



Southwest Ranches Town Council

REGULAR MEETING Agenda of January 27, 2022

Southwest Ranches Council Chambers
7:00 PM Thursday

13400 Griffin Road
Southwest Ranches, FL 33330

<u>Mayor</u> Steve Breitkreuz	<u>Town Council</u> Jim Allbritton Bob Hartmann David Kuczenski	<u>Town Administrator</u> Andrew D. Berns, MPA <u>Town Financial Administrator</u> Martin Sherwood, CPA CGFO	<u>Town Attorney</u> Keith M. Poliakoff, J.D. <u>Assistant Town Administrator/Town Clerk</u> Russell C. Muniz, MPA
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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. Proclamation for Mayor's Monarch Pledge Day**
- 4. 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.
- 5. Board Reports**
- 6. Council Member Comments**
- 7. Legal Comments**
- 8. Administration Comments**

Ordinance - 1st Reading

- 9. AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING ALL SECTIONS OF THE TOWN OF SOUTHWEST RANCHES' PROCUREMENT CODE, CODIFIED IN THE TOWN'S CODE OF ORDINANCES, INCLUDING TO MODIFY THE PURCHASING THRESHOLDS; BRINGING THE PROCUREMENT CODE INTO CONFORMITY WITH RECENTLY ENACTED 2 CFR 200 FEDERAL REGULATIONS, STATE STATUTES AND BROWARD COUNTY CODE; TO PROVIDE AUTHORIZATION FOR THE USE OF ELECTRONIC TRANSMISSIONS; PROVIDING FOR CONFLICTS;**

PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN'S CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE. {Second Reading to be held February 10, 2022}

Resolutions

- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00) TO ADVANCED KIOSK FOR A SELF-SERVICE LOBBY KIOSK; APPROVING A FY 2021-2022 BUDGET ADJUSTMENT FROM THE GENERAL FUND; 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 A PURCHASE ORDER PIGGYBACKING OFF OF THE CITY OF FORT LAUDERDALE'S AGREEMENT WITH E-SCIENCES INCORPORATED FOR ENVIRONMENTAL PERMITTING SERVICES IN THE AMOUNT OF TWENTY THOUSAND TWO HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$20,280.00) FOR THE TOWN'S ANNUAL REPORT REQUIRED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NUMBER FLS000016-004; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.**
- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE ADVANCEMENT OF THE GREEN MEADOWS DRAINAGE PROJECT (SWRA-022) FOR BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM 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.**
- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH NEWGEN STRATEGIES AND SOLUTIONS LLC IN AN AMOUNT NOT TO EXCEED OF FORTY-NINE THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS AND ZERO CENTS (\$49,680.00) FOR DRAFTING OF THE SOLID WASTE REQUEST FOR PROPOSAL SPECIFICATIONS INCLUDING RECYCLING, COLLECTION, PROCESSING AND DISPOSAL SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**
- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH BACALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT, LLC (BC&E) IN THE AMOUNT OF FIVE HUNDRED**

SEVENTY-SEVEN THOUSAND THREE HUNDRED NINETY-THREE DOLLARS AND FORTY-TWO CENTS (\$577,393.42) TO COMPLETE THE HANCOCK ROAD GUARDRAIL IMPROVEMENTS, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; APROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021-2022 ADOPTED BUDGET; AND PROVIDING AN EFFECTIVE DATE.

15. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH BROWARD COUNTY AND OTHER PARTICIPATING MUNICIPALITIES REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN, AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE; AUTHORIZING THE EXPENDISTURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
16. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CHANGE ORDER TO THE AGREEMENT WITH WEEKLEY ASPHALT PAVING, INC. IN THE AMOUNT OF SEVENTY-TWO THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS AND ZERO CENTS (\$72,954.00) TO COMPLETE THE BROWARD COUNTY SURTAX FUNDED TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION OF SW 128TH AVENUE, SW 130TH AVENUE (MELALEUCA ROAD), SW 133RD AVENUE, SW 135TH AVENUE (LUPO LANE), AND SW 136TH AVENUE (HOLATEE TRAIL) (BC-SWRANCHES-FY2020-00003); AUTHORIZING THE TOWN ADMINISTRATOR TO AMEND THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

Discussion

17. Annual Review of Charter Officials {Tabled from December 16, 2021}

18. 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
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: December Lauretano-Haines, PROS Manager
DATE: 1/27/2022
SUBJECT: Proclamation for Mayor's Monarch Pledge Day

Recommendation

This proclamation is offered to encourage citizens to participate in community activities that support and celebrate monarch butterfly habitat conservation

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

E. Cultivate a Vibrant Community

Background

Proclamation recognizing the importance of Monarch butterfly habitat and establishing the Mayor's Monarch Pledge Day annually in Southwest Ranches

The monarch butterfly is an iconic North American species whose populations have seen significant declines with less than one percent of the western monarch population remaining, while the eastern population has fallen by as much as ninety percent.

Southwest Ranches recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife.

Every resident can make a difference, so the Town has committed to participating in habitat

conservation efforts to raise awareness, educate the public and engage the community in conservation efforts.

