for Town-Wide Facilities Maintenance Services.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

D. Improved Infrastructure

Background

Since the Town's current contract for maintenance of Facilities was due to expire in 2020, Staff sought and received proposals for a new agreement for these services. A total of one proposal was received. The Selection Committee reviewed the proposal, and deemed the proposal from Reliance Contractors to be a responsive and responsible proposal.

Fiscal Impact/Analysis

Town-wide Facilities Maintenance is funded in the current fiscal year 2019-2020 in accordance with the Town Charter and the budget adopted in Ordinance No. 2019-002.

If approved, the Reliance Contractors, Inc. contract agreement decreases the Town's

General Fund annual expenditures for Facilities Maintenance from \$60,792 to \$60,600. This represents a decreased cost of \$192 annually. Over the term of the 5-year contract, the total decrease will therefore be \$960 and no budget adjustment is required at this time.

Proposal Base Price:

RFP 20-005 - Facilities	SC Committee Ranking	Annual cost (Base Proposal)	5-year Total Cost
Reliance	No Ranking	\$63,600.00	\$318,000

Staff Contact:

December Lauretano-Haines, Contract Coordinator
 Martin D. Sherwood, Town Financial Administrator
 Venessa Redman, Procurement Officer

ATTACHMENTS:

Description	Upload Date	Type
Facilities Maintenance Reso - TA Approved	5/8/2020	Resolution
Staff Memo	5/8/2020	Executive Summary
Facilities Maintenance RFP	4/28/2020	Backup Material
Facilities Maintenance - Plans	4/28/2020	Backup Material

RESOLUTION NO. 2020 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF RELIANCE CONTRACTORS AS THE LOWEST MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES; APPROVING AN AGREEMENT WITH RELIANCE CONTRACTORS, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES TO PROVIDE TOWN-WIDE FACILITIES MAINTENANCE SERVICES TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in December 2019, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 20-005 seeking Town-Wide Facilities Maintenance Services; and

WHEREAS, on January 29, 2020, the Town received proposals from one responsive and responsible proposer; and

WHEREAS, on February 4, 2020, at an advertised public hearing, the Town's Selection Committee ("SC") reviewed the proposal, and ranked Reliance Contractors as the lowest priced most responsive and responsible proposer; and

WHEREAS, the Town Council hereby approves the recommendation of the SC and authorizes the Town Administrator to enter into an agreement with Reliance Contractors; and

WHEREAS, the project is funded in the current fiscal year 2019-2020, and the Town desires to provide funds for this project from its General Fund; and

WHEREAS, Reliance Contractors and the Town desire to enter into an Agreement for the provision of Town-Wide Facilities Maintenance Services by Reliance Contractors 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. After reviewing all the information provided, the Town Council hereby approves the selection of Reliance Contractors as the lowest priced most responsive and responsible proposer for Town-Wide Facilities Maintenance Services.

Section 3. The Town Council hereby approves an Agreement between the Town of Southwest Ranches and Reliance Contractors in substantially the same form as that attached hereto as Exhibit "B", for Town-Wide Facilities Maintenance Services.

Section 4. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with Reliance Contractors 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 5. This Resolution shall take effect immediately upon its adoption.

[Signatures on Following Page]

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this ____ day of _____, 2020, on a motion by _____ and
seconded by _____.

McKay _____
Schroeder _____
Amundson _____
Hartmann _____
Jablonski _____

Ayes _____
Nays _____
Absent _____

Doug McKay, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
36944197.1

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Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall
(954) 434-1490 Fax

Town Council
Doug McKay, Mayor
Denise Schroeder, Vice Mayor
Delsa Amundson, Council Member
Bob Hartmann, Council Member
Gary Jablonski, Council Member
Andrew D. Berns, Town Administrator
Keith M. Poliakoff, JD, Town Attorney
Russell Muniz, Assistant Town Administrator/Town Clerk
Martin D. Sherwood, CPA, CGMA, CGFO, Town Financial Administrator

COUNCIL MEMORANDUM

TO: Honorable Mayor McKay and Town Council

VIA: Andrew D. Berns, Town Administrator

FROM: December Lauretano-Haines, PROS Manager

DATE: May 14, 2020

SUBJECT: **A Resolution to ratify the Selection Committee's review of Reliance Contractors as the highest qualified proposer for RFP 20-005 Town-Wide Facilities Maintenance Services and approving an agreement.**

Recommendation

Council approval is requested to enter into a new contract for Town-Wide Facilities Maintenance Services.

Issue

The current contract for Town-Wide Facilities Maintenance expired in February 2020. Entry into a new agreement will allow for continued level of service.

Strategic Priority

This item supports the Town's Strategic Plan, Priority Area D, Goal 1D by aiming to improve the management and maintenance of public land and facilities.

Background

Since the Town's current contract for maintenance of Facilities was due to expire in 2020, Staff sought and received proposals for a new agreement for these services. A total of one proposal was received. The Selection Committee reviewed the proposal, and deemed the proposal from Reliance Contractors to be a responsive and responsible proposal.

Fiscal Impact/Analysis

Town-wide Facilities Maintenance is funded in the current fiscal year 2019-2020 in accordance with the Town Charter and the budget adopted in Ordinance No. 2019-002.

If approved, the Reliance Contractors, Inc. contract agreement decreases the Town's General Fund annual expenditures for Facilities Maintenance from \$60,792 to \$60,600. This represents a decreased cost of \$192 annually. Over the term of the 5-year contract, the total decrease will therefore be \$960 and no budget adjustment is required at this time.

Staff Contact:

December Lauretano-Haines, Contract Coordinator
Martin D. Sherwood, Town Financial Administrator

Proposal Base Price:

RFP 20-005 - Facilities	SC Committee Ranking	Annual cost (Base Proposal)	5-year Total Cost
Reliance	No Ranking	\$63,600.00	\$318,000

Southwest Ranches Council
Mayor Doug McKay
Vice Mayor Dee Schroeder
Delsa Amundson
Bob Hartman
Gary Jablonski

Town Administrator
Andrew D. Berns

REQUEST FOR PROPOSALS

RFP No. 20-005

Town of Southwest Ranches
is seeking proposals for:

TOWN-WIDE FACILITIES MAINTENANCE SERVICES

Date issued/available for distribution: December 13, 2019

Proposer shall submit one (1) unbound original, six (6) bound copies of the completed proposal, and one (1) electronic copy of the proposal, *excluding the price proposal*, in a PDF or similar format, which must be received by the Office of the Procurement no later than **Wednesday, January 29, 2020, at 11:00 a.m. local time**. See Section 1.6 for mailing instructions.

Mandatory Pre-Proposal Conference : Wednesday, January 8, 2020 at 10:00 a.m. local time. See Section 1.3, of this RFP for the location of the Pre Proposal Conference.

ENVELOPE MUST BE IDENTIFIED WITH THE DEADLINE DATE FOR SUBMISSION OF PROPOSALS AND THE RFP NUMBER

CAUTION

Amendments to this Request for Proposals will be posted on the Southwest Ranches Procurement Department's website, which can be accessed at <http://southwesteranches.org/procurement>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is Proposer's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for submission of Proposal.

Southwest Ranches shall not be responsible for the completeness of any RFP document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED
IN AN ALTERNATIVE FORMAT.

NOTICE TO CONTRACTORS

Sealed Proposals will be received by the Town of Southwest Ranches, Florida (“Town”), in the Budget and Procurement office, 13400 Griffin Road, Southwest Ranches, Florida, 33330, up to 11:00 a.m., local time, and opened in the Grand Oak Conference Room on Wednesday, January 29, 2020, for all material, labor, equipment and supplies necessary for:

TOWN-WIDE FACILITIES MAINTENANCE SERVICES

To better manage document disbursement for the Proposal process, the Town will make Proposal documents available on the Southwest Ranches Procurement Department’s website which can be accessed at:

<http://southwestranches.org/procurement>.

To review the Proposal documents for this project, go to the above URL and click on the project hyperlink. Contractors may then download and print the Proposal documents, or contact Venessa Redman at (954) 434 0008 ext. 7467, or e mail at vredman@southwestranches.org.

It is recommended that all Proposers download and submit a disclosure form for the project of interest. This information is used to notify Proposers via email of project information updates (Addendums, Proposal date changes, etc.). The disclosure form download is also available on the website listed above.

All Proposals shall be submitted in accordance with General Provisions, Section 2 and accompanied by the documentation referenced therein, at a minimum.

The Mandatory Pre-Proposal Conference will be held on Wednesday, January 8, 2020 at 10:00 a.m., in the Grand Oak Conference Room, 13400 Griffin Road, Southwest Ranches, Florida 33330.

Proposals requested shall be set forth in the Proposal and the Proposal Form attached to and forming a part of the Specifications.

Prior to execution of a contract, Proposer shall submit to Town a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the contract. In the event that Proposer does not have a written non-discrimination policy, Proposer shall be required to sign a statement affirming their non-discrimination policy conforms with Section 2.35, of the Request For Proposals.

The Town reserves the right to reject any or all Proposals.

CONTRACT DATA

Contract Title: Town-Wide Facilities Maintenance Services

Contract Number: RFP No.: 20-005

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road
Southwest Ranches, FL 33330

Owner's Representative: Andrew D. Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-0008
Fax: 954-434-1490

Designated Contract Manager: December Lauretano-Haines, Parks Recreation and Open Space Manager
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954-434-0008
Fax: 954-434-1490

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SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposals (“RFP”) is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (the “Town”), by and through its Procurement Department (the “Department”). The Department is the sole point of contact concerning this RFP. All communications regarding this RFP must be done through the Department (*See* Section 1.7, Contact Person).

1.2 PURPOSE OF THE PROJECT

The Department is soliciting proposals from qualified and experienced firms for all material, labor, tools, equipment, machinery and supplies necessary for town-wide facilities maintenance services.

The Department is soliciting proposals from qualified and experienced firms for the Town-wide Facilities Maintenance Services including the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this RFP, shall include, but is not limited to litter, trash, janitorial services, trail maintenance, daily park opening and closing services, pressure cleaning, repair park equipment, playground surface replacement, equipment inspection and reports, emergency preparedness services, posting of notices, raking, sweeping, debris removal and proper disposal, and miscellaneous Code Enforcement maintenance services and other work as described herein.

1.3 MANDATORY PRE-PROPOSAL CONFERENCE

All Proposers are **required** to have a representative attend a Mandatory Pre-Proposal Conference, which will be held in the Town’s Grand Oak Conference Room or Council Chambers located at Town Hall on **Wednesday, January 8, 2020 at 10:00 a.m. local time**.

There will be a Town representative available to answer questions relative to this RFP however, proposers should not rely on any representations, statements or explanations other than those made by this RFP or a formal Amendment to the RFP. Any questions or comments arising subsequent to the Pre-Proposal Conference must be presented, in writing, to the Contact Person (*See* Section 1.8) prior to the date and time stated in the Timetable (*See* Section 1.6).

A PROPOSERS FAILURE TO ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE SHALL RESULT IN DISQUALIFICATION OF ITS PROPOSAL.

All proposers shall be required to sign an attendance sheet, which will be collected at the end of the Mandatory Pre-Proposal Conference. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the Mandatory Pre-Proposal Conference.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days’ notice.

1.4 QUALIFICATIONS OF PROPOSERS

Evidence that the Proposer holds appropriate licenses to perform the work subject to this Proposal, and as required by Florida Statutes and local law, must be submitted along with Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

All work shall comply with the American National Standards Institute (ANSI) safety standards. Additionally, each member of Contractor's staff shall be trained in the safety practices required for the job they perform. The Contractor shall ensure staff is knowledgeable about known potential hazards related to their job and the corresponding emergency action plan required. The Town shall require documentation, verifying each staff member has received and understood the training required by this paragraph. The contractor shall prepare and maintain records which contain the identity of each of its employees serving this contract, dates of training, and the means used to verify that the employee understood the training. The contractor shall assure that each of its employees follows the safety rules and safe work practices set forth by OSHA for the working environments comprising this contract.

Proposer's site supervisor must:

- A. Demonstrate competency in building evaluations including: structure, exterior, and interior;
- B. Demonstrate ability to manage service/repair requests;
- C. Demonstrate ability to evaluate site furnishings and equipment;
- D. Demonstrate an ability to manage maintenance and cleaning of site furnishings and equipment.

1.5 OPPORTUNITY OFFERED

The initial contract for services ("Contract") is for a five (5) year term. The Contract may be renewed upon mutual agreement of the parties, subject to the terms and conditions of the Contract. Extensions of the Contract may not exceed ten (10) years.

Upon completion of the initial term of the Contract, the maximum annual fee may be increased, on annual basis, at the Town's discretion. Such increase shall not exceed five percent (5%) of the annual fee of the existing Contract.

Proposer acknowledges that the annual fee is the maximum amount payable to the contractor and limits the Town's monetary obligation under the Contract. The monetary limitation does not constitute a limitation upon Contractor's obligation to perform services under the Contract.

1.6 TIMETABLE

The anticipated schedule and deadline for this RFP and award is as follows:

Activity	Date, Time and Location
RFP available for download on website	On or about: December 13, 2019 at: http://southwesteranches.org/procurement
Mandatory Pre-Proposal Conference	10:00 a.m. local time, on Wednesday, January 8, 2020 at Town's Grand Oak Conference Room located at Town Hall.
Deadline for Submission of Written Comments/Questions	Wednesday, January 22, 2020, the Budget and Procurement Office, 13400 Griffin Road, Southwest Ranches, FL 33330.
Deadline for Submission of Proposals	11:00 a.m. local time, on Wednesday, January 29, 2020 , at the Procurement Office, 13400 Griffin Road, Southwest Ranches, FL 33330.
Public Opening	11:00 a.m. local time, on Wednesday, January 29, 2020 , at the Town's Grand Oak Conference Room or Council Chambers located at the Town Hall.
Selection Committee meeting(s); and Oral Presentations (by invitation, if necessary)	Tuesday, February 4, 2020, 1:00 p.m. Wednesday, February 5, 2020, beginning at 1:00 p.m.
Award Date	February 27, 2020

*The Town reserves the right to modify the timetable. Upon modification of the Timetable, notice will be provided to all proposers.

1.7 PROPOSAL SUBMISSION

Proposals must be accompanied by a Cashier's Check or Proposal Bond made payable to the Town of Southwest Ranches in an amount not less than five percent (5%) of the base Proposal to guarantee a contract is promptly executed, Payment Bond, Performance Bond and Insurance Certificates are furnished. The return of Cashier's Checks or other cash security to Proposers shall be subject to the time periods for payment in the Florida Prompt Payment Act, Section 287.70, *et seq.* It is anticipated that Proposals will be opened at 11:00 a.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on Wednesday, January 29, 2020.

All proposals must be submitted on 8 ½" x 11" inch size paper. One (1) unbound original and six (6) bound hard copies of the complete proposal must be received by the Town no later than 11:00 a.m. local time on Wednesday, January 29, 2020. Proposer must also submit an electronic copy of the proposal on a CD or flash drive in a PDF or similar format. Refer to Section 3 for specific

details. The original and all copies must be submitted in a sealed envelope or container. Proposer's *complete return address* must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Town of Southwest Ranches
Venessa Redman, Sr. Procurement & Budget Officer
Procurement Department
13400 Griffin Road
Southwest Ranches, FL 33330

RFP No.: 20-005
Town-wide Facilities Maintenance Services

Due Date: January 29, 2020

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the Town.