Fiscal Impact/Analysis

None

Staff Contact:

December Lauretano-Haines

ATTACHMENTS:

Description	Upload Date	Type
Proclamation	12/10/2021	Presentation

WHEREAS The monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and

WHEREAS both the western and eastern monarch populations have seen significant declines with less than one percent of the western monarch population remaining, while the eastern population has fallen by as much as ninety percent; and

WHEREAS Southwest Ranches recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife; and

WHEREAS Cities, towns and counties have a critical role to play to help save the monarch butterfly, and Southwest Ranches is striving to become a leader; and

WHEREAS On April 2, 2021, Mayor Steve Breitkreuz signed the National Wildlife Federation's Mayors' Monarch Pledge and have committed to taking meaningful action to protect the monarch butterfly; and

WHEREAS Every resident of Southwest Ranches can make a difference for the monarch by planting and encouraging the growth of native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship; and

WHEREAS, Southwest Ranches has committed to participating in habitat conservation efforts, providing habitat for monarchs as they make their annual journeys, raising awareness about the need for monarch butterfly habitat, educating the public and building awareness by engaging the community, maintaining our Community Wildlife Habitat certification; and

NOW, THEREFORE, BE IT PROCLAIMED BY the Town Council of the Town of Southwest Ranches that annually, the fourth Thursday in January shall be recognized as Mayors' Monarch Pledge Day in the Town of Southwest Ranches. Further the Council urges all citizens to participate in community activities that support and celebrate monarch conservation.

Dated this ____th day of _____, 2022

Mayor Steve Breitkreuz

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13400 Griffin Road
Southwest Ranches, FL 33330-2628

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Martin D. Sherwood, Town Financial Administrator & Venessa Redman, Sr.
Procurement & Budget Officer
DATE: 1/27/2022
SUBJECT: Townwide Purchasing Manual and Townwide Authorization for the Use of
Electronic Transmissions

Recommendation

It is recommended that the Town Council adopt the attached Ordinance resulting in the establishment of comprehensive Townwide Purchasing Manual policy and procedures included as Exhibit A as well as a Townwide Authorization for the Use of Electronic Transmissions.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

The purpose of this Purchasing Manual ("Manual") is to establish specific directions and guidelines for all employees and agents of the Town of Southwest Ranches ("Town") to use in purchasing of all goods and services. All requests for goods and/or services, and all purchases shall be for a public purpose and in accordance with this policy unless otherwise exempt under this policy. This Manual provides the policies and procedures that frame the purchasing of all contractual services and commodities starting with the purchasing policy and

proceeding through writing the contract document or purchase order and will further be referred to herein as the "Procurement or Purchasing Code" or "Code". The scope of this introduction is limited to outlining the organization of the operating procedures along with a brief overview of the content of each section. In addition to the procedures set forth in this Manual which shall become codified, the Town shall also adhere to the requirements of Florida Statutes and Federal regulations, to the extent when applicable to the Town.

The Town is committed to a system that provides quality, integrity, and competition in a sound and professional manner. Procurement guidelines allow for the necessary commodities and services to be purchased at the lowest possible cost, consistent with the quality needed to meet the requirements of a government.

In accordance with section 9.03 of the Town's charter, the June 6, 2000, version of the Broward County Procurement code had served as the Town's Procurement Code since the Town's incorporation. Subsequently, the Town adopted Ordinance No. 2011-015 on September 22, 2011, as its initial Procurement Code and further revised its Procurement Code with Ordinance 2012-08 on July 12, 2012. In the future, all requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this new Procurement Code once adopted. This new 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. Additionally, this new code allows the Town to continue its commitment of a system that provides quality, integrity, and competition in a sound and 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.

Commencing in 2017 (FY 2018) and then lastly through late 2021 the manual, with sample exhibits and flowcharts, was developed and prepared by the Finance & Budget Department. It also was revised to incorporate new and required Federal and State pronouncements, including 2 CFR 200 regulations. Subsequently, it has been reviewed and vetted by Staff, appointed by the Town Administrator consisting of Russell Muniz, Assistant Town Administrator/Town Clerk; Rod Ley, Public Works Director/Town Engineer; Emily Aceti, Community Services Manager; December Lauretano-Hanes, Parks, Recreation & Open Space Manager; and Sandy Luongo, General Services Manager. The Town Legal Department has also evaluated and reviewed for a thorough compliance.

Finally, the Town desires to memorialize the acceptance of all Townwide electronic forms of communication, documentation, and signature authorization whenever feasibly possible. This Ordinance satisfies this requirement for either internal or external derived sources.

Fiscal Impact/Analysis

There is no Fiscal or Budgetary impact.

Staff Contact:

Martin D. Sherwood, Town Financial Administrator

Venessa Redman, Senior Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
ORD 2022-005 Procure Code Revision & Electronic Trans Authorization-- TA Approved	1/20/2022	Ordinance
SWR Purchasing Manual-FINAL-012722 -RJD edits 1.13.22 2022-005 EXHIBIT A	1/20/2022	Resolution

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ORDINANCE NO. 2022-005

AN ORDINANCE OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, AMENDING ALL SECTIONS OF THE TOWN OF SOUTHWEST RANCHES' PROCUREMENT CODE, CODIFIED IN THE TOWN'S CODE OF ORDINANCES, INCLUDING TO MODIFY THE PURCHASING THRESHOLDS; BRINGING THE PROCUREMENT CODE INTO CONFORMITY WITH RECENTLY ENACTED 2 CFR 200 FEDERAL REGULATIONS, STATE STATUTES AND BROWARD COUNTY CODE; TO PROVIDE AUTHORIZATION FOR THE USE OF ELECTRONIC TRANSMISSIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN'S CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on September 22, 2011, pursuant to Ordinance No. 2011-15, the Town adopted a new Procurement Code; and