Proposer is responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring the required address information appears on the outer wrapper or envelope.

The Proposal Response Forms, located in the appendices, must be signed by an officer of the proposing entity or other authorized person ("Authorized Person").

The submission of a signed proposal by a proposer will be considered by the Town as constituting a legal offer by the proposer to provide services required by this RFP at the proposed price identified therein.

No proposals will be accepted after the deadline for submission of proposals or at any location other than the location designated in this RFP.

Facsimile or email submittals will not be accepted. Proposals delivered or received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is delivered or received will be resolved against the Proposer.

1.8 CONTACT PERSON

The individual designated as "Contact Person" for this RFP is:

Venessa Redman, Sr. Procurement & Budget Officer
13400 Griffin Road
Southwest Ranches, Florida 33330
Phone: 954-434-0008 Ext. 7467

Fax: (954) 434-1490
Email: vredman@southwestranches.org

1.9 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e-mail, or U.S. Mail no later than Wednesday, January 22, 2020, to the address listed in this RFP Timetable (*See* Section 1.6) or fax number or e-mail address listed for the Contact Person (*See* Section 1.7). The request must contain the proposer's name, address, phone number, facsimile number and e-mail address.

Changes to this RFP, when necessary, will be completed by written Amendment(s) issued prior to the deadline for submission of proposals. The proposer should not rely on any representations, statements, or explanation other than those made by this RFP or in any amendment to this RFP. Where there appears to be a conflict between this RFP and any amendment issued, the last amendment issued shall prevail.

Amendments to this RFP will be posted on the Town of Southwest Ranches Purchasing website which can be accessed at <http://southwestranches.org/procurement/>.

It is the sole responsibility of the proposer to routinely check for any amendments which may have been issued prior to the deadline for submission of proposals. The Town shall not be responsible for the completeness of any RFP package not downloaded from this website or purchased directly from the Department. A proposer may verify with the designated Contact Person (*See* Section 1.7), that proposer has received all amendments to this RFP prior to the submission of its proposal.

Proposers should not rely on any oral representations, statements or explanations other than those made by this RFP or a formal amendment to RFP.

1.10 PROCUREMENT CODE

Article IX of the Town's Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures which frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system which provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town.

1.11 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this RFP between a potential vendor, service provider, proposer, bidder, lobbyist, or proposer and the Town Council members, the 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 and the procurement consultant. See Article IX, Sec. 2-208(c) for additional information, including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RFP and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event the Town Administrator cancels the solicitation.

During the effective period of the Cone of Silence, any party that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the selection committee, the procurement consultant, Herb Hyman, CPPO, CPPB and/or the Town Council relative to this RFP, except as may be permitted or required during public meetings of the Town Council.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular proposer shall render any RFP award to said proposer voidable by the town, and in the Town's sole discretion.

1.12 PUBLIC OPENING

A public opening, of Proposals, will take place on Wednesday, January 29, 2020, at 11:00 a.m. local time in the Town Grand Oak Conference Room.

The identity of the Proposers and respective total Proposal price shall be read aloud. However, no additional information set forth in the Proposal shall be made public until the time of a notice of an "Intended award" or 30 days from the Proposal Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

After opening of Proposals, the Town will look for any unbalanced Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize. The Town intends to award a Contract to the lowest, responsive and responsible Proposer in accordance with the terms of this RFP and the Town's Procurement Code.

In the award of a Contract pursuant to this RFP, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

1.13 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town, relating to this RFP, are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information. Parties shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any proposer to examine, inspect and be knowledgeable of the terms and conditions of RFP, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this RFP.

The Town reserves the right to reject any or all portions of any Proposal, to reject all Proposals, to waive any informality, non-material irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interest of the Town.

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the contract or award. The quantities and frequencies provided herein, are for proposal purposes only and, will be used for tabulation and presentation of the Proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

SECTION 2 TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

Proposer guarantees its commitment, compliance, and adherence to all requirements of this RFP by submission of its proposals.

2.2 PROPOSAL FORMAT AND CONTENT

2.2.1 Technical Proposal. Proposals must contain all of the documents included in the appendix, each fully completed, signed and notarized, as required. Failure of a Proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

Proposers must use the Proposal form(s) furnished by the Town and included in the appendix of the RFP. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the Proposal documents may invalidate the Proposal. Also, Proposals having an erasure or corrections must be initialed by the Proposer in ink. Proposals shall be signed in ink; and all pricing shall be typewritten or filled in with ink. A Proposal submission in pencil will not be accepted.

All items should be submitted as a part of the proposal prior to the deadline for submission of proposals (*See* Section 1.6) or the proposal shall be deemed non-responsive.

The Department reserves the right to request additional information to be used for evaluating responses received from any or all proposers, including, but not limited to, additional references or financial information. Further, the Department retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient ability to perform under the Agreement.

Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the Department (normally within two (2) business days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive. Notwithstanding these submittal requirements, the Department reserves the right, at its sole discretion, to waive any non-minor irregularity relating to the proposal.

2.3 PROPOSAL SCHEDULE

Each proposer shall submit a completed Proposal Schedule, included as Appendix "A". Pricing in the Proposal Schedule shall include all labor, equipment and materials necessary to complete the work in accordance with the contract documents, schedules, plans, and all issued addenda.

Proposer warrants that the prices, terms and conditions quoted in the Proposal Schedule will be firm for a period of ninety (90) days from the date of the Proposal opening. If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer's risk, and errors will not release the Proposer from performance of the Contract at the Proposal price.

2.4 MODIFIED PROPOSAL

Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.6). The Town will only consider the latest proposal submitted.

2.5 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn, only by written notification to the Town, prior to the opening of Proposals (*See* Section 1.6). After the opening of Proposals, they shall be irrevocable for a period of one hundred and twenty (120) days. Unless withdrawn, as provided in this section, a Proposal shall be irrevocable until the time that a Contract is awarded. Proposers who unilaterally withdraw a Proposal, without permission of the Town, prior to the expiration of the 120 day timeframe may be debarred and are subject to forfeiture of the Proposal Security.

2.6 LATE PROPOSAL; LATE MODIFIED PROPOSAL

Proposals and/or modifications to proposals received after the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.6) shall not be considered.

2.7 RFP POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the proposals received as a result of this RFP. In addition, the Town of Southwest Ranches Town Council may reject any proposal prior to award.

Failure on the part of the awarded Proposer to comply with the terms of this RFP, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Proposal security. In that event, the Town may proceed to award the contract to the next lowest, responsive and responsible Proposer, or to re-advertise the project, in its sole discretion

2.8 COSTS INCURRED BY PROPOSER

All expenses incurred with the preparation and submission of a proposal to the Town, or any work performed in connection therewith, shall be borne by the proposer.

2.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposer is hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the “Public Records Law” and the “Government in the Sunshine Law” respectively.

2.10 RIGHT TO PROTEST

For purposes of this RFP, the term “Purchasing Code” shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this RFP by reference (“Bid Protest”). By responding to this RFP, the proposer agrees that the Bid Protest procedures set forth in the Code are applicable to this RFP and shall comply with said procedures.

Any proposer may protest a recommendation of award, by submitting a written protest to the Director of Purchasing within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Director of Purchasing at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

2.11 RULES; REGULATIONS; LICENSING REQUIREMENTS

Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations which may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled “Equal Employment Opportunity” as amended by

Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Town, at its discretion, reserves the right to inspect Proposer's facilities to determine their capability of meeting the requirements of this RFP and the Contract Award. Also, price, responsibility, and responsiveness of Proposer, including the financial position, experience, staffing, equipment, materials, references of Proposer, and past history of service by Proposer to the Town and/or with other units of state, and/or local government in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service, within its sole discretion.

2.12 EVALUATION OF PROPOSALS

Proposals will be evaluated by the Selection Committee (the "SC") process. The SC will evaluate and rank the Proposals received in accordance with the requirements of this RFP and the Town's Procurement Code. The SC will analyze Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices. The SC may require an interview or presentation to assist their evaluation of the services and prices being offered.

Proposals shall be evaluated based on the following point system:

Evaluation Criteria	Points
1. Price (Proposal Forms);	40
2. Experience and tenure of Proposer's assigned Project Manager or Work Crew Supervisor relative to this Proposal for Town Wide Facilities Maintenance Services and demonstrated ability to comply with the requirements of 2 CFR 200;	25
3. Proposed Management Plan for the Town, including commitment of dedicated crews and equipment, structure of services to be provided, including table of organization and auxiliary services offered;	10
4. Past and present performance including information disclosed by references;	10
5. Price of auxiliary services from Maintenance Proposal: Price List by Service;	10
6. Professional certifications and memberships.	5
TOTAL POINTS	100

2.13 PROFESSIONAL ORGANIZATIONS

In accordance with the evaluation factors (*See* Section 2.12), preference shall be given to Contractors' proposals evidencing the following professional certifications and memberships in good standing:

- A. International Facility Management Association (IFMA);

- B. National Recreation and Park Association (NRPA);
- C. Florida Recreation and Park Association (FRPA).

Additional weight will be given to Contractors whose employees hold any or all of the following licenses or certifications:

- A. Certified Playground Safety Inspector issued by the National Program for Playground Safety.
- B. Certified Outdoor Play Inspector issued by the National Program for Playground Safety.
- C. Facility Management Professional issued by the International Facility Management Association (IFMA).
- D. Certified Facility Manager issued by the International Facility Management Association (IFMA).
- E. Sustainability Facility Professional issued by the International Facility Management Association (IFMA).

2.14 CONTRACT AWARD

The Town intends to award a contract to the lowest, responsive and responsible Proposer whose Proposal meets the requirements of this RFP, and in accordance with the Town's Procurement Code.

The Town reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town. Final determination and award of Contract shall be made by the Town Council.

In the award of a Contract, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

2.15 WRITTEN CONTRACT

The successful Proposer shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this RFP, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this RFP. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

2.16 ASSIGNMENT

This RFP and any contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger,

consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Proposer, and Proposer may not, either directly or indirectly, assign its rights or delegate its obligations to the Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

2.17 CANCELLATION

Failure on the part of the awarded Proposer to comply with the terms of this RFP and to execute and deliver any required Contract Documents and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Proposer with the next highest ranking by the selection committee, or to re-advertise the RFP, in its sole discretion.

2.18 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RFP or the Contract shall be deemed to create a partnership or joint venture with the Town. Proposer shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

2.19 COMPLIANCE WITH LAW

Proposer shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction, with respect to this RFP and any contract awarded, and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.20 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Proposer or any one of its employees, subcontractors or agents, or anyone else for whose actions Proposer may be responsible.

2.21 INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorneys' fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Proposer and persons employed or utilized by Proposer in the performance of the Contract or anyone else for whose actions Proposer may be responsible, regardless of the partial fault of any party indemnified hereunder.

2.22 SECONDARY/OTHER VENDORS

The Town reserves the right, in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the RFP or any contract awarded.

2.23 DEFAULT PROVISION

In case of default by Proposer, the Town may procure the articles or services from other sources and hold Proposer/Contractor responsible for any excess costs occasioned or incurred thereby.

2.24 GOVERNING LAW

The validity of this RFP and the 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. The location of any action or proceeding commenced under, pursuant, or relating to this RFP or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

2.25 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this RFP. Any default under this RFP shall subject Proposer to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.26 REMEDIES FOR BREACH

Should the selected proposer fail to perform after Contract execution, the Town shall notify Proposer in writing of such failure to perform and Proposer shall have fourteen (14) days to cure such failure or such shorter time as may be 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, and as set forth in the Contract.

2.27 PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information, in all or any portion, of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Proposer acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Proposer has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071, and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Proposer shall keep and maintain the security-sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Proposer agrees to keep and maintain public records required by the Town to perform the service in Proposer's possession or control in connection with Proposer's performance under this RFP and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the contract term and following completion of the Contract, if Proposer does not transfer the records to the Town.

Upon completion of the Contract, Proposer agrees, at no cost to the Town, to transfer to the Town all public records in possession of Proposer or keep and maintain public records required by the Town to perform the service. If Proposer transfers all public records to the Town upon completion of the Contract, Proposer shall destroy any duplicate public records which are exempt or confidential and exempt from public records disclosure requirements. If Proposer keeps and maintains public records upon completion of the Contract, 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 the Town.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Proposer shall comply with the requirements of 2 CFR §200.321 as applicable to this RFP. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by the Town.

2.28 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Proposer shall comply with the requirements of 2 CFR §200.321 as applicable to this RFP. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Contract for cause.

2.29 CONTRACT PROVISIONS

2.29.1 Agreement. The selected proposer will be required to execute a contract in a form and substance similar to the attached example agreement (Exhibit "A"), subject to negotiated exceptions.

2.29.2 Authorization to Sign. In addition to executing an agreement, the selected proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Contract is authorized to legally bind the proposing entity. Additionally, if a selected proposer is a partnership, all general partners must sign the Contract and the notarized statement. If the selected proposer is a joint venture, all members of the joint venture must sign the Contract and the notarized statement.

2.30 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

Where a Proposer is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Proposal award, the Proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposer shall be liable for any damage or loss to the Town occasioned by negligence, intentional acts, or omissions of the Proposer, his agents, subcontractors, or any person the Proposer utilizes in the completion of his contract. Proposer shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Proposal response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Proposal as non-responsive.

The Proposal shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements.

2.31 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected proposer to provide evidence of the minimum amounts of insurance coverage as specified herein. The selected proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Contract, insurance coverages and limits (including endorsements) as described herein. Failure to maintain the required insurance shall be considered a material default of the Contract. The requirements contained herein, as well as the Town's acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected proposer under the Contract.

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator
13400 Griffin Road.
Southwest Ranches, FL 33330

and

Broward County Board of County Commissioners
115 S. Andrews Avenue
Fort Lauderdale, FL 33301

The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition, and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Proposer is required to submit a list of claims presently outstanding and claims within the past ten (10) years against its liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Proposal award within thirty (30) days of awarding. Proposer hereby holds the Town harmless and agrees to indemnify the Town and covenants not to file a Proposal protest or sue the Town by virtue of such cancellation or rescission.

2.32 INSURANCE COVERAGE

The selected proposer will maintain, during the period of the contract, minimum insurance coverage as follows:

- (a) Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Proposer shall carry Worker's Compensation Insurance with

the statutory limits, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

- (b) Comprehensive General Liability Insurance Proposer shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO). and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- (c) Comprehensive Automobile Liability Insurance. Proposer shall carry business automobile liability insurance with minimum limits listed below. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

\$500,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
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2.33 SECURITY AND BONDING REQUIREMENTS

Simultaneous with the delivery of an executed Proposal to the Town, Proposers shall furnish a Proposal Security in an amount equal to five percent (5%) of the total gross amount of the Proposal. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier's payable to the Town of Southwest Ranches, Florida and drawn on a Florida bank, or in the form of an irrevocable letter of credit. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

2.34 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any Proposer by virtue of this RFP or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any

work conducted by a Proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

2.35 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, sexual orientation, national origin, physical or mental handicap, or marital status. Proposer shall take affirmative action to ensure all applicants are employed, and all employees are treated during their employment without regard to their race, religion, age, color, sex, sexual orientation, national origin, 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 non-discrimination clause. Proposer further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this non-discrimination 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 Contract, disqualification or debarment of Proposer from participating in the Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.36 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit (“DOIA”) (Appendix “C”) 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.