WHEREAS, on July 12, 2012, pursuant to Ordinance No. 2012-08, the Town amended the existing Procurement Code; and

WHEREAS, the Town desires to adopt a revised and updated procurement code to provide standards and procedures to comport with the size, administration and policy goals of the Town; and

WHEREAS, adoption of a revised procurement code is within the broad home rule powers granted to the Town by the Florida Constitution, Chapter 166, Florida Statutes, and applicable law; and

WHEREAS, adoption of a revised procurement code is within the broad home rule powers granted to the Town by the Florida Constitution, Chapter 166, Florida Statutes, and applicable law; and

WHEREAS, the Town desires to adopt an electronic use authorization to facilitate its acceptance for all media types.

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

Section 1: SHORT TITLE

This Ordinance and the attached EXHIBIT A Purchasing Manual shall be known, and may be cited as the "Town of Southwest Ranches Procurement Code."

Section 2: PURPOSE

The purpose of this Procurement Code ("Code") is to establish specific directions and guidelines for employees and agents of the Town of Southwest Ranches ("Town") to use in purchasing commodities and services. All request 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 recently enacted 2 CFR 200 Federal Regulations, where applicable and Florida Statutes, to the extent applicable to the Town.

Section 3: AUTHORIZATION FOR THE USE OF ELECTRONIC TRANSMISSIONS

The use of electronic media, including acceptance of electronic signatures, is authorized consistent with State of Florida applicable statutory regulatory or other guidance for use of such media, so long as such guidance provides for:

Appropriate security to prevent unauthorized access to the bidding, approval, and award processes; and

Accurate retrieval or conversion of electronic forms of such information into a medium which permits inspection and copying.

Section 4: CONFLICTS

All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5: SEVERABILITY

If any portion of this Ordinance is determined by any Court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Ordinance. If any Court determines that this Ordinance, or any portion hereof, cannot be legally applied to any individual(s), group(s), entities(ies), property(ies), or circumstance(s), such determination shall not

affect the applicability hereof to any other individual, group, entity, property or circumstance.

Section 6: INCLUSION IN CODE

It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Town of Southwest Ranches Code of Ordinances; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 7: EFFECTIVE DATE_

This Ordinance shall be effective immediately upon its adoption.

PASSED ON FIRST READING this ____ day of _____, 2022 on a motion made by _____ and seconded by _____.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2022 on a motion made by _____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, J.D., Town Attorney
1001.901.02



Purchasing Manual

Pursuant to Ordinance 2022-005
Passed First Reading January __, 2022
Adopted Second Reading February __, 2022

Pursuant to Ordinance 2022-005

TABLE OF CONTENTS

Section 1.0 – OVERVIEW & BACKGROUND	1
Section 2.0 – GENERAL GUIDELINES.....	2
Section 3.0 – PURCHASING AUTHORIZATION	3
Section 4.0 – DEPARTMENT RESPONSIBILITY	4
Section 5.0 – CONTRACT ADMINISTRATION	5
Section 6.0 – CHANGE ORDERS	7
Section 7.0 – COMPETITIVE BIDDING AND OTHER PROCUREMENT METHODS....	7
Section 8.0 – COMPETITIVE BID PROCEDURE	9
Section 9.0 – RECEIPT AND CONTROL OF BIDS AND PROPOSALS	13
Section 10.0 – BID SECURITY AND PERFORMANCE BONDS.....	15
Section 11.0 – CANCELLATION AND REJECTION OF BIDS AND PROPOSALS	16
Section 12.0 – EVALUATION AND SELECTION.....	17
Section 13.0 – BID PROTESTS.....	19
Section 14.0 – AWARD OF CONTRACT.....	21
Section 15.0 – TYPES OF PURCHASES AND EXEMPTIONS	22
Section 16.0 – PUBLIC LANDS & PROPERTY – PUBLIC CONSTRUCTION.....	28
Section 17.0 – MINORITY, DISADVANTAGED AND VETERAN BUSINESS PARTICIPATION.....	29
Section 18.0 – RECEIVING OF GOODS AND SUPPLIES.....	30
Section 19.0 – PAYMENT AND SALES TAX.....	31
Section 20.0 – FIXED ASSETS INVENTORY	31
Section 21.0 – PUBLIC ENTITY CRIMES	32
Section 22.0 – CODE OF ETHICS AND CONDUCT.....	33
Section 23.0 – CONFLICT OF INTEREST.....	33
Section 24.0 – DEBARMENT.....	34
Section 25.0 – RISK MANAGEMENT.....	35
Section 26.0 – RISK MANAGEMENT COMPLIANCE:.....	36
Section 27.0 – BRAND NAME OR EQUAL SPECIFICATIONS	37
Section 28.0 – BRAND NAME SPECIFICATIONS	38
Section 29.0 – LEASE AND INSTALLMENT PURCHASE OF ASSETS	38
Section 30.0 – OUTSOURCING	39
Section 31.0 – CONTINGENCY FEES PROHIBITED.....	39
Section 32.0 – CONFLICTS	39