2.37 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposer must disclose, with its Proposal, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

2.38 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 thirty six (36) months following the date of being placed on the convicted vendor list.

Proposer shall complete the attached Sworn Statement on Public Entity Crimes (Appendix "E"), and submit it with its proposal.

SECTION 3 CONTRACT

3.1 UNIT PRICES

The Contractor is advised that the contract is a unit price contract. As such, the intent of the contract is to include all labor, materials, transportation, equipment, fuel, and all other items necessary to complete the item of work, in the unit price for the item. All items incidental to or necessary for the completion of the proposal item shall be included in the unit price for the item.

3.2 CONTRACT DOCUMENTS

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, or to any permits and conditions thereof, shall mean the latest standard specification, manual, code, laws, regulations or permit in effect at the time of executing the Contract, unless otherwise specifically stated.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report findings to the Town in writing, and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected by the findings. Failure to obtain such written interpretation or clarification before proceeding, shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation and/or time, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair or restoration of such Work.

3.3 CHANGES IN THE WORK

Without invalidating the Contract and without notice to any surety, the Town may, issue a Change Order or Change Directive. Upon receipt of a Change Order or written Change Directive,

Contractor shall promptly proceed with the Work included in the Change Order or Change Directive.

The Town and Contractor shall execute appropriate Change Orders or Change Directives which may include: 1) additions, deletions or revisions to the scope of services; 2) acceptance of, or correction of defective Work included in section 3.4– “Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work”.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required to be given to a surety, the giving of such notice will be Contractor’s responsibility, and the amount of each applicable Bond may be adjusted accordingly.

3.4 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

The Proposal price constitutes the total compensation, subject to authorized adjustments, payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price or Contract Time.

Quantities shown in the Proposal and Proposal Form are approximate only and are subject to either increase or decrease. The quantities indicated are estimates based on the scope of the project. Unless authorized by the Town, via Change Order or Change Directive, variation in the estimated quantities shall not be a basis for the Contractor to seek payment beyond the price stipulated in the Proposal, Proposal Form and Contract.

3.4.1 Change Order. The Contract may be changed only by a Change Order or Change Directive approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice, by the Contractor to the Town. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

The value of any Work covered by a Change Order or of any claim for change in the Contract Price or Contract Time shall be determined by: 1) mutual acceptance of a lump sum or 2) by application of unit prices contained in the Contract Documents to the quantities of the items involved. The Town in its sole discretion, shall decide, whether to issue a written Change Order.

3.4.2 Unit Prices. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include all Unit Price Work, in an amount equal to the sum of the established unit price item multiplied by the quantity. The estimated quantities of items are not guaranteed. Each unit price shall be deemed to include Contractor’s overhead and profit.

3.5 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Contractor warrants and guarantees that all work will be in strict accordance with the Contract Documents and will be free from defects. The quality and acceptance of workmanship will be determined during site inspections by the Town. Any and all defective Work may be rejected, corrected, or accepted, as provided below.

3.5.1 Owner May Stop the Work. If Work is defective, Contractor fails to supply sufficiently skilled workers, suitable materials or equipment, fails to furnish or perform the Work in a manner that will result in Work that strictly conform to the Contract Documents, the Town may order Contractor to Stop the Work, until the cause for such order has been eliminated. However, the Town's right to stop Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.

3.5.2 Correction or Removal of Defective Work. If required by Town, Contractor shall within twenty four (24) hours and at its sole expense, correct all defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal nor shall Contractor be entitled to any time extension in connection therewith.

3.5.3 Acceptance of Defective Work. Instead of requiring correction or removal and replacement of defective Work, the Town may accept the defective work. Contractor shall bear all direct, indirect and consequential costs attributable to Town's evaluation of and determination to accept such defective Work. If such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and Town shall be entitled to an appropriate decrease in Contract Price. If the parties are unable to agree as to the amount thereof, Town may make a claim as provided in Section 3.3 – "Change in the Contract Price or Contract Time". If the acceptance occurs after final payment, an appropriate amount, consistent with the above will be promptly paid by the Contractor to the Town.

3.5.4 Town May Correct Defective Work. If the Town issues notice, requiring correction of defective work and Contractor fails to do so within twenty four (24) hours of notice, the Town may take all action necessary to correct the defect. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously. The Town reserves the right to deduct the cost to correct unacceptable workmanship along with \$100 per hour administrative costs from the Contractor's monthly invoice. Unacceptable work shall be deducted from the monthly invoice based on line items in the Proposal Forms.

3.5.5 Contractor's Failure to Perform. Should Contractor fail to perform, Town shall notify Contractor in writing of such failure and Contractor shall have fifteen (15) days thereafter to cure such failure. If Contractor is unable or unwilling to cure such Failure to Perform, then Town shall receive a refund equal to the actual cost of a third party to cure such failure and may immediately terminate any contract award for default. In the event of any litigation arising out of or relating hereto, the prevailing party shall be entitled to an award of its attorney's fees and costs at both the trial and appellate levels.

3.5.6 Termination for Convenience. The Town shall have the right to terminate the contract for convenience upon thirty (30) days written notice. In the event of a Termination for Convenience, the Town shall pay for services provided by the Contractor through the effective date of the termination, but shall have no further liability or responsibility to the Contractor. Contractor hereby waives any and all claims for additional compensation and damages, including but not limited to loss of anticipated profits on work not performed. In the event a termination for default is later determined by a court of competent jurisdiction to be wrongful or without cause, the termination shall automatically be deemed one for convenience and Contractor's sole compensation shall be in accordance with this section. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

3.6 PAYMENT

The payment to Contractor is for all materials, labor, services, equipment and all else necessary to fully complete the Work. The Work includes all accessories, appurtenances or other work required for completion of the Contract.

Contractor shall render all Work to the Town at the quoted price stipulated in the Proposal and Proposal Form and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at prices stipulated in Proposal Form.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Work exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be adjustments to the Contract Price pursuant to any written Change Order executed by Town and Contractor in accordance with the terms and conditions of this RFP and the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay the invoice, or such undisputed portion as Town determines in its sole discretion.

No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property.

The Town Administrator may withhold, in whole or in part, payment for Work deemed inadequate or defective which has not been remedied in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town. Payment may be withheld for Contractor's failure to comply with terms, conditions or requirements of the Agreement.

3.7 METHOD OF PAYMENT

The method of payment (check/credit card) is at the Town's discretion. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card ("P-CARD"). Payments made by P-CARD shall be accepted on a "same as cash" basis. No other costs, including but not limited to, service charge, fee, or penalty shall be billed to the Town, for payments rendered by P-Card.

3.8 PHYSICAL CONDITIONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Proposer shall have full responsibility with respect to physical conditions in or relating to existing surface structures. By submitting its Proposal, Proposer represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Proposal.

Proposer shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any deletions or revisions in the Work and any potential modifications to the terms and conditions as outlined in Section 3.2 – "Changes in the Work".

In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown within the Contract Documents, from those ordinarily encountered, or of an unusual nature, Contractor, without disturbing the conditions and before performing any Work, shall within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the differing conditions. Contract Manager shall investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Manager, the conditions do materially differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, Contract Manager may recommend an equitable adjustment to the Contractor's compensation hereunder. If Contract Manager and Contractor cannot agree on an adjustment in the compensation, the adjustment shall be referred to the Town Administrator for determination. No request by Contractor for an equitable adjustment to the Agreement under this provision shall be allowed unless Contractor has given written notice to the Contract Manager in strict accordance with the provisions of this Section.

It shall be Proposers responsibility to locate any underground or overhead utility lines or equipment.

SECTION 4 RESPONSIBILITIES

4.1 PROPOSER'S RESPONSIBILITIES

4.1.1 Meeting with the Town. The Contractor's President/Chief Operating Officer must be available to attend meetings with the Town and/or it's designee within 24 hours of notification.

4.1.2 Coordination with Town. The Project Manager or Work Crew Supervisor of the Contractor must be available by telephone within thirty (30) minutes to respond to the needs and requests of the Town Designee in an efficient manner, Monday through Friday, 7:00 a.m. to 4:00 p.m. The Contractor shall confer with the Town's Designee on a daily basis. Work hours in the Town are between 7:00 a.m. and 5:00 p.m. Upon execution of the contract, the Town will provide the Contractor with after-hours/emergency contact information for the Town's Designee(s).

4.1.3 On Call. The Contractor, or an employee of the Contractor approved by the Town, must be on 24 hour call, at all times, for emergency purposes.

4.1.4 Supervision of Work. Proposer shall supervise and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Proposer shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for the Work. Proposer shall also be responsible to see that the finished Work strictly complies with the Contract Documents.

4.1.5 Communication. For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor must be able to read, write, and speak English. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.

4.1.6 Completion of Task. The Contractor shall complete any specific maintenance item, task, or auxiliary service requested by the Town within 24 hours of notification, unless otherwise agreed upon by Town's Designee.

4.1.7 Additional Services. Additional services required shall be evaluated by both the Town and the Contractor for the mutual determination of a fair unit cost, to be based upon similar service rendered at similar sites.

4.1.8 Repairs. The Contractor shall notify the Town, within the same work day as discovered, of any items in need of repair, restoration and/or replacement. The Town may request a proposal for the repair, restoration and/or replacement of the material. The Town reserves the right to seek alternate proposals and to engage the services of others to perform repairs.

4.1.9 Staging. The Contractor shall be prohibited from having his vehicles enter Work Sites without the prior consent of the Town's Designee. The Contractor shall provide a written staging location plan for the Town's approval prior to commencement of any work.

4.1.10 Force Majeure. In the event of an emergency including but not limited to: storm, tornado, hurricane, auto accident, or any other emergency, the contractor shall be available on a first priority basis (within 24 hours).

4.1.11 Emergency. In the event of a natural disaster or other type of emergency which may disrupt the scheduled work or work sites, the Town reserves the right to adjust, modify or suspend services at any and all locations.

4.1.12 Safety Precautions. The Proposer shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all O.S.H.A. safety requirements while performing the Work. At a minimum, all personnel performing the work subject to the RFP and Contract awarded will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.

4.1.13 Uniforms. At all times while performing the work subject to RFP, all of the Contractor's personnel shall be required to wear uniforms (e.g. work shirts, etc.) clearly identifying the Contractor's company name, and a Contractor-supplied name and photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from Town property.

4.1.14 Disposal. No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The Contractor must closely adhere to all local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup. Contractor further agrees to indemnify, defend and hold Town harmless from any penalties, injury or damage resulting from non-compliance.

4.1.15 Debris Removal. All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with local, state and federal regulations. Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees, at both the trial and appellate levels, caused by Proposer's improper disposal, site cleanup or failure to comply with any applicable environmental laws.

4.1.16 Vandalism. In the event the Contractor discovers or is made aware of damage, vandalism or theft at a Site specified herein, the Contractor shall notify the Town's Designee within 30 minutes of such discovery.

4.1.17 Traffic. The Contractor will be responsible for design, set-up and Maintenance of Traffic (MOT) operations for work being performed within public rights-of-way. MOT plans are to be submitted to the Town for approval prior to implementation. MOT plans shall be prepared by MOT-certified personnel and must be in accordance with and conform to the current edition of the FDOT Roadway and Traffic Design Standards Indexes, the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as minimum criteria.

4.1.18 Sub-Contractor. If the Proposer intends to use sub-contractors to perform any work pursuant to the RFP, the sub-contractors are subject to prior approval by the Town. Proposer shall be fully responsible to the Town for all acts and omissions of any sub-contractors, suppliers, other persons and organizations performing or furnishing any of the Work under the Contract to the same extent in which Proposer is responsible for Proposer's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-

contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

4.1.19 Site Conditions. All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Proposer shall keep the Work Site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Proposer shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town.

4.1.20 Loss Prevention. Proposer shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property at the Work Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items.

4.1.21 Sales Tax. As set forth in the terms of this RFP, Proposer shall pay all sales, consumer, use and other similar taxes and should not include taxes in Proposal prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Proposer to procure all necessary permits and licenses the cost of which shall be deemed included in the Proposal price.

4.1.22 Equipment. All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Contractor or anyone else to exercise this right. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

4.1.23 Equipment Storage and Mobilization. The Contractor must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents, and shall be responsible for the storage of all materials and equipment at Contractor's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties.

4.1.24 Damage by Contractor. Any damage to the road, facilities, sewers, utilities, irrigation systems, neighboring or adjacent properties or vegetation caused by the Contractor shall be repaired at the expense of the Contractor to the satisfaction of the Town. Failure to restore said damages within three (3) working days following written notification shall result in a deduction from Contractor's next invoice of the Town's expenses for labor, material, services or equipment, including all related Administrative costs incurred by the Town to restore the property to its original condition. Said notification shall be by letter, fax or email.

4.1.25 Contractor's Personnel. Contractor shall employ personnel competent to perform the work specified herein. The Town reserves the right to request the removal of a Contractor's employee from performing maintenance upon the Town's property where such employee's performance or actions are detrimental to the Town. Contractor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on Town premises. (See Drug-Free Workplace Certification Form).

4.1.26 Contractor's Vehicles. Contractor's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1-½ inch letters. In addition, vehicles shall bear a magnetic sign on each side stating "Contractor for Southwest Ranches Public Works" when performing work hereunder.

4.1.27 Chemicals. All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by a person holding a valid Florida Certified Pesticide Applicators License. Application shall be in strict accordance with all governing regulations.

- A. List. A written list of proposed chemicals shall include commercial name, application rates, type of usage along with the Material Safety Data Sheet for each chemical shall be submitted to the Town's Designee prior to commencement of the work. All proposed chemicals shall be approved by the Florida Department of Agriculture and used as per manufacturer's label. The Contractor will be required to maintain a copy of all documents, including all Material Safety Data Sheets, in his possession whenever applying chemicals within the Town.
- B. Records. Records must be kept and retained (with copies provided to the Town's Designee along with the monthly invoice) as prescribed by law for the use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions.
- C. Application. Chemicals shall be applied using methods which prevent drifting onto adjacent property and preventing any toxic exposure to persons or property whether or not they are in or near the Project. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.
- D. Caution. No chemical with a signal word higher than caution shall be used at any time.
- E. Flags. It is also required that when applying any chemicals to areas of heavy pedestrian traffic, spray application warning flags shall be utilized to designate areas in clear sight and removed within 24 hours once sufficient time period has elapsed.
- F. Indemnification. The hold harmless and indemnification provisions of this RFP shall be applicable to any damages to persons and/or property arising out of or in connection with Contractor's use of chemicals, as a result of a contract award.

4.1.28 Site Supervisor. Must:

- A. Demonstrate knowledge evaluating building structures, exteriors, and permanent interiors.
- B. Demonstrate ability to manage service/repair requests, and maintenance, requirements of the Town's Facilities.
- C. Demonstrate ability to evaluate site furnishings and equipment performance.
- D. Demonstrate ability to manage the maintenance and cleaning of site furnishings and equipment.

SECTION 5 SCOPE OF SERVICES

5.1 PROJECT LIMITS

This RFP pertains to the maintenance of publicly-owned properties throughout the Town, including but not limited to Parks and Recreational Trail. The maintenance area is bounded on the north by Griffin Road, the south by Sheridan Street, the east by Flamingo Road and to the west slightly beyond US 27. See Maintenance Locations /Zones list for all delineated areas to be maintained. See Maintenance Locations/zones list for more specific information.

5.2 ADDITIONS OR DELETIONS OF MAINTENANCE AREA

At the Town's discretion, it may add new maintenance areas, delete maintenance areas, reduce the frequency of service, discontinue service by Contractor or request the resumption of service to a previously discontinued area, at any given time during the life of the Contract. Evaluation of costs for areas that are to be added or deleted shall be calculated based upon unit prices in the Proposal Forms. Upon the Town's written request to the Contractor to add a new maintenance area to the Contract or resume service to a previously terminated maintenance area, Contractor shall commence maintenance to said area within ten (10) days. Service to locations deleted by the Town for durations less than the remaining life of the contract may be resumed at any time for the originally proposed contract value.

At the Town's discretion, it may delete maintenance areas or the frequency of maintenance from the contract at any given time during the life of the contract, for the life of the contract, or lesser durations. The Town shall give the Contractor ten (10) calendar day's written notice prior to the deletion of a maintenance area for any given period of time. Deleted areas, if less than the entire maintenance area, shall be evaluated using unit prices in the proposal forms.

5.3 QUALIFICATIONS

Evidence that the Proposer holds appropriate licenses to perform the work subject of this Proposal, and as required by Florida Statutes and Local law, must be submitted along with Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

All work to comply with current A.N.S.I. Standards. Additionally, each member of Contractor's proposed personnel shall be trained in the work practices necessary to perform his/her job. The

Contractor shall assure that its employees are instructed in the known potential hazards related to his/her job and the processes and applicable provisions of any emergency action plan required. The contractor shall document that each of its employees has received and understood the training required by this paragraph. The contractor shall prepare and maintain records which contain the identity of each of its employees serving this contract, dates of training, and the means used to verify that the employee understood the training. The contractor shall assure that each of its employees follows the safety rules and safe work practices set forth by OSHA for the working environments comprising this contract.

5.4 QUANTITY AND FREQUENCY OF MAINTENANCE SERVICES

Areas specified in this contract shall be maintained in accordance with frequencies set forth in the Maintenance Frequencies herein.

The area and limits of maintenance have been previously established and are distinguishable in the field. Areas have been inventoried and calculated as to quantity and provided as a courtesy. It shall be the responsibility of the Contractor to verify the quantity of maintenance to be accomplished. Any discrepancies or disagreements concerning quantities shall be mutually resolved in writing prior to beginning work in any area in question. The Contractor shall submit written schedules of maintenance defining frequencies and locations. Contractor's failure to notify the Town in advance of any discrepancies or disagreements shall result in a waiver of any claims by Contractor relating thereto.

5.5 MAINTENANCE AND FREQUENCY STANDARDS

On the contract commencement date, as part of Contractor's complete written proposal, Contractor shall submit a written proposal of his plan for accomplishing the required work.

Each maintenance cycle is to be completed prior to commencement of the next cycle. All maintenance shall be completed within limits worked at the conclusion of the work day. Contractor shall leave work sites clean and ready for use. The Contractor shall exercise the necessary care to preclude any source of litter by his operations. The Contractor shall exercise the necessary care to preclude any source of litter by his operations.

5.6 GENERAL FACILITIES MAINTENANCE REQUIREMENTS

Contractor shall maintain the Town facilities as required in the Maintenance Categories specified below, at the frequency rates prescribed in the Scope of Services – Maintenance Frequencies, including:

5.6.1 Interior Maintenance. As set forth below, inspection and routine maintenance service for all interior facilities and systems.

5.6.2 Exterior Maintenance. As set forth below, inspection and routine maintenance of facilities' exteriors and surrounding grounds, including but not limited to paint, glass, signs, site furnishings, fencing, windows, and lighting; and repair or reporting to Town of same as described herein or as needed.

5.6.3 Other Routine and Incidental Maintenance. As set forth below, routine or incidental interior and/or exterior facilities maintenance tasks to be performed on schedule or as need arises.

5.6.4 Security/Daily Opening and Closing: The Contractor is responsible for daily (7 days per week) opening and closing (lock-up) of public access areas of parks, including main gates, trail gates, and restrooms, currently included or anticipated for inclusion within the Contract Term (one half hour after sunrise and one half hour before sunset). The Contractor shall be responsible for the safety and security of all facilities, including but not limited to daily opening and closing of all public access areas, daily inspection and weekly reporting.

SECTION 6 MAINTENANCE SERVICE CATEGORIES

Maintenance as defined for the purposes of this procurement shall include but not be limited to the following and shall be performed during each maintenance visit or as specified in the Scope of Services – Maintenance Frequencies schedule (Exceptions to the specified schedule may be granted by the Town’s Designee.):

6.1 INTERIOR MAINTENANCE

- 6.1.1 Restroom cleaning with germicidal disinfectant shall include walls, floors, and fixtures;
- 6.1.2 Refill paper products, and soap dispensers with supplies furnished by the Town;
- 6.1.3 Empty all trash receptacles and dispose of debris in dumpster or solid waste pickup totes;
- 6.1.4 Vacuuming, carpet and furniture upholstery;
- 6.1.5 Dusting;
- 6.1.6 Base-board cleaning;
- 6.1.7 Clean appliances;
- 6.1.8 Polish Wood;
- 6.1.9 Clean ceiling fans and light fixtures;
- 6.1.10 Preparation of supply inventory and order requisitions, deliver supplies to site, and stock supply closet;
- 6.1.11 Damp and dry mopping;

6.1.12 Floor maintenance: polish concrete and vinyl flooring. Strip, polish, wax and/or refurbish vinyl composite flooring (VCT);

6.1.13 Ceiling maintenance and tile replacement;

6.1.14 Drywall repairs; and

6.1.15 Unclog Drains.

6.2 EXTERIOR MAINTENANCE

6.2.1 Recreational Equipment Maintenance and Reporting:

6.2.1.a. The Contractor shall perform routine daily inspections of each playground, fitness circuit, recreational amenity and shall provide inspection report forms for each inspection. Completed inspection report forms shall be submitted to the Town's Designee on a weekly basis, unless otherwise noted below.

6.2.1.b. Contractor shall perform routine daily inspections of each amenity to determine if there are any obvious safety concerns or vandalism. Remove glass, trash, debris and rake wood surface material back into the fall zones of the equipment. Sweep walkways to ensure removal of slip or fall hazards.

6.2.1.c. Contractor shall inspect each piece of equipment for safety concerns or vandalism, twisted swing chairs, swing seat damage, protruding hardware, exposed concrete footers, loose rails, stairs, bolts, improperly closed loop components, depth of loose fill surfacing material, sharp points, missing or damaged protective caps, trip hazards, user modifications to equipment (such as string or rope tied to equipment, swings looped over rails, etc.), entrapment hazards and any potentially hazardous condition.

6.2.1.d. Contractor shall report any component determined to be unsafe, damaged, vandalized or which presents a safety concern by telephone within one (1) hour of discovery.

6.2.1.e. Contractor shall render such components temporarily unusable by barricading affected areas from public use, and maintain barricades daily until repairs are completed.

6.2.1.f. When Contractor determines the existence of an unsafe or hazardous condition, Contractor shall provide an inspection form on the same business day the condition is discovered.

- 6.2.1.g. Items of Incidental repair/replacement for damage or vandalism will be performed on an “as needed” basis.
- 6.2.1.h. Unpainted surfaces of equipment or site furnishings shall be pressure cleaned or washed as per the frequencies set forth within the Scope of Services – Maintenance Frequencies.
- 6.2.1.i. Contractor shall notify the Town in writing of the need for replenishment of surface material. Surface material shall be replenished with, Town-approved, engineered wood fiber product or an equivalent product. These services shall be provided as an add/alternate line item.
- 6.2.2. Contractor shall clean Drinking Fountains with a germicidal disinfectant on a weekly basis or as necessary.
- 6.2.3. Coordination of waste removal: Place pickup totes curbside within the park for pick up by Town’s solid waste hauler and subsequently return totes to storage area prior to the end of the workday.
- 6.2.4. Grounds cleaning, litter, debris, and trash removal.
- 6.2.5. Sidewalk and parking lot Sweeping and/or Cleaning.
- 6.2.6. Equestrian Rings/Trail Maintenance (monthly).
 - 6.2.6.a. On a monthly basis, Contractor will level the surface of the Trails Show and Practice Rings by dragging. Additional dragging maintenance may be requested with forty-eight (48) hour notice.
- 6.2.7. Pressure Cleaning of site structures, furnishings, fences, playground equipment, recreational equipment, signs, sidewalks and other structures, as set forth herein or as directed by Town’s designee:
 - 6.2.7.a. Fencing and site structures shall be pressure cleaned or washed on all sides using a mixture of water and chemical to remove any and all extraneous materials including mineral deposits.
- 6.2.8. Shade structures – Prior to tropical storm warnings and/or tropical storm force winds, the contractor will coordinate with the Town to remove, store, and re-install the shade canvas above structures.
- 6.2.9. Concrete, brick paver cleaning and sealing.
- 6.2.10. Screen and fence enclosure cleaning.
- 6.2.11. Occasional debris removal and haul-away services.

6.3 OTHER ROUTINE AND INCIDENTAL MAINTENANCE

- 6.3.1. Inspection of all facilities and facility systems including but not limited to buildings, site furnishings, fencing, air-conditioning units, time clocks, lights, waste disposal, electricity, and water.
- 6.3.2. Incidence of damage/vandalism will be reported to the Town's Designee within two (2) hours. Repair services for damage/vandalism will be based upon labor rates included and materials rates to be proposed separately.
 - 6.3.2.a. Graffiti inspections and cleaning each maintenance visit.
 - 6.3.2.b. Graffiti removal and repainting, (paint provided by the Town).
- 6.3.3. Establish and manage Recycling program.
- 6.3.4. Lighting and lighting time clock Maintenance.
 - 6.3.4.a. The Contractor shall monitor all lighting, replacement bulbs and/or lenses supplied by the Town.
 - 6.3.4.b. Contractor shall be responsible to ensure proper daily operation of time clocks which control the building lighting system. Regular verification that time clocks are accurate is required.
- 6.3.5. Vent cleaning.
- 6.3.6. Window washing.
- 6.3.7. Air Conditioner Filter cleaning or replacement.
- 6.3.8. Pre-private party or Town event set-up.
- 6.3.9. Post-private party or Town event clean-up.
- 6.3.10. Private party Attendant Services: on-site staffing to ensure compliance with policies, procedures and reporting.
- 6.3.11. Bulletin Board maintenance; notice posting.
- 6.3.12. Storm clean up.
- 6.3.13. 24/7 Emergency Services.
- 6.3.14. Installation, removal, assembly and disassembly of site furnishings and appliances.

6.3.15. Construction clean-up.

6.3.16. Interior/exterior repairs, handyman and carpentry services as needed.

6.3.17. Painting.

6.4. MISCELLANEOUS CODE ENFORCEMENT MAINTENANCE REQUIREMENTS:

At the Request of Town's Designee, Contractor shall provide services including debris removal, at designated properties under Enforcement Action. All Code Enforcement maintenance shall be performed at attached unit prices and require 4" X 6" color before and after photos.

1. Debris Removal: When debris removal is required as directed by Code or Town Designee, Contractor shall remove and properly dispose of items required to be removed on a per cubic yard basis, documenting work with before and after photos.

SECTION 7 DEFINITIONS

ADDENDA. Written or graphic instruments which clarify, correct or revise the proposal documents or the Contract Documents for Request for Proposal 20-005.

PROPOSAL. The offer or proposal to perform all services required in Request for Proposal 20-005.

BIMONTHLY MAINTENANCE. Maintenance performed twice a month.

BIWEEKLY MAINTENANCE. Maintenance performed twice a week.

BOND. Proposal, performance and payment bonds which guarantee performance of obligations specified in the Contract.

CHANGE ORDER. A document which amends the scope of services, scheduling or pricing within the executed Contract.

CODE ENFORCEMENT. Tasks assigned by Code Enforcement Department or Town Designee separate and distinct from Contract Work to remediate specific private property non-maintenance.

CONTRACT. A written Agreement with the Town which incorporate the terms of this RFP, the accepted Proposal, and delineates the Work to be performed and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council.

CONTRACT DOCUMENTS. The Contract, Addenda, Contractor's Proposal (including documentation accompanying the Proposal), the Bonds if required, these General Conditions, and any Drawings, Exhibits and Attachments referenced in this RFP, together with all amendments, modifications and supplements issued on or after the Effective Date of the Contract.

CONTRACT PRICE. The monies payable by Town for services provided by the Contractor and in compliance with Contract standards.

CONTRACTOR. The person or entity with whom Town has entered into the Contract with for performance of the Work, as described in RFP 20-005.

DAY. Shall mean calendar day, unless otherwise specified.

DEFECTIVE. An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, applicable codes, test or approval referred to in the Contract Documents, or has been damaged prior to Town's final payment.

DEFECTIVE WORK. Work that fails to comply with industry standards, contract provisions, or does not pass inspection.

EMERGENCY PREPAREDNESS SERVICES. Seasonal hurricane and disaster preparedness including but, not limited to securing or removal of park equipment and replacement following the storm's passing.

EFFECTIVE DATE OF CONTRACT. The latest execution date of the Contract.

FINAL COMPLETION. Work completed in compliance with industry standards, contract provisions, and passed final inspection.

LITTER REMOVAL. Collection and proper disposal of all trash and debris, including but not limited to items such as paper, cans, bottles, auto parts and dead animals in the Right-of-way.

NOTICE POSTING. Routine posting of notices and events on Town bulletin boards

PRIVATE PARTY ATTENDANT SERVICES. Services including but not limited to on site staffing for private parties at park facilities to ensure adherence with park policies, procedures, and timely conclusion of events.

PRESSURE CLEANING. A process utilizing chemicals and water to clean structures and fences. Proposer must supply water.

PROJECT. The whole or any part of the Work to be provided under this RFP and the Contract Documents.

PROPOSAL. The offer or proposal of a Proposer submitted on the prescribed form(s) and including all information and submission required by the RFP.

SERVICE CATEGORY. Specific type or style of maintenance services indicated by location or zone (some zones are not applicable and therefore not included in this RFP), as follows:

Service Category D: Type or style of maintenance as defined in this RFP located within Maintenance Zones 33 through 43, Parks and Other Town Property Maintenance.

SITE. An area of ground within the Town, requiring maintenance. (e.g. "Sunshine Ranches Equestrian Park").

SITE INSPECTIONS. Inspections made by the Town to verify the quality of the Work performed or to verify that deficient work has been corrected.

TOWN. Town of Southwest Ranches, Florida.