Section 33.0 – SEVERABILITY	39
Section 34.0 – CODIFICATION	39
Section 35.0 – EFFECTIVE DATE.....	39
Section 36.0 – FEDERALLY FUNDED PROCUREMENTS	39
Section 37.0 – FLOWCHARTS.....	45
GLOSSARY 50	
When to use Exhibits?	57
EXHIBIT 1: PURCHASE ORDER FORM.....	58
EXHIBIT 2: CHECK REQUEST FORM.....	61
EXHIBIT 3: CONTRACT RENEWAL ELECTION.....	62
EXHIBIT 4: INDEPENDENT COST ESTIMATE (If Required for Federally Funded Procurements, unless specifically exempted.)	63
EXHIBIT 5: PIGGYBACKING (AKA Cooperative Agreement) CHECKLIST, (If Required for Federally Funded Procurements, unless specifically exempted.).....	64
EXHIBIT 6: SOLE SOURCE OR SINGLE SOURCE PURCHASE FORM	65
EXHIBIT 7: PRICE ANALYSIS (If Required for Federally Funded Procurements, unless specifically exempted.)	66
EXHIBIT 8: COST ANALYSIS FORM (If Required for Federally Funded Procurements, unless specifically exempted.)	67
EXHIBIT 9: PROCUREMENT SUMMARY (If Required for Federally Funded Procurements)	70
EXHIBIT 10 APPLICABILITY OF THIRD-PARTY CONTRACT PROVISIONS (If Required for Federally Funded Procurements, unless specifically exempted.).....	71
EXHIBIT 11: FEDERALLY REQUIRED CONTRACT CLAUSES (If required for Federally Funded Procurements, unless specifically exempted.)	73
EXHIBIT 12: PROCUREMENT HISTORY FILE CHECKLIST	74
EXHIBIT 13: VERBAL QUOTE FORM	75
EXHIBIT 14: CONTRACT DEBRIEF FORM.....	76
EXHIBIT 15: 2 CFR pt. 200 CHECKLIST (Example if Required for Federally Funded Procurements, unless specifically exempted.)	77
EXHIBIT 16: PURCHASE REQUISITION.....	88
EXHIBIT 17: EMERGENCY/ EXIGENT PURCHASE.....	92
EXHIBIT 18: E-VERIFY	96
EXHIBIT 19: CONE OF SILENCE	97
EXHIBIT 20: RFQ QUOTE FORM.....	98
EXHIBIT 21: CONFLICT OF INTEREST FORM.....	103

Section 1.0 – OVERVIEW & BACKGROUND

The purpose of this Purchasing Manual (“Manual”) is to establish specific directions and guidelines for employees and agents of the Town of Southwest Ranches (“Town”) to use in purchasing goods and services. All requests for goods and/or services, and all purchases shall be for a public purpose and in accordance with this policy unless otherwise exempt under this policy. This Manual provides the policies and procedures that frame the purchasing of contractual services and commodities starting with the purchasing policy and proceeding through writing the contract document or purchase order. The scope of this introduction is limited to outlining the organization of the operating procedures along with a brief overview of the content of each section. In addition to the procedures set forth in this Manual, the Town shall also adhere to the requirements of Florida Statutes and Federal regulations, to the extent applicable to the Town.

The Town is committed to a system that provides quality, integrity, and competition in a sound and professional manner. Procurement guidelines allow for the necessary commodities and services to be purchased at the lowest possible cost, consistent with the quality needed to meet the requirements of a government.

In accordance with section 9.03 of the Town’s charter, the June 6, 2000, version of the Broward County Procurement code had served as the Town’s Procurement Code since the Town’s incorporation. Subsequently, the Town adopted Ordinance No. 2011-015 on September 22, 2011, as its initial Procurement Code and further revised its Procurement Code with Ordinance 2012-08 on July 12, 2012. In the future, all requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this new Procurement Code once adopted. This new 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. Additionally, this new code allows the Town to continue its commitment of a system that provides quality, integrity, and competition in a sound and 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. Procurement continues to be a dynamic process that is continually evolving and that requires revision of procurement methods as experience and requirements change

Commencing in 2017 (FY 2018) and then lastly through late 2021 this manual, with sample exhibits and flowcharts, was developed and prepared by the Finance & Budget Department. It also was revised to incorporate new and required Federal and State pronouncements, including 2 CFR 200 regulations. Subsequently, it has been reviewed and vetted by Staff, appointed by the Town Administrator consisting of Russell Muniz, Assistant Town Administrator/Town Clerk; Rod Ley, Public Works Director/Town Engineer; Emily Aceti, Community Services Manager; December Lauretano-Haines, Parks, Recreation & Open Space Manager; and Sandy Luongo, General Services Manager. The Town Legal Department has also evaluated and reviewed for a thorough compliance.