TRASH RECEPTACLE. Any park fixture for the collection of trash and debris. Is to be maintained by daily or weekly removal of trash to a location specified by the Town.

WORK. The result of performing services, furnishing labor, furnishing and incorporating materials and equipment, as required by the RFP, Contract Documents and addendums.

APPENDIX "A"
PROPOSAL RESPONSE FORM

TOWN-WIDE FACILITIES MAINTENANCE SERVICES (RFP No. 20-005)

****This signature page must be completed by an Authorized Person (See Section 1.7 of RFP)****

Type or print proposer's contact information below:

Name: _____

Title: _____

Company Name: _____

Address: _____

City/State/ZIP: _____

Telephone No. _____ **Fax No:** _____

Signature: _____

*****You must affix a corporate seal or have the signature on this Proposal Response Form notarized.*****

(Corp. Seal)

OR:

BEFORE ME the undersigned on this _____ day of _____, 20____
personally appeared _____, who is personally known to me or
who has produced _____ as identification and who did take an
oath.

STATE OF _____

(Signature of Notary)

COUNTY OF _____

(Notary's Printed Name)

My Commission Expires: _____

ZONES / LOCATIONS / MAINTENANCE SERVICE CATEGORIES / FREQUENCIES
SERVICECATEGORY D: PARKS AND OTHER FACILITIES MAINTENANCE –
ZONES 33-43

Zone #	Location/Zone Name	Size	Amenities Subject to Maintenance*	Maintenance Service Category/ies*	Frequency/ies*
D 33.	Trailside Park (“TP”)	4 Acres	Benches, Picnic Pavilion, sidewalk	5.6, 6.2, 6.3, as applicable	Weekly
D 34.	Sunshine Ranches Equestrian Park (“SREP”)	20 Acres	Restroom, Picnic Pavilion, Playground, Equestrian Rings (2), Parking Lot, 5416 Linear Ft. of Vinyl Fencing, Sidewalks	5.6, 6.1 - 6.3 (ALL), as applicable; Daily open and close	Daily/Weekly/ Monthly
D 35.	Calusa Corners Park (“CCP”)	12 Acres	1000 Linear Ft. of Vinyl Fencing, Picnic Pavilion, Playground, Parking	5.6, 6.2, 6.3, as applicable	Daily/Weekly/ Monthly
D 36.a.	Southwest Meadows Sanctuary Park (“SWMSP”)	25.5 Acres	Fencing 3 <i>Other amenities planned</i>	6.3	Weekly
D 36.b.	Southwest Meadows Sanctuary Park Landscape Area (“SWMSP-LS”)	1 Acre	Not applicable (Included solely for continuity of Zones/locations context)	N/A	N/A
D 37.a.	Rolling Oaks Park (“ROP”)	45.5 Acres	Community Room, Meeting Room, Restroom, Parking Lot, 2950 Linear Ft. of Vinyl Fencing	5.6, 6.1 - 6.3 (ALL), as applicable; Daily open and close	Daily/Weekly/ Monthly
D 37.b.	Rolling Oaks Park Butterfly Garden (“ROP-BG”)	1 Acre	Fitness Circuit	5.6, 6.2, 6.3, as applicable	Daily/Weekly
D 38.	Frontier Trails Park (“FTP”)	30 Acres	Fencing, Picnic Pavilion, Sidewalk	5.6, 6.2, 6.3, as applicable	Weekly
D 39.	Town Hall (“TH”)	< 2 Acres	4 Approx. 10,000 Sq. Ft. Administrative Office Building w/ Meeting Chambers, Parking Lot, Sidewalks ⁴	5.6, 6.2, 6.3, as applicable, <u>if added to schedule</u>	As needed
D 40.	Public Safety Facility (“PSF”)	< 1 Acre	4 Modular and permanent buildings, Parking Lot, Sidewalks ⁴	5.6, 6.2, 6.3, as applicable, <u>if added to schedule</u>	As needed

D 41.	Stirling Rd. at SW 185 Way “pocket park” (“PP”)	1.6 Acres	Fencing <i>No other amenities planned at this time</i>	6.3 inspection and reporting	Weekly
D 42.	Country Estates Park (“CEP”)	16 Acres	Restroom, Picnic Pavilion, Playground, Parking Lot, Sidewalks	5.6, 6.1 - 6.3 (ALL), as applicable; Daily open and close	Daily/Weekly/Monthly
D 43.	Broadwing Building (“BWB”)	1.77 Acres	Storage building and fencing ⁴	5.6, 6.1-6.3, as applicable, <u>if added to schedule</u>	Monthly

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

1. As applicable, based on Maintenance Service Categories needed for amenities on site
2. Probable future addition to Contract. As applicable, based on Maintenance Service Categories needed for amenities planned when added due to completion of construction and opening of facility to public use
3. Possible future addition to Contract. As applicable based on Maintenance Service Categories needed for amenities on site; if added due to completion of construction and opening of facility to public use.
4. Potential for future addition to contract. As applicable based on Maintenance Service Categories needed for amenities on site; if added to Contract.

MAINTENANCE FREQUENCIES*

Item #	Maintenance Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
General Town Property Maintenance													
5.6.1. & 6.1	Interior Maintenance	Daily/Weekly/ Monthly											
5.6.2. & 6.2	Exterior Maintenance	Daily/Weekly/ Monthly											
5.6.3. & 6.3	Other Routine and Incidental Maintenance	Daily/Weekly/ Monthly											
5.6.4	Security/Open and Close	Daily											
6.1 Interior Maintenance													
6.1.1.	Restroom Cleaning	Daily											
6.1.2.	Dispenser refilling	Daily (As Needed)											
6.1.3.	Empty Trash Receptacles	Daily											
6.1.4.	Vacuuming	Weekly, as applicable											
6.1.5.	Dusting	Weekly											
6.1.6.	Base-board Cleaning	Monthly											
6.1.7.	Appliance cleaning	Monthly											
6.1.8.	Wood polishing	Monthly											
6.1.9.	Lighting & ceiling fan cleaning	Monthly											
6.1.10.	Supply ordering / inventory management and organization	Monthly (As Needed)											
6.1.11.	Floor maintenance: Damp & dry mopping	Weekly, or as needed after events											
6.1.12.	Floor maintenance: stripping, polishing, waxing, and/or refurbishing	Quarterly (As Needed)											
6.1.13.	Ceiling maintenance and tile replacement	As Needed											
6.1.14.	Drywall repairs	As Needed											
6.1.15.	Unclog Drains	As Needed											

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

MAINTENANCE FREQUENCIES*

Item #	Maintenance Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
6.2 Exterior Maintenance													
6.2.1.	Recreational Equipment Maint. and Reporting	Daily/Weekly											
6.2.2.	Drinking Fountains Cleaning	Weekly											
6.2.3.	Coordination of waste removal	Weekly											
6.2.4.	Grounds Cleaning	Weekly (As Needed)											
6.2.5.	Sidewalk and Parking Lot Sweeping and Cleaning	Weekly (As Needed)											
6.2.6.	EQ Rings/Trails Maint.	Bimonthly											
6.2.7.	Pressure Cleaning of Site Structures and Furnishings	Quarterly (As Needed)											
6.2.8.	Shade Structures	As Needed											
6.2.9.	Cement, Brick Paver Cleaning & Sealing	Quarterly (As Needed)											
6.2.10.	Screen and Fenced Enclosure Cleaning	Quarterly (As Needed)											
6.2.11.	Debris Haul Away	As Needed											

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

MAINTENANCE FREQUENCIES*

Item #	Maintenance Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
6.3. Other Routine and Incidental Maintenance													
6.3.1.	Facility Inspections	Daily/Weekly											
6.3.2	Damage/Vandalism/Graffiti Reporting/Repair	Daily/Weekly											
6.3.3.	Recycling Program Establishment and Management	Weekly											
6.3.4.	Lighting/Time Clock Maintenance	Weekly											
6.3.5.	Vent Cleaning	Weekly											
6.3.6.	Window Washing	Monthly											
6.3.7.	A/C Filter Cleaning or Replacement	Monthly											
6.3.8.	Pre Party & Town Event Setup	Per Event											
6.3.9.	Private Party & Town Event Clean-up	Per Event											
6.3.10.	Private Party Attendant Services	Per Event											
6.3.11.	Bulletin Board Maint./Notice Posting	As Needed											
6.3.12.	Storm Clean-up	As Needed											
6.3.13	24/7 Emergency Services	As Needed											
6.3.14	Installation, removal, assembly and disassembly of site furnishings and appliances	As Needed											
6.3.15	Construction Clean-up	As Needed											
6.3.16	Repair/Handyman/Carpentry	As Needed											
	Painting	As Needed											

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL):
PARKS AND OTHER FACILITIES MAINTENANCE

Service Category	Location/Zone #	Location Name	Unit Price	Annual Price – (Frequencies as per “Maintenance Frequencies” sheets)
D	33	Trailside Park-	\$	\$
D	34	Sunshine Ranches Equestrian Park-	\$	\$
D	35	Calusa Corners Park-	\$	\$
D	36.a.	Southwest Meadows Sanctuary Park-	\$	\$
D	37.a.	Rolling Oaks Park-	\$	\$
D	37.b.	Rolling Oaks Park Butterfly Garden Maintenance-	\$	\$
D	38	Frontier Trails Park-	\$	\$
D	39	Town Hall-	\$	\$
D	40	Public Safety Facility-	\$	\$
D	41	Stirling Rd. at SW 185th Way “pocket park”-	\$	\$
D	42	Country Estates Park-	\$	\$
D	43	Broadwing Building-	\$	\$

*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

- 1 As applicable, based on Maintenance needed for amenities on site
- 2 Probable future addition to Contract.
- 3 Possible future addition to Contract.
- 4 Potential for future addition to contract.

GRAND TOTAL – MAINTENANCE PROPOSAL: PRICE LIST BY ZONE (BASE PROPOSAL):	\$
--	----

PROPOSER’S SIGNATURE: _____ **COMPANY NAME:** _____

**MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY
(AUXILLARY SERVICES): PARKS AND OTHER FACILITIES MAINTENANCE**

Item #	Maintenance Service Category	Unit (Proposer to specify “per location,” “per service,” “per hour,” etc., as applicable)	Unit Price
General Town Property Maintenance			
	Security		
5.6.4.	Security/Open & Close		\$
Interior Maintenance			
6.1.12.	Floor maintenance: stripping, polishing, waxing, and/or refurbishing		\$
6.1.13.	Ceiling maintenance and tile replacement		\$
6.1.14.	Drywall repairs		\$
6.1.15.	Unclog Drains		\$
Exterior Maintenance			
6.2.6.	EQ Rings/Trails Maint.		\$
6.2.7.	Pressure Cleaning of Site Structures and Furnishings		\$
6.2.8.	Shade Structures		\$
6.2.9.	Cement, Brick Paver Cleaning & Sealing		\$
6.2.10.	Screen and Fenced Enclosures Cleaning		\$
6.2.11.	Debris Haul Away		\$

PROPOSER’S SIGNATURE: _____ **COMPANY NAME:**_____

**MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY
(AUXILLARY SERVICES): PARKS AND OTHER FACILITIES MAINTENANCE**

Item #	Maintenance Service Category	Unit (Proposer to specify "per location," "per service," "per hour," etc., as applicable)	Unit Price
<u>6.3. Other Routine and Incidental Maintenance</u>			
6.3.2.	Damage/Vandalism/Graffiti Reporting/Repair		\$
6.3.8.	Pre Party & Event Setup		\$
6.3.9.	Private Party & Town Event Clean-up		\$
6.3.11.	Storm Clean up		\$
6.3.12.	24/7 Emergency Services		\$
6.3.13.	Installation, removal, assembly and disassembly of site furnishings and appliances		\$
6.3.14.	Construction Clean-up		\$
6.3.15.	Repair/Handyman/Carpentry		\$
6.3.16.	Painting		\$
MISCELLANEOUS CODE ENFORCEMENT SERVICES			
6.4.	Debris Removal:		\$

PROPOSER'S SIGNATURE: _____ **COMPANY NAME:** _____

PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, etc., to perform Town Wide Facilities Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

COMPANY NAME: _____

The quantities indicated in the Proposal and Proposal Forms are estimates of the work. The Town does not guarantee the quantities shown on the Proposal form. Bidder/Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as Principal or Principals is/are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proposer shall furnish prices for all Proposal items. Failure to do so may render the Proposal invalid and cause its rejection. Also, evidence that the Proposer holds appropriate licenses to perform the Work which is the subject of this Proposal, and as required by Florida Statutes and Local law, must be submitted along with the Proposal. Proposers must also have the insurances and any applicable bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

All applicable federal, state and local taxes, permit fees, insurance, and performance and payment bonds are included in the Proposal price. In the event of any discrepancy in the line item amounts, the calculated total shall control.

Both the Proposer and the licensee shall fill in the information on next page, pursuant to chapter 489, Florida Statutes. Licensee is defined as the person who is the licensed Contractor who qualifies the Proposing Company, Corporation or Partnership. If the Proposer is an individual, he must be licensed. (Please print or type, excluding signatures).

[Remainder of page intentionally left blank]

APPENDIX B- PROPOSAL SCHEDULE

The undersigned hereby proposes to furnish all labor, equipment and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addenda, if issued, for the lump sum price shown below.

[illegible]

TOTAL BASE PROPOSAL PLUS ADD ALTERNATIVE \$ _____

Proposer_____

PROPOSER INFORMATION

NAME: _____

ADDRESS: _____

FEIN: _____

LICENSE NUMBER: _____ STATE OR COUNTY: _____

LICENSE TYPE: _____
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

PROPOSER'S SIGNATURE: _____

PROPOSER'S NAME: _____

PROPOSER'S ADDRESS: _____

PROPOSER'S PHONE NUMBER: Office: _____ Cell: _____

PROPOSER'S EMAIL ADDRESS: _____

By: _____

Name of Corporation/Entity

Address of Corporation/Entity

Signature of President or Authorized Principal

By: _____

Title: _____ (If Proposer is a Corporation, affix corporate seal)

APPENDIX C- DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT

**TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE**

**STATE OF FLORIDA
COUNTY OF _____**

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

☐ an individual or

☐ the _____ of _____.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its the Town Council.

2. Affiant's address is:

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to profit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches' policy, and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

AFFIANT FURTHER SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, [] who is personally known to me or [] who has produced _____ as identification and who did take an oath.

Notary Public

(Print Notary Name)
State of _____ at Large
My Commission Expires:_____

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.