Section 2.0 – GENERAL GUIDELINES

- 2.1 All contracts and all purchases will be authorized through and by the Town Administrator or designee. All duly authorized contracts shall be executed by the Mayor or Designee, and the Town Attorney as to form, in accordance with the Town's Charter.
- 2.2 It is unlawful for a Town officer or employee to order the purchase of any materials, supplies, equipment, or contractual services, or make any contract other than through the Town Administrator or designee. Any purchase order or contract made contrary to the provisions hereof shall be deemed an unauthorized purchase and deemed null and void.
- 2.3 The policies and procedures in this manual do not preempt the procedures used for the Town's Accounting.
- 2.4 Except as provided in the Code, purchases in excess of Level 3 require Town Council approval and shall be made utilizing an advertised sealed bid, proposal or qualifications process.
- 2.5 No contract, purchase, field purchase orders, or group of requisitions shall be subdivided to avoid the bid solicitation or quotation process.
- 2.6 All correspondence with suppliers shall be through the Town Administrator or designee, except in special cases where technical details involved make it advisable to delegate authority to others. In such cases, the Town Administrator or designee must receive copies of all correspondence.
- 2.7 All contracts exceeding the Town Administrator's authorization level shall be reviewed and approved by the Department Director, Town Attorney, and Town Administrator prior to execution. Once executed, the original contract shall be retained by the Town Clerk's office.
- 2.8 Deviations from the policies and procedures prescribed herein shall not be made without prior approval of the Town Administrator.
- 2.9 A Town employee including its Council Members, officers, and employees shall comply with the standards of conduct for public officers, employees and agents in accordance with chapter 112, Florida Statutes to the extent applicable to the Town.
- 2.10 Additionally, to the extent not inconsistent with applicable law, the terms and conditions of any federal, state or local grant may be incorporated into the solicitation terms for the subject project.
- 2.11 Authorization for the use of electronic transmissions. The use of electronic media, including acceptance of electronic signatures, is authorized consistent with State of Florida applicable statutory regulatory or other guidance for use of such media, so long as such guidance provides for:
 - a. Appropriate security to prevent unauthorized access to the bidding, approval, and award processes; and
 - b. Accurate retrieval or conversion of electronic forms of such information into a medium which permits inspection and copying.

Section 3.0 – PURCHASING AUTHORIZATION

- 3.1 The acquisition of supplies, equipment, and services necessary for the daily operations of the Town shall be the ultimate responsibility of the Town Administrator. Individual departments are responsible for requesting supplies, equipment, and services as necessary for their departmental operations. The Town Administrator is responsible for administering this Code. The Town Administrator is authorized and responsible for establishing and administering Purchasing Policies and Procedures consistent with this Code. Such administrative policies shall also include guidelines and requirements for the use of purchasing cards and for claims vouchers or check requests.
- 3.2 The Town Council, having the power to acquire commodities and/or services as well as personal and real property, delegate that responsibility to the Town Administrator to the extent provided in the Code. Town Council approval is required for all purchases of goods and services, including all commodities, contractual services, and award of construction projects when the cost is in excess of Level 3, as defined below. Unless an exemption applies pursuant to the terms of state law or this Code, competitive procurement shall be conducted for purchases more than Level 3.
- 3.3 The Town Administrator may exempt a transaction(s) from the standard processes of this Code if the transaction presents an emergency or if otherwise exempt in accordance with state law or this Code. In the event of an emergency (as defined in section 15.2), the Town Administrator shall provide for competition to the extent practicable. The Town Administrator shall also have discretion to suspend or terminate any solicitation or pending procurement when deemed in the best interest of the Town.
- 3.4 Specific Approval Authority Levels

Authority to approve purchases shall be in accordance with the thresholds, applicable to both individual transactions and aggregate amounts spent with a single vendor for a specific commodity or service, as set forth in the Table A, below.

Table A: Approved Thresholds

Amount	Authority
LEVEL 1: Less than \$1,000	Department Head <i>No quotations are required.</i>
LEVEL 2: Equal to or greater than \$1,000 But less than \$2,500	Purchasing Card, when applicable, or Claim Voucher by Department Head and written approval by Town Administrator <i>2 written or verbal quotes to the extent practicable.</i>
LEVEL 3: Equal to or greater than \$2,500 But less than 25,000	Town Administrator <i>3 written quotes are required.</i>
LEVEL 4: Equal to or Greater than \$25,000	Town Council <i>Competitive Procurement</i>

- 3.5 In accordance with the Approved Thresholds, the Town Administrator has the following authority:
- a. Award contracts for the purchase of commodities and contractual services, which are exempt from the requirements of formal competitive procurement when the total cost does not exceed Level 3.
 - b. Renewal of all contracts at or below Level 3 for commodities and contractual services provided that the following criteria are all satisfied:
 1. The terms and conditions of the original contract expressly provide for the Town's right to renew the contract at the same prices as originally awarded by the Town Council or within price adjustment clause parameters as defined in the solicitation documents or agreement.
 2. The Town Administrator has performed a market survey and/or contract quality review to determine if renewal of the contract is in the best interest of the Town. For commodities and contractual services originally procured through the request for proposals or letter of interest processes, a market survey shall be performed only if the Town Administrator determines that, due to a significant change in the industry or profession providing the services, an evaluation of current market conditions would be effective.
 3. The Town Administrator has evaluated the performance of the contractor under the existing contract term and has determined in writing that such performance meets established criteria regarding service, responsiveness, and quality levels.
- 3.6 To sell, trade or otherwise dispose of surplus and obsolete personal property belonging to the Town either by sale, barter, or exchange, by sealed bid, public auction, trade in or any other means of disposal as may be appropriate and in the best interests of the Town. Disposal of surplus or obsolete personal property more than an aggregate value of \$1,000 or \$250 per item, per quarter, shall be made only after approval by the Town Council. (Also per, Resolution 2013-051)
- 3.7 Leases of real property must be authorized and approved by the Town Council. Any lease agreements for the use of Town Hall whether exclusive or non-exclusive, shall not exceed one (1) year.
- 3.8 The Town Administrator shall have no authority to purchase, lease or sell real property without prior Town Council authorization and approval.

Section 4.0 – DEPARTMENT RESPONSIBILITY

4.1 Purchasing

The Town Administrator or designee shall adhere to a high standard of ethics, and promote the Town's reputation for courtesy, transparency, fairness and impartiality. The responsibility for achieving this goal rests with each individual who participates in the purchasing process.

Staff involved with the purchasing process is responsible for administering purchasing policies and shall be charged with the responsibility of ensuring that all purchases are made legally and responsibly in compliance with this Manual and any adopted policies, as well as applicable federal, state, and local laws.

4.2 User Departments

User Departments shall allow ample time for the Town Administrator or designee to place the order and for the vendor to deliver; provide clear and accurate descriptions of goods and services to be purchased; provide technical specifications; not subdivide any purchase or contract solely to avoid competitive procurement/solicitation or approval requirements as prescribed in this Manual; and verify receipt of commodities or completion of services in accordance with initial purchase request.

4.3 Requestor

- a. Complete the Purchase Requisition form (Exhibit 16)
- b. Follow the Town's purchasing policies & procedures outlined in the Purchasing manual.
- c. Prepare clear and unrestrictive technical specifications when needed for products or services.

Send complete and proper specifications for bid solicitation, or proper documentation when exercising an option to "piggyback" or declaring Sole/Single/Emergency source procurement in lieu of performing our own competitive bid process.

Section 5.0 – CONTRACT ADMINISTRATION

5.1 A *contract* is the legal document that spells out the responsibilities of the supplier of commodities or services *and* the Town. Clarity is essential so that disputes can be avoided. Contract types vary according to form, and according to the distribution of risk and responsibility between the supplier/contractor and the Town. There are three major elements or stages of the purchasing process, each of which is equally important:

- a. *Planning and scheduling purchasing and purchasing activities to meet program and budgetary objectives:* Planning is necessary in order to consolidate purchases and achieve economies of scale. Scheduling takes advantage of market cycles by anticipating the best time to buy. Departments that budget effectively estimate their need for commodities and services in advance. From these estimates, a purchasing schedule can be created that takes into account and consolidates Department needs.
- b. *Source selection:* This is the process through which solicitations are issued, advertisements run, vendors selected, and commodities or services received. Staff in both user Departments and working with the Finance & Budget Department must work closely to define what is to be purchased. Together, they develop specifications and scopes of work reflecting the Department's knowledge of its needs in obtaining commodities or services and the Town Administrator or designee's knowledge of the market. The Town Administrator will determine the appropriate purchase method and type of contract, and the appropriate staff shall issue the solicitation and receive bids/offers in response to the competitive process or as otherwise provided in this Code. The appropriate staff shall obtain the executed contracts and the commodities/services shall be delivered in accordance with the solicitation.
- c. *Contract monitoring and administration:* Lead responsibility for contract administration primarily falls on Department personnel with advice and support from the Finance & Budget Department. All new contracts in excess of \$500,000 (cumulative throughout the term of the agreement and pursuant to an end date) will include a debrief meeting utilizing (Exhibit 14) which will include Procurement, Town legal staff, the responsible department, and Finance &

Budget staff. The Town's Procurement and Budget Officer will be charged with scheduling these occurrences which will be documented through the Contract Debrief Form (See Exhibit14).

5.2 CONTRACT ADMINISTRATION

This element ensures that the terms of the purchase order/agreement are enforced and that invoices comply with the terms of the purchase order or contract and are timely paid. Invoices are approved and submitted for payment through the Finance & Budget Department, and the quality of commodities and services are monitored and evaluated by the user Department. If the Department wishes to change the specifications or scope of services, it consults with the Town administrator or designee to negotiate a change order. If the Department is dissatisfied with its purchase, then the Department or designated employee forces corrective action by the vendor. When the contract is completed, the Department staff "closes out" the solicitation with the assistance of the Procurement and Budget Officer or designee if needed (for example, recovering equipment from the vendor, completing, and evaluating the purchase, making sure all bills are paid and the purchase file is complete, and forwarding suggestions for improvements to the Town Administrator or designee). The appropriate staff may notify the vendor of applicable suggestions and comments This is the final phase of the purchasing cycle and begins at the point a contract or Purchase Order is executed. The objective of contract administration (User Department and Town Administrator or designee) is to ensure that the vendor complies with the contract. Only then can the public be sure that it received what it paid for.

The common types of contract types are as follows:

- **Multi-Term Contracts** – A contract for commodities or services may be entered into for any specified period of time deemed to be in the best interests of the Town, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting.
- **Multiple Source Contracting** – A multiple source award is an award of an indefinite quantity contract for one or more similar supplies or services to more than one bidder or offeror. The Town shall not be held responsible for any invoice, change or claim of whatever charge or nature unless the purchase of goods or services is approved in accordance with Procurement Code.
- **Open-end Contracts** – The Town Administrator or designee shall issue open-end contracts as necessary and reasonable, based on competitive pricing. Except as otherwise required by state law, the estimated annual usage shall govern the proper authority for awards of these contracts.
- **Contract Terms** – Contracts shall contain such terms and conditions necessary to protect the interests of the Town, and as may be required by law, including, but not limited to, insurance, indemnification, liquidated damages, bonding and termination, with and without cause.