Address

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

APPENDIX D- DRUG FREE WORKPLACE

Proposer must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S SIGNATURE: _____

PROPOSER: _____

APPENDIX E SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____
whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that “convicted” or “conviction” as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an “affiliate” as defined in Para. 287.133(1) (a), Florida Statutes, means:

(i). A predecessor or successor of a person convicted of a public entity crime; or

(ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

PROPOSER: _____

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

**APPENDIX F
NON-COLLUSION AFFIDAVIT**

State of _____) ss:

County of _____)

_____ being first duly sworn deposes and says that:

- (1) He/She is the _____ (Owner, Partner, Officer, Representative or Agent) of _____, the proposer that has submitted the attached Proposal;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Bid price of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

PROPOSER: _____

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

APPENDIX G
OFFEROR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Southwest Ranches
 Venessa Redman, Sr. Procurement & Budget Officer

ADDRESS: 13400 Griffin Road
 Southwest Ranches, Florida 33330

SUBMITTED BY: _____

CIRCLE ONE
Corporation
Limited Liability Company
Joint Venture
Partnership
Other

NAME: _____ Individual

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

E-MAIL ADDRESS: _____

1. State the true, exact, correct and complete name of the partnership, corporation, limited liability company, joint venture, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: _____

The address of the principal place of business is: _____

2. If Offeror is a corporation, answer the following:

Date of Incorporation: _____
State of Incorporation: _____
President's name: _____
Vice President's name: _____
Secretary's name: _____
Treasurer's name: _____

- g. Name and address of Resident Agent:

3. If Offeror is an individual or a partnership, answer the following:

a. Date of organization: _____

- b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

- a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Letter. Please attach certificate of competency and/or state registration.

8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (governmental entities are preferred as references).

(name)	(address)	(phone number)
<hr/>		
(name)	(address)	(phone number)
<hr/>		
(name)	(address)	(phone number)
<hr/>		

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name of the individual who will have personal supervision of the work:

12. Provide a list of all litigation, including arbitration proceedings, in which offeror was or is a party, plaintiff or defendant, within the last five years, including the style the case, local of the case, and whether the case is still pending.

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE LETTER, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

APPENDIX H
OFFEROR'S CERTIFICATION WHEN OFFEROR IS AN INDIVIDUAL

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Offeror hereto has executed this Form this _____ day of _____, 20____.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

Town/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

**APPENDIX I OFFEROR'S CERTIFICATION WHEN OFFEROR IS A SOLE
PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Offeror hereto has executed this Form this _____ day of _____, 20____.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

Town/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____,
by _____ who is personally known to me or who has produced _____
as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

APPENDIX J
OFFEROR'S CERTIFICATION WHEN OFFEROR IS A PARTNERSHIP

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Offeror hereto has executed this Form this _____ day of _____, 20____.

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Printed Name of Partner

Witness

Business Address

Town/State/Zip

Business Phone Number

State of Registration

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____ (Name), _____ (Title) of _____ (Name of Company who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp, or type as Commissioned)

APPENDIX K
OFFEROR'S CERTIFICATION WHEN OFFEROR IS A CORPORATION, LIMITED
LIABILITY COMPANY OR OTHER BUSINESS ENTITY

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Offeror hereto has executed this Form this _____ day of _____, 20____.

Printed Name of Corporation or Company

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

Address of Corporation or Company

By _____
Secretary

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____ 20____, by _____ (Name), _____ (Title) of _____ (Name of Company who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

APPENDIX L
CERTIFICATE OF AUTHORITY (If Individual/Sole Proprietor)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that _____, as Principal or Owner of (Company name) _____, is hereby authorized to execute the Proposal dated _____ 20____, to the Town of Southwest Ranches and his execution thereof, attested by the undersigned, shall be the official act and deed of _____ (Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 20____.

Secretary:

(SEAL)

PROPOSER:_____

APPENDIX M
CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, _____, 20____, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this _____ day of _____, 20____.

Secretary:

(SEAL)

PROPOSER:_____

APPENDIX N
CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that a meeting of the Partners of the _____

A partnership existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as of the Partnership, be and is hereby authorized to execute the Proposal dated _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the _____ shall be the official act and deed of this Partnership.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this __, day of _____, 20____.

Secretary:
(SEAL)

PROPOSER: _____

APPENDIX O
CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____)
) ss:
County of _____)

I HEREBY CERTIFY that a meeting of the Partners of the _____

A corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

“RESOLVED, that, _____, as of the Joint Venture, be and is hereby authorized to execute the Proposal dated _____, 20____, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the _____ shall be the official act and deed of this Joint Venture.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this __, day of _____, 20____.

Secretary:
(SEAL)

PROPOSER: _____

**APPENDIX P
PROPOSAL BOND**

Bond No. _____

BID BOND

State of _____)

) ss:

County of _____)

KNOW ALL MEN BY THESE PRESENTS, that we, _____

_____, as Principal, and _____

_____, as Surety, are held and firmly bound unto the Town of Southwest Ranches, a municipal corporation of the State of Florida, in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal, dated _____ 20__ for:

**RFP No.: 20-005:
TOWN-WIDE FACILITIES MAINTENANCE SERVICES**

NOW, THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternate
- (b) If said Proposal shall be accepted and the Principal shall properly execute and deliver to said town the appropriate Contract Documents, including any required insurance and bonds, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Proposal, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____ day of _____, 20__, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

[Signatures on next page]

PROPOSER: _____

By: _____

Title: _____

IN PRESENCE OF: _____

(Individual or Partnership Principal)

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

SURETY: _____

By: _____

(SEAL)

(Business Address)

(City/State/Zip)

(Business Phone)

IMPORTANT

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Countersigned by Florida Agent:

Name: _____

Date: _____

APPENDIX Q
GOVERNMENTAL CONTACT INFORMATION

Please list NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME AGENCY	OF	ADDRESS	PHONE NUMBER	CONTACT PERSON

PROPOSER: _____

APPENDIX R
ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

TO THE TOWN OF SOUTHWEST RANCHES:

_____, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to _____'s failure to comply with such regulations.

ATTEST

CONTRACTOR

BY: _____

Print Name

Date: _____

PROPOSER: _____

APPENDIX S
PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request For Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request For Proposals.

All license, certificate and experience requirements must be met by the proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by proposer who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Proposal, proposer represents that it meets the requirements set forth above, and as set forth in the Proposal Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer: _____

Proposer's Name: _____

Proposer's Address: _____

Proposer's Phone Number: _____

Proposer's Email: _____

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):

PROPOSER: _____

[Signatures on next page]

State of Florida

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____ of _____ (Proposer), who is personally
known to me or who has produced _____ as identification and who did (did
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of _____ County, Florida

Notary Signature

Name of Notary Public: (Print, Stamp, or type as Commissioned)

PROPOSER: _____

APPENDIX T
PROPOSER EXPERIENCE QUESTIONNAIRE

The proposer's response to this questionnaire will be utilized as part of the Town's Proposal Evaluation and Contractor selection. Proposer must have current licensures applicable to this type of work and must have experience on comparable work.

List comparable contract experience and client references:

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

PROPOSER: _____

**APPENDIX U
SUB-CONTRACTOR LIST**

In the form below, the proposer shall list all subcontractors to be used on this project if the proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of the Town.

<u>CLASSIFICATION OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>

PROPOSER:_____

APPENDIX V
ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indicate receipt of any addendum by initialing below for each addendum received.

Addendum No.1 _____

Addendum No.2 _____

Addendum No.3_____

Addendum No.4_____

[Remainder of page intentionally left blank]

**APPENDIX W
LIABILITY CLAIMS**

Please list the following information for all Liability Claims for the past ten (10) years:

1. Name and Location of project: _____

2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____
3. Nature of Claim: _____

4. Date of Claim: _____
5. Resolution Date of Claim and how resolved: _____

6. If applicable:
 - a. Court Case Number: _____
 - b. County: _____
 - c. State: _____

PROPOSER: _____

**APPENDIX X
W-9**

INSERT W-9

APPENDIX Y
PROOF OF INSURANCE

INSERT PROOF OF INSURANCE

APPENDIX Z
ANTI-LOBBYING CERTIFICATION FORM

1. The prospective participant certifies to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: _____

Street address: _____

City, State, Zip: _____

Certified By: _____
(type or print)

Title: _____

Signature: _____ Date: _____

APPENDIX AA
STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below and this form is returned to:

Venessa Redman, Senior Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: vredman@southwestranches.org

REASONS

1. _____ Do not offer this product/service or equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment).

Explanation: _____

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? ☐ Yes ☐ No

COMPANY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____ DATE: _____

APPENDIX BB
OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS
(2 CFR 200 COMPLIANCE)

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable federal, state, county and the Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade

County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code ("FBC").

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any contractor/proposer assigned to perform responsibilities under its contract with a State agency is required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to the Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by the Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement. Respondents must be able and willing to comply with the Town's FEMA Compliant documentation submission requirements.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

EXHIBIT “A”



**AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND**

FOR

RFP NO.: 20-005

TOWN-WIDE FACILITIES MAINTENANCE SERVICES

AGREEMENT FOR
“RFP No.: 20-005 TOWN-WIDE FACILITIES MAINTENANCE SERVICES

THIS IS AN AGREEMENT (the “Contract”) made and entered into on this ____ day of _____, 20____, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the “Town”), and _____ (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to contract for Town-wide Facilities Maintenance Services (the “Project”); and

WHEREAS, the Town advertised a Request For Proposals, RFP No. 20-005 on _____, 20____ (“RFP”); and

WHEREAS, __ Proposals were received by the Town on _____, 20____; and

WHEREAS, the Town has adopted Resolution No. 201____- ____ at a public meeting of the Town Council approving the recommended award and has selected _____ for award of the Project; and

WHEREAS, Contractor’s Proposal is attached to this Contract as Exhibit “A-1” and made a part hereof.

NOW THEREFORE, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

Section 1: Scope of Services

- 1.1 Upon execution of this Contract, Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Contract is EXHIBIT “A” and which is made a part hereof by this reference (the “Work”). This Contract, as well as all Exhibits, the RFP, Contractor’s Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Contract by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Contract, all of the Contract Documents, good workman practices for right-of-way maintenance services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.
- 1.3 By submitting its Proposal and entering into this Contract, Contractor represents that it has informed itself of the conditions that exist at the sites and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated onsite in the performance of the Work have likewise been included and accounted for within the Contract Price.

Section 2: Term of this Contract and Contract Time

- 2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for: Contractor

“RFP No.: 20-005 TOWN-WIDE FACILITIES MAINTENANCE SERVICES

- 2.2 The Town shall have the ability to terminate this Contract as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Contractor waives any and all other claims against the Town.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Contract for a total, not to exceed, \$_____ Dollars (“Contract Price”).
- 3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Contractor in accordance with the terms and conditions of this Contract, and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town, that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town’s receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.
- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. Contractor’s obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction, (b) it becomes necessary for

the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of the Town.

Section 4: Assignment

- 4.1 No assignment of this Contract or the Work hereunder shall be valid without the express written consent of the Town, which may be given or withheld, in the Town's sole discretion. All Work to be performed pursuant to this Contract shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

Section 5: Insurance

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 5.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330-2628
- 5.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Contract.
- 5.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Contractor shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.
- 5.6 Contractor shall carry the following minimum types of insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor

shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

5.7 Contractor shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.

5.8 Contractor's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq.

Saul Ewing Arnstein & Lehr LLP
200 East Las Olas Boulevard, Suite 1000
Fort Lauderdale, Florida 33301

- 5.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 5.10 If any of Contractor's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 5.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 5.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.
- 5.13 **UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE CONTRACT.**
- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 5.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Contract, Contractor's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Contract. Contractor agrees to indemnify and hold harmless the Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

Section 7: Laws and Regulations

Contractor agrees comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Contract.

Section 8: Taxes and Costs

All federal, state and local taxes relating to Contractor's Work under this Contract and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Contract shall be paid by Contractor.

Section 9: Indemnification

To the fullest extent permitted by Florida law, Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Contract, Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Contract.

Section 10: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, sexual orientation, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon Contractor, its successors, transferees, and assigns for the period during which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Contract.

Section 11: Sovereign Immunity

Nothing in this Contract is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability, as provided for in Florida Statutes, as worded or amended, and all Florida case law interpreting same.

Section 12: Prevailing Party Attorneys' Fees

In the event either party to this Contract incurs legal fees, legal expenses or costs to enforce the terms of this Contract on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

Section 13: No Third Party Beneficiaries

This Contract is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

Section 14: Funding

The obligation of the Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 15: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Contract. Contractor represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

Section 16: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly- claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access, at all reasonable times, to all documents and information pertaining to the Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures, as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to the Town, to transfer to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate termination for cause of the Contract by the Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSTRUCTION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA 33330.

Section 17: Termination

The Contract may be terminated upon the following events:

- A. Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Contractor with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid **ONLY** for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Contractor in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring

additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, the Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by the Town.** In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
 2. Contractor's insolvency, bankruptcy or receivership;
 3. Contractor's violation or non-compliance with Section 11 of this Contract;
 4. Contractor's failure to maintain any Insurance required by Section 6 of this Contract; or
 5. Contractor's violation of Section 18 of this Contract.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor, then existing, or which may thereafter accrue. Any retention or payment of moneys due Contractor by the Town will not release Contractor from liability.

Section 18: Public Entity Crimes Information Statement

Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this Section by Contractor shall result in the Town's immediate termination of this Contract.

Section 19: Use of Awarded Proposal by Other Governmental Units

Contractor agrees that this Contract may be utilized by other governmental entities or units to provide the specified services. The Town does not become obligated, in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

Section 20: Change Orders and Modification of Contract

The Town and Contractor may request changes that would increase, decrease or otherwise modify the scope of Work to be provided under this Contract. Such changes only become part of this Contract and increase, decrease or otherwise modify the Work or the Contract Price under this Contract if evidenced by a written Change Order executed by the Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Contract.

Section 21: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Contract shall be construed to operate as a waiver of any of the Town's rights under this Contract or of any causes of action arising out Contractor's performance of the Work under this Contract, and Contractor shall be and remain liable to the Town for all damages to the Town caused by Contractor's negligent or improper performance of any of the Work furnished under this Contract, irrespective of the Town's review, approval or payment for any of the Work under this Contract. The rights and remedies of the Town provided for, under this Contract, are in addition to all other rights and remedies provided to the Town by law.

Section 22: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Contract shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Contract shall be governed by the substantive laws of the State of Florida.

Section 23: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Contract, CONTRACTOR and the TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to, or arising out of THIS Contract.

Section 24: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

Section 25: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Contract.

Section 26: Days

The terms "days" as referenced in this Contract shall mean consecutive calendar days.

Section 27: Written Mutual Agreement

This Contract is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understandings between the parties hereto, whether written or oral, which are merged herein.

Section 28: No Amendment or Waiver

This Contract may not be changed, altered or modified, except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Contract prior to the initiation of any Work reflecting such change.

Section 29: Severability

In the event any term or provision of this Contract shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect, or be deemed severed from the Contract so as not to affect the validity or enforceability of the remaining provisions of the Contract. In case any one or more of the provisions of this Contract shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Contract shall be in no way affected, prejudiced, or disturbed thereby.

Section 30: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Contractor within a reasonable time following submission to the Town of the

question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Contractor and the Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and the Town hereby waive any rights to a trial by jury.

Section 31: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to the Town:

Town of Southwest Ranches
Town Administrator
13400 Griffin Road
Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq.
Saul Ewing Arnstein & Lehr LLP
200 East Las Olas Boulevard
Suite 1000
Fort Lauderdale, Florida 33301

If to Contractor:

Section 32: Miscellaneous

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Contract by Contractor and all persons or entities employed or otherwise retained by Contractor are and shall remain the property of the Town. In the event of termination of this Contract for any reason, any reports, photographs, surveys and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of the Town and shall be delivered by Contractor to the Town Administrator within seven (7) days of termination of this Contract for any reason. Any compensation due to Contractor shall be withheld until all documents are received by the Town as provided herein.
- B. Audit and Inspection Rights and Retention of Records.** The Town shall have the right to audit the books, records and accounts of Contractor that are related to this Contract. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Contract.