5.3 RENEWAL OF CONTRACT

Unless otherwise provided by law, a contract for commodities or services may be entered into for any period of time deemed to be in the best interest of the Town, provided the term of the contract and conditions for renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of the renewal. (See Exhibit 3 – Contract Renewal form)

5.4 EXTENSION OF CONTRACT

Extension of a non-chartered official contract shall be in writing for a period not to exceed a cumulative total of two (2) years and shall be subject to the same terms and conditions set forth in the initial contract.

5.5 TERMINATION OF CONTRACT

Generally, a contract can only be terminated under conditions specified within it. Contracts can be terminated for non-performance (default) if, after being notified, the vendor fails to comply with the terms of the contract. Contracts may also be terminated for convenience by the Town, to cover unforeseen circumstances, where commodities or services are no longer needed, as a result of budgetary constraints, or for any other reason(s) including defamation / slander deemed to be in the Town's best interest, and in its sole discretion.

Section 6.0 – CHANGE ORDERS

Any change in the contract price, scope of work or time for completion of any project following the award of a contract by the Town Council shall be by a written change order, approved by the Town Administrator or designee. Change orders must be executed by the Town Administrator. Change orders must be executed by the Town with the same formalities of the initial contract. Town Council approval is required for change orders equal to or greater than \$25,000. A reduction in dollar value/rates or minor changes in specifications, terms or conditions that do not increase the cost, time for completion or scope of the project may be approved in writing by the Town Administrator without formal Council approval. The requesting department shall create a purchase order for the Change Order amount after the Change Order is approved.

Section 7.0 – COMPETITIVE BIDDING AND OTHER PROCUREMENT METHODS

- 7.1 When a one-time purchase or an accumulation of multiple purchases for a specific commodity or service (whether over a period of one year or over a period that spans the fiscal year) is more than Level 3, user Departments are expected to consult with the Town Administrator or designee for competitive bidding or alternative options.

Purchases of materials, supplies, equipment, and contracted services within Level 4 will normally be acquired through competitive bidding.

The only exceptions permitted to this policy are those authorized in the Procurement Code. Typical purchasing methods include the following:

- 7.2 ***Request for Quotation (RFQ):*** A solicitation process not publicly advertised which commonly involves standard well-defined commodities or services for costs below Level 4. A response to an RFQ by a prospective vendor is not considered intent to award and does not form a binding contract.

Department head will ensure vendor completes, if applicable, and returns the following forms and is approved by procurement before authorizing purchase.

- a. Current W-9 IRS form
- b. Vendor Application
- c. Sunbiz incorporation information (Florida Department of State Division of Corporations, www.sunbiz.org)
- d. E-Verify Memorandum of Understanding Registration certificate
- e. General Terms and Conditions
- f. 2 CFR 200 checklist if required for purchase

7.3 ***Request for Information (RFI)***: Made typically during the project planning phase where Town staff cannot clearly identify product requirements, specifications, and purchase options. RFIs clearly indicate that award of a contract will not automatically follow. Information gathered through an RFI is commonly used to create a solicitation document.

7.4 ***Invitation for Bid (IFB)***: A sealed bid process which means a written solicitation for competitive sealed bids with the title, date and time of the public bid opening designated and specifically defining the commodity, group of commodities, or services for bids that are sought.

7.5 ***Request for Proposal (RFP)***: Structured competitive sealed proposals provide for full competition among offerors. The competitive sealed proposals method allows evaluation of other important and complex factors as well as price, such as experience, past performance, approach to the problem posed by the Town, etc. Price need not be the most important evaluation criterion in the evaluation, and award is not necessarily determined by the lowest price offered. The evaluation criteria must be weighted and included in the terms of the solicitation.

7.6 Consultants' Competitive Negotiation Act (CCNA): Request for Letters of Interest (RLI)

Where applicable, the Town adheres to the procedures established by Florida Statutes § 287.055 "Consultants' Competitive Negotiation Act" (CCNA). It is utilized specifically to select "professional" services, including architect, engineer, landscape architect, or land surveying or mapping services, and using an RLI.

It is a two-step method with selection of a vendor made by merit or qualifications first without consideration of price, followed by negotiation of a contract with the firm determined by the Town to be the most qualified.

Firm(s) desiring to provide professional services for a project with the Town shall timely submit Letters of Interest containing evidence of current professional status, capabilities, adequacy of personnel, past record and related experience, list of sub-consultants, financial strength and other information required by the RLI necessary for evaluation.

In cases where the CCNA is not applicable based on monetary thresholds, or the type of the service to be provided, procurement of professional services will be made in accordance with the Procurement Code and may utilize an RLI process where separately sealed price proposals are submitted. In such cases, a selection committee shall short list no fewer than

three (3) vendors based upon qualifications and rank the vendors based upon merit, qualifications, and the price proposals which shall be opened after the short listing. In the event that the Town receives fewer than three proposals, the committee shall evaluate and rank the responsive proposals received. Negotiation of price is not required. Nothing herein shall be construed as precluding the Town from using a Two-Step Contracting method, and where not otherwise prohibited by applicable law.