Contractor shall preserve and make available, at reasonable times for examination and audit by the Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after expiration or earlier termination of this Contract, unless Contractor is notified in writing by the Town of the need to extend the retention period. Such retention of such records and documents shall be at Contractor's sole expense. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the Town to be applicable to Contractor's records, Contractor shall comply with all requirements thereof.

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Contract.

- C. Independent Contractor.** Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents

shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the Town and Contractor a partnership or joint venture.

- D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Contract, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this Section.

- E. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- G. Joint Preparation.** The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein

express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.
- J. Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- K. Truth-in-Negotiation Certificate.** Signature of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: _____ and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____ 20____.

WITNESSES:

CONTRACTOR:

By: _____

Name: _____

Title: _____

_____ day of _____ 20____

TOWN OF SOUTHWEST RANCHES

By: _____

Doug McKay, Mayor

_____ day of _____, 20____

By: _____

Andrew D. Berns,
Town Administrator

_____ day of _____, 20____

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney



SW 185th Way "Pocket Park
(at Stirling Road Right of Way)

Broadwing Building

Highlighted area = maintenance





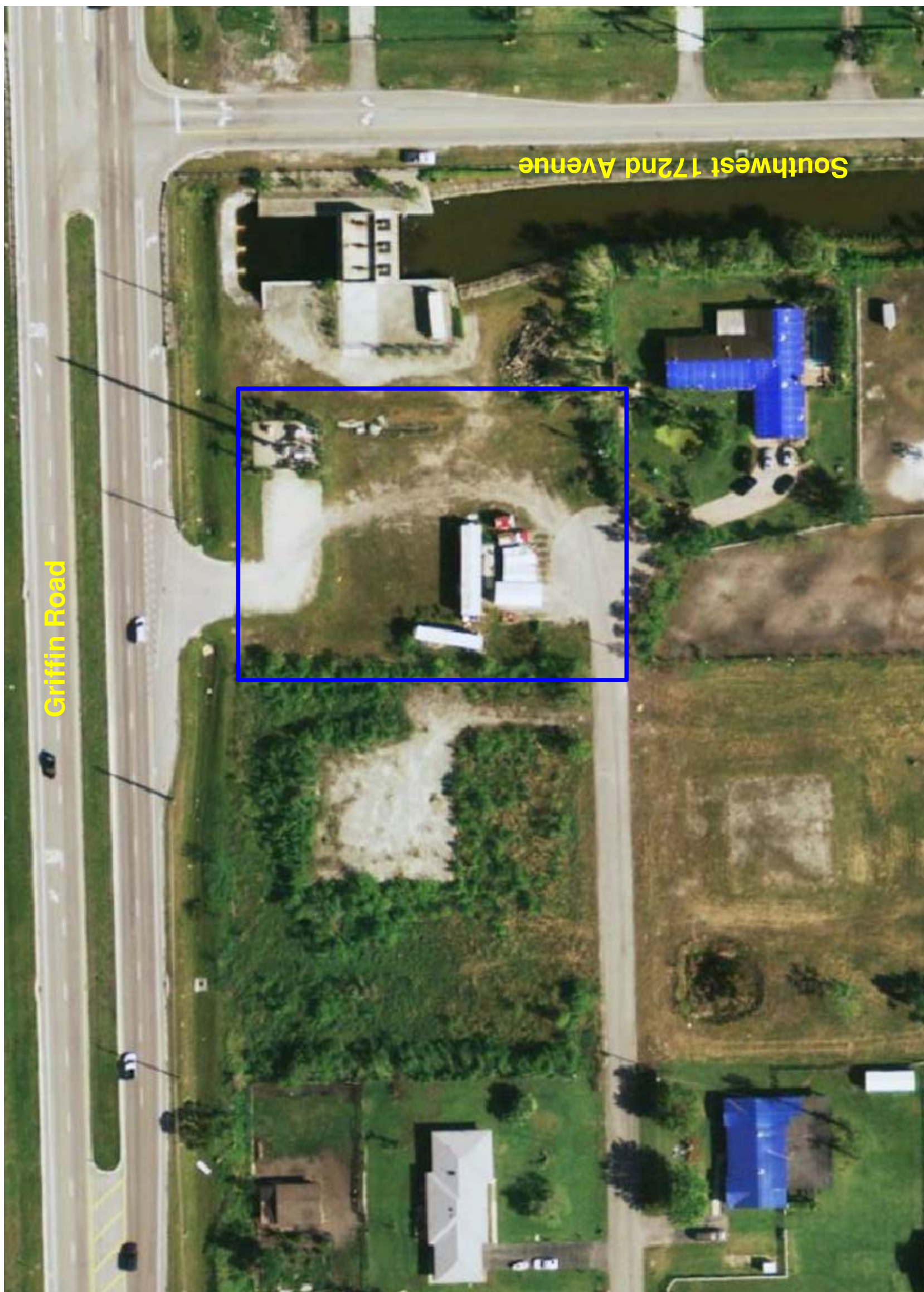
highlighted area = maintenance areas



TOWN OF SOUTHWEST RANCHES
APPROVED BY _____
DATE _____

R.J.Behar & Company, Inc.
6601 S.W. 106TH AVENUE, SUITE 302
Pembroke Pines, FL 33033
(954) 980-7771 Fax (954) 990-7781

DL	MU	R
04040		
1		
9-08-07		



N.T.S.



Depicts Property

[illegible]

PUBLIC SAFETY FACILITY PROPERTY

TOWNWIDE LANDSCAPE
MAINTENANCE PROJECT

17220 Griffin Road
South West Ranches, FL 33331

TOWN OF SOUTHWEST RANCHES

APPROVED BY:

DATE:



R.J.Behar & Company, Inc.
Engineers • Planners

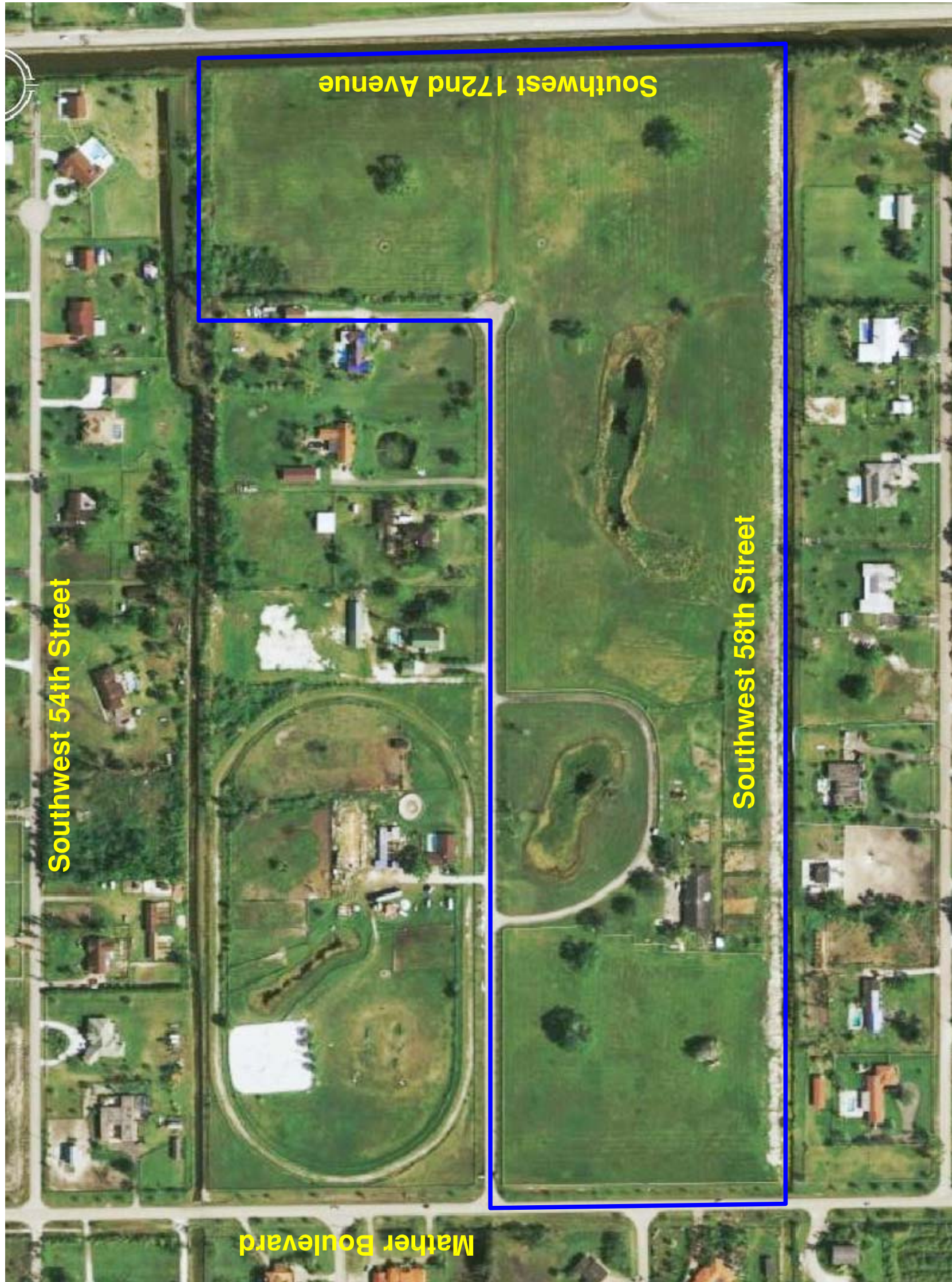
8891 S.W. 196TH AVENUE, SUITE 302
Pembroke Pines, Florida • 33332
(954) 680-7771 • Fax: (954) 680-7781

DL	MU	JR
DES.	DATE	CHK.
PROJECT FILE NO.		
04040		
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DATE DRAWN	OF	
9-06-07	1	1
	REV.	



N.T.S.

Depicts Park

[illegible]

ROLLING OAKS PASSIVE OPEN SPACE PARK

17630 SW 56th ST
South West Ranches, FL 33331

TOWN OF SOUTHWEST BANCHES

APPROVED BY:

DATE:



R.J.Behar & Company, Inc.
Engineers • Planners

9891 S.W. 196TH AVENUE, SUITE 302
Pembroke Pines, Florida • 33332
(954) 680-7771 • Fax: (954) 680-7781

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DATE DRAWN	OF	
9-06-07	1	1



Depicts Park

[illegible]

SOUTHWEST MEADOWS SANCTUARY

TOWNWIDE LANDSCAPE
MAINTENANCE PROJECT

No Address Assigned

TOWN OF SOUTHWEST RANCHES

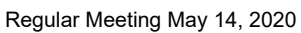
APPROVED BY: _____

DATE: _____

R.J. Behar & Company, Inc.
Engineers • Planners

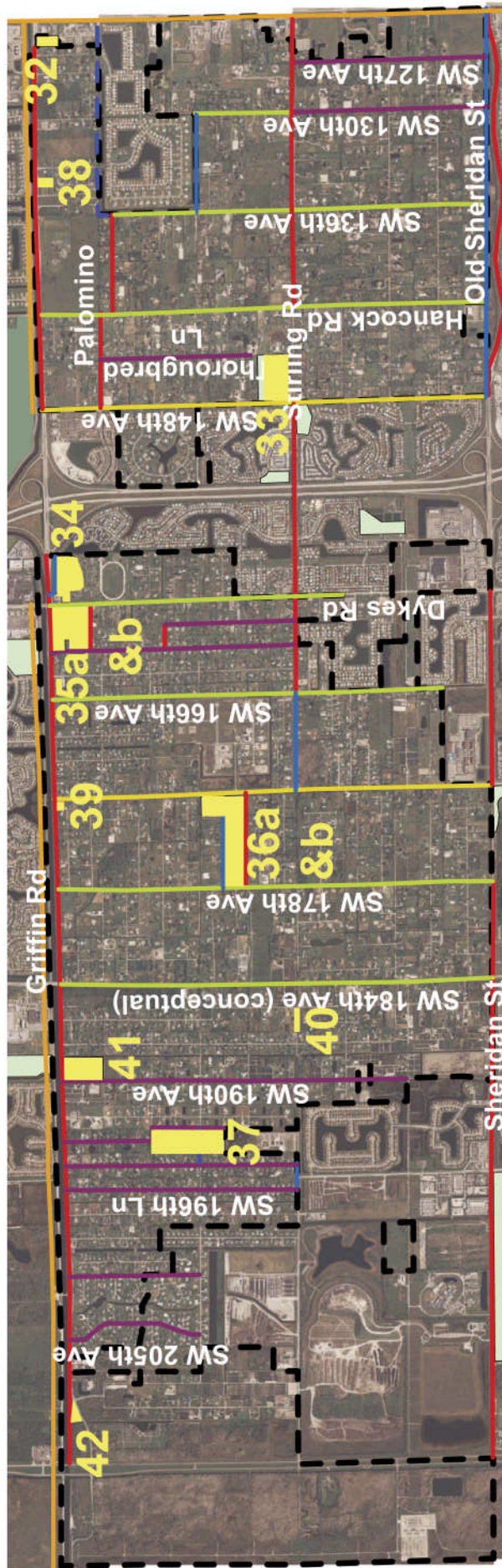
9891 S.W. 196TH AVENUE, SUITE 302
Pembroke Pines, Florida • 33332
(954) 680-7771 • Fax: (954) 680-7781

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DATE DRAWN		OF
9-06-07		1/1
		BY





Southwest Ranches Town Hall
13400 Griffin Road
Southwest Ranches, FL 33330



■ = Color denotes Town Park or Property

- Zone 32. Trailside Park: 12498 Griffin Road
- Zone 33. Sunshine Ranches Equestrian Park: 5840 SW 148 Avenue
- Zone 34. Calusa Corners Park: SE Corner Hawke's Bluff Avenue (Griffin Road) at SW 160 Avenue (Dykes Road)
- Zone 35.a. Southwest Meadows Sanctuary Park: SW Corner Griffin Road at SW 160 Avenue (Dykes Road)
- Zone 35.b. Southwest Meadows Sanctuary Park: (interior of property above)
- Zone 36.a. Rolling Oaks Park: 17630 SW 56 Street
- Zone 36.b. Rolling Oaks Park: (interior of property above)
- Zone 37. Frontier Trails Park: SW 193rd Lane at SW 51 Manor
- Zone 38. Town Hall: 13400 Griffin Road
- Zone 39. Public Safety Facility: 17220 Griffin Road
- Zone 40. Stirling Rd. at SW 185 Way "Pocket Park"
- Zone 41. Country Estates Park: 18900 Griffin Road
- Zone 42. Broadwing Building: 20951 Griffin Road





 Depicts Park

NO.	DATE	REVISIONS	DES.	OWN.	NO.	DATE	REVISIONS	DES.	OWN.	NO.	DATE	REVISIONS	DES.	OWN.

TRAILSIDE PARK
TOWNWIDE LANDSCAPE
MAINTENANCE PROJECT

12498 Griffin Road
South West Ranches, FL 33330

TOWN OF SOUTHWEST RANCHES

APPROVED BY: _____

DATE: _____

**R.J. Behar & Company, Inc.**
Engineers • Planners
9891 S.W. 196TH AVENUE, SUITE 302
Pembroke Pines, Florida 33332
(954) 680-7771 • Fax: (954) 680-7781

DL	MU	JR
DES.	OWN.	CHK.

04040

REVISIONS

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DATE	DATE
9-06-07	1-1-10

REGULAR MEETING MINUTES OF THE TOWN COUNCIL
Southwest Ranches, Florida

Thursday 7:00 PM

April 9, 2020

13400 Griffin Road

Present:

Mayor Doug McKay

Andrew Berns, Town Administrator

Vice Mayor Denise Schroeder

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Delsa Amundson

Martin D. Sherwood, Town Financial Administrator

Council Member Bob Hartmann

Keith Poliakoff, Town Attorney

Council Member Gary Jablonski

Regular Meeting of the Town Council of Southwest Ranches was held virtually via the ZOOM Platform. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:01 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance.

3. Quasi-Judicial Hearing – Asad Waiver of Plat

A RESOLUTION AND FINAL ORDER OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING WAIVER OF PLAT APPLICATION NO. WP-24-20 TO SUBDIVIDE APPROXIMATELY 23.76 ACRES OF PROPERTY INTO TWO LOTS; GENERALLY LOCATED AT THE NORTHEAST CORNER OF STIRLING ROAD AT ITS INTERSECTION WITH SW 136TH AVENUE (HOLATEE ROAD), AND DESCRIBED AS THE WEST HALF OF TRACTS 43 AND 44 LESS THE WEST 40 FEET FOR RIGHT-OF-WAY, TOGETHER WITH THE WEST HALF OF THE EAST HALF, AND THE WEST HALF OF THE EAST HALF OF THE EAST HALF OF TRACTS 41, 42, 43 AND 44 LESS AND EXCEPT THE SOUTH 40 FEET THEREOF FOR RIGHT-OF-WAY, OF THE SUBDIVISION OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT OF "FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO.1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LAND SITUATED IN THE TOWN OF SOUTHWEST RANCHES, BROWARD COUNTY, FLORIDA; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO PROPERLY EFFECTUATE THE INTENT OF THIS RESOLUTION; PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Assistant Town Administrator/Town Clerk Muñiz swore in the witnesses.

The following motion was made by Vice Mayor Schroeder, seconded by Council Member Amundson and passed by a 5-0 roll call vote. The vote was as follows: Council Members Amundson, Hartmann, Jablonski, Vice Mayor Schroeder and Mayor McKay voting Yes.

MOTION: TO APPROVE THE RESOLUTION WITH THE FOLLOWING CONDITIONS ADDED: ALL PORTIONS OF THE PROPERTY ARE TO BE FOR FAMILY USE ONLY, NO COMMERCIAL USE, NO BOARDING OF HORSES NOT BELONGING TO THE PROPERTY OWNER, NO RENTING OF STALLS AND NO GROOM'S QUARTERS ON THE PROPERTY. THE HOLATEE TRAIL ACCESS WILL BE A LIMITED ACCESS USE ONLY. THE GENERAL LOCATION OF THE HOMES WILL BE BUILT IN ACCORDANCE TO THE SITE PLAN

PRESENTED AT THE APRIL 9, 2020 MEETING. FINALLY, AT THE TIME OF PLATTING A TRAFFIC STUDY WILL BE CONDUCTED.

4. Public Comment

The following members of the public addressed the Town Council: Anna Koldys, David Kuczenski, George Cailis, and Jim Laskey.

5. Board Reports

Steve Breitkreuz gave an update on the Fire Assessment Board Meeting. He stated they were able to get through a significant portion, but they still may need another meeting or two. He said they made progress and they are headed in the right direction.

6. Council Member Comments

Council Member Jablonski spoke on the incorrect discarding of the disposable gloves. He advised on the wearing of masks and social distancing. He gave suggestions on wearing a mask that alleviates ear pressure. He spoke about Madison Sullivan and her service to the community. She baked cookies, she made masks and recruited some residents to help. The residents have really come together to make packages for Southwest Ranches and neighboring cities. Council Member Jablonski thanked Council Member Hartmann for all the informative social media postings. He wished everyone a safe Easter and Passover. He also provided a State of Florida website, www.floridahealthcovid19.gov, that offers a lot of COVID-19 resources and can search County by County and Zip Code. He also spoke about the Census and where Southwest Ranches is regarding the surrounding cities. Lastly, he praised Martin Sherwood, Town Financial Administrator and his team for the great job they did with the Comprehensive Annual Financial Report (CAFR). He reported the Town has a certified surplus of \$1.07 million dollars due to the efforts of the Administration which he thanked.

Mayor McKay thanked everyone for minding their P's and Q's, staying home and being cautious, smart and wise when going out in public.

Vice Mayor Schroeder explained why she missed the March 12, 2020 meeting. She hoped everyone is doing what they are supposed to in regard to public health and safety and she recognized Town Administrator Berns, Assistant Town Administrator/Town Clerk Muñiz and everyone at Town Hall for doing an incredible job and she is proud to be a part of the team. She also addressed a subject raised by a previous public speaker regarding calling fellow residents to check on them and make sure they are doing alright, especially the older ones. Sometimes just a phone call can make someone's day a little better. Her goal is to stay isolated for as long as she can to stay safe and well. She advised the residents not to hesitate to call Town Hall for anything they may need. She also mentioned the proper way to dispose of the rubber gloves.

Council Member Hartmann spoke on the upcoming peak of the COVID-19 virus and how impressed he is the citizens are taking the virus seriously. He shared some data via slides that shows the time frame of the peak due in the United States. He stated that Florida hit their peak earlier than

expected and he is proud of the community and surrounding cities for helping to flatten the curve. He thanked all the neighbors for also doing their part in keeping the virus at bay. Council Member Hartmann also wanted to speak about Madison Sullivan, but jokingly mentioned Council Member Jablonski stole his thunder, but he did mention that Madison is doing an amazing job in what she is accomplishing with the masks and provided her mother's contact information, Kathy Sullivan, ksullivan18@gmail.com. He mentioned Anna Koldys and her program of reaching out to the senior residents to make sure they are doing well. Council Member Hartmann provided the phone number, 954-546-2599 and Louis Gregory's Facebook page also as a resource in case someone needed it. Another group, Southwest Ranches and Nearby, Diane Haas and some of her friends, are working to get food to the first responders in the area. They are looking for suggestions, ideas and donations. Lastly Council Member Hartmann pleaded with any resident that isn't following the state mandated guidelines to please do so. He closed his time by saying, "Please stay inside, stay safe and be well".

Council Member Amundson wished everybody well and thanked the Town staff also.

7. Legal Comments

Town Attorney Poliakoff wished everyone a Happy Passover and Happy Easter.

8. Administrator Comments

Town Administrator Berns confirmed a previous comment there weren't any reported COVID-19 cases in Southwest Ranches. He checked the status every day and to give an idea of what was going on in the surrounding communities, he provided the reported numbers for Davie, Weston, Pembroke Pines and Cooper City. He urged the residents to continue to follow CDC guidelines and protocols to continue to protect themselves.

Town Administrator Berns took a moment to thank the Town Council for their support during this trying time. He also thanked the staff. Even though most of the staff are working from home, the services have not diminished other than the community cannot walk into Town Hall. He then thanked Assistant Town Administrator/Town Clerk Muñiz and Emergency Services Manager Sandy Luongo for all they have done during this time.

Resolutions

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, CONSENTING TO THE CITY OF COOPER CITY PROVIDING WATER SERVICES TO 12851 STIRLING ROAD, A SINGLE FAMILY HOME LYING WITHIN THE TOWN OF SOUTHWEST RANCHES, FLORIDA; PROVIDING THAT NO FURTHER EXPANSION OF SERVICE SHALL BE PERMITTED WITHOUT THE EXPLICIT WRITTEN CONSENT OF THE TOWN; PROVIDING THAT CONNECTIVITY SHALL NOT OCCUR UNTIL AND UNLESS BROWARD COUNTY ADOPTS A NEW WATER AND SEWER CONNECTIVITY REGULATION THAT EXEMPTS FROM MANDATORY CONNECTION HOMES CURRENTLY LOCATED IN THE RURAL ESTATES AND RURAL RANCHES LAND USE CATEGORIES; PROVIDING FOR A CERTIFIED COPY OF THIS RESOLUTION TO BE FURNISHED TO THE CITY OF COOPER CITY; AND PROVIDING AND EFFECTIVE DATE.

The following motion was made by Council Member Jablonski and seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Amundson, Hartmann, Jablonski, Vice Mayor Schroeder and Mayor McKay voting yes.

MOTION: TO APPROVE THE RESOLUTION.

10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH HG CONSTRUCTION DEVELOPMENT AND INVESTMENT INC. IN THE AMOUNT OF ONE HUNDRED SEVENTY-NINE THOUSAND SEVEN HUNDRED NINE DOLLARS AND SEVENTY-SIX CENTS (\$179,709.76) FOR CONSTRUCTION OF THE HURRICANE LOSS MITIGATION PROGRAM GRANT FUNDED GREEN MEADOWS DRAINAGE MITIGATION IMPROVEMENT PROJECT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski and seconded by Vice Mayor Schroeder and passed by a 5-0 roll call vote. The vote was as follows: Council Members Amundson, Hartmann, Jablonski, Vice Mayor Schroeder and Mayor McKay voting yes.

MOTION: TO APPROVE THE RESOLUTION.

11. Approval of Minutes

- a. November 14, 2019 Special Meeting
- b. December 5, 2019 Ethics Training Meeting
- c. March 12, 2020 Regular Meeting

The following motion was made by Council Member Jablonski and seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Amundson, Hartmann, Jablonski, Vice Mayor Schroeder and Mayor McKay voting yes.

MOTION: TO APPROVE THE MINUTES INCLUDING THE CORRECTION TO 11a.

12. Adjournment – Meeting was adjourned at 9:12 PM.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this day of

Doug McKay, 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

April 23, 2020

13400 Griffin Road

Present:

Mayor Doug McKay

Andrew Berns, Town Administrator

Vice Mayor Denise Schroeder

Russell Muñiz, Assistant Town Administrator/Town Clerk

Council Member Delsa Amundson

Martin D. Sherwood, Town Financial Administrator

Council Member Bob Hartmann

Keith Poliakoff, Town Attorney

Council Member Gary Jablonski

Regular Meeting of the Town Council of Southwest Ranches was held virtually via the ZOOM Platform. The meeting, having been properly noticed, was called to order by Mayor McKay at 7:04 PM. Attendance was noted by roll call and was followed by the Pledge of Allegiance

3. Public Comment

The following members of the public addressed the Town Council: David Kuczenski and Anna Koldys.

4. Board Reports

Debbie Green of the Schools and Education Advisory Board addressed the Council to remind everyone to submit their applications pertaining to the Town Scholarship. She also mentioned if any students still need volunteer hours to contact Deputy Town Clerk Debra Ruesga at Town Hall and she will contact the Board to help the students find projects to fulfill the volunteer hour requirement.

5. Council Member Comments

Council Member Hartmann thanked the public for attending the Virtual Town Council Meetings. He also advised the public where they can access all the updated information about COVID-19 which is located on the homepage at www.southwestranches.org as well as posting on its Facebook and Twitter pages. Lastly, he spoke on the \$1 Million surplus and he is worried about the Town's fiscal future. He would like to see that surplus kept in reserves and he suggested to Town Administrator Andy Berns to please consider his request.

Council Member Jablonski agreed with Council Member Hartmann regarding the Town's fiscal future. He is worried about the next 18 months as COVID-19 has completely changed future revenues. Going forward he would like the Town to cut back on spending and purchase only what is necessary. Lastly, he wished for everybody to be safe.

Vice Mayor Schroeder agreed as well to tighten up the Town's spending. She stated she can't wait to come back, but her concern is for the residents to please stay safe, stay in, don't travel if they don't have to.

Council Member Amundson stated as well; the Town's spending should be on "needs not wants". She also wished the residents to stay safe.

Mayor McKay agreed with the Council on the Town's spending; however, he mentioned the Town is extremely frugal anyway and commended Town Financial Administrator Sherwood on the job he does keeping the Town in good financial health. He also mentioned all the phone calls he is receiving about the gate on 190th at Griffin 345. The gate is being worked on, the software is being updated along with the remotes and keypads.

6. Legal Comments

Town Attorney Poliakoff spoke on the electronic medium regulation which allows Council Meetings to be conducted virtually. He stated unless the Governor extends the electronic meeting regulation, the next meeting will be at Town Hall as a matter of law; however, we are waiting to see if he extends his order to allow the municipalities to operate by electronic medium and advised the Town to keep the residents informed.

7. Administrative Comments

Town Administrator Berns recognized the times right now are very tough and are only going to get tougher. The Town and its employees are working together to keep the high standard of service to its residents as best they can, but at the same time, he recognized that we have all been impacted some way by the virus. As a result, the Town Staff has been directed to eliminate all non-essential spending for the current fiscal year, as well as keeping in mind next fiscal year's budget. Town Administrator Berns spoke to the fact that even though the Advisory Boards are not meeting during this time, the Town still needs to move forward with the Fire Assessment Methodology. He, along with the Assistant Town Administrator/City Clerk and the Town Financial Administrator worked with the consultant and have devised a survey that was sent out to the Fire Assessment Board Members. This allowed the Board members to be heard and provide their input. The Town is collecting the input which will be disseminated and shared with the Town Council.

Resolutions

8. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE SUBMISSION OF THE TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION (TSDOR) PROJECT TO BROWARD COUNTY AS A MUNICIPAL REHABILITATION AND MAINTENANCE SURTAX PROJECT TO BE CONSIDERED FOR CYCLE ONE FUNDING; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS DEEMED NECESSARY TO HELP EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski and seconded by Council Member Hartmann and passed by a 5-0 roll call vote. The vote was as follows: Council Members Amundson, Hartmann, Jablonski, Vice Mayor Schroeder and Mayor McKay voting yes.

MOTION: TO REMOVE THE RESOLUTION FROM THE APRIL 23, 2020 AGENDA.

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE 2020 AMENDMENTS TO THE TWO (2) INTERLOCAL AGREEMENTS WITH BROWARD COUNTY PROVIDING FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE BROWARD COUNTY FIFTH-CENT LOCAL OPTION GAS TAX AND THE ADDITIONAL THIRD-CENT LOCAL OPTION GAS TAX; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENTS; AND PROVIDING AN EFFECTIVE DATE.

The following motion was made by Council Member Jablonski and seconded by Vice Mayor Schroeder and passed by a 5-0 roll call vote. The vote was as follows: Council Members Amundson, Hartmann, Jablonski, Vice Mayor Schroeder and Mayor McKay voting yes.

MOTION: TO APPROVE THE RESOLUTION.

10. Adjournment – Meeting was adjourned at 7:35 PM.

Respectfully submitted:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Adopted by the Town Council on this day of

Doug McKay, 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.