- 7.7 **Construction Services:** The procurement of construction services shall be in accordance with the Procurement Code and where applicable, the Town shall also adhere to the requirements established by Florida Statutes, Sections 255.0525 and 255.20.
- 7.8 **Design-Build Professional Services:** Where the Town desires one firm to be responsible for both design and construction services, the firm shall be selected and contracted pursuant to Florida Statutes, Section 287.055.
- 7.9 **Construction Management at Risk:** This is a method used to procure a Construction Manager, and which may result in a guaranteed maximum price for construction and time for completion. Such procurements shall be in accordance with the Procurement Code and in any manner permitted by the Florida Statutes, including Sections 255.103 and 287.055 or 255.20.
- 7.10 **Value Engineering:** Contractor may request substitution of Materials, articles, pieces of equipment, or any changes that reduce the Contract Price by making such request in writing. Town will be the sole judge of the acceptability of any proposed substitute, and no substitute will be ordered, installed, used, or initiated without Town's prior written acceptance by a Change Order or an approved Shop Drawing. In no event will any substitution accepted by Town result in an increase in the Contract Price or Contract Time. By making a request for substitution, Contractor agrees to pay directly to Town all Town's fees and charges related to Town's review of the request for substitution, regardless of whether the request for substitution is accepted by Town. Any substitution submitted by Contractor must meet the form, fit, function, and life cycle criteria of the item proposed to be replaced, and there must be a reduction in Contract Price including Town review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between Contractor and Town and shall be processed as a deductive Change Order. Town may require Contractor to furnish, at Contractor's expense, a special performance guarantee or other surety with respect to any substitute approved after award of this Contract.

Section 8.0 – COMPETITIVE BID PROCEDURE

8.1 GENERAL GUIDELINES:

1. GENERAL REQUIREMENTS:

The following procedures shall be used for purchases within Level 4. The Town Administrator shall be responsible for determining the procurement method (IFB, RFP or RLI) to be used for a particular procurement. The solicitation document should include, at a minimum, the purchase requisition form (Exhibit 16):

- a. The purchase description; and
- b. Specifications covering the item(s) needed; and

- c. Terms and conditions of the proposed contract; and
- d. General and special instructions to bidders, including the manner in which bids are to be submitted and the criteria for evaluating them; and
- e. Price sheets for the vendors to submit prices for the items requested and price increases for renewal years; and
- f. An offer and acceptance sheet for the vendor to sign its bid; and
- g. The date, time, and location where bids or proposals will be accepted; and
- h. All responsive / deemed responsible bids are to be valid for a minimum of 120 days after bid opening.

2. SELECTION AND NEGOTIATION COMMITTEES:

- a. Where a Selection Committee (SC) or Selection and Negotiation Committee (SNC) is required, the Town Administrator shall appoint the committee members. Town Council Members shall not serve on either a SC or a SNC. Selection Committees shall have a minimum of three (3) and a maximum of five (5) members and be comprised by an odd number of members. For three member committees, at least one member shall be a Town employee, and for five member committees, at least two members shall be Town employees. Except as provided in this subsection, no person other than Town employees may serve on a SC or SNC. Persons from the private sector may be appointed as members of committees when contractual arrangements require the participation of the private sector. Persons who are experts in certain areas may also be appointed to serve on committees. Additionally, representatives of the Broward County Chapter of the Florida Engineering Society and the AIA Fort Lauderdale may be appointed as members of committees for projects in which such local construction knowledge and experience is applicable. All committee members shall be free of conflicts of interest as provided in Part III, Chapter 112, Florida Statutes, as amended to the extent made applicable to the Town.
- b. Department staff involved in the purchase and the Procurement and Budget Officer, or designee shall assist the SC or SNC with respect to background and reference checks, confirmation of responsiveness, coordination of meetings and other administrative tasks as may be necessary. The office of the Town Attorney shall provide advisory legal assistance to the committee. A majority of the members of the committee shall constitute a quorum, except in no event shall a quorum be less than three (3) members. Once a quorum is established, a committee meeting may start without regard to the absence of any other committee member. Appearance by telephone or conference call, as may otherwise be provided in this Code shall be permitted to achieve a quorum. Physical presence of committee members is required during any meetings wherein presentations or question and answer sessions are conducted with vendors and for ranking decisions. A committee member who is not present during a majority of the presentations or question and answer sessions shall not vote on the ranking itself. Portions of meetings of the SC or SNC shall be exempt from the Sunshine law in accordance with Florida Statutes, Section 286.0113.
- c. If no contract negotiation is required, the Town Administrator may proceed to present the ranking and award recommendation to the Town Council. If negotiation is required with the top ranked firm, the committee shall proceed to meet with the top ranked firm as soon as practicable in accordance with the standard procedures set forth in this subsection. Alternatively, if negotiation by a committee is not required, and as may be provided in the solicitation, the Town may designate a purchasing negotiator, who assisted by Town staff, will

attempt to negotiate a contract with the first-ranked/highest-evaluated vendor. The negotiated contract will be forwarded by the purchasing negotiator to the Town Administrator for final consideration by the awarding authority.

3. CONE OF SILENCE

a. Defined.

"Cone of silence", as used herein, means a prohibition on any communication regarding a particular request for proposal ("RFP"), request for letters of interest ("RLI") or Invitation for Bid ("IFB"), between:

1. A potential vendor, service provider, proposer, bidder, lobbyist, or consultant;
2. 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 committees.

b. Restriction; notice.

A cone of silence shall be imposed upon each IFB, RFP and RLI, from the time of the advertisement or during such other procurement activities as declared by the Town Council. At the time of imposition of the cone of silence (Exhibit 19), the Town Administrator shall provide for public notice of the cone of silence by posting a notice at the Town Hall. The Town Administrator or designee shall issue a written notice thereof to the affected Departments, file a copy of such notice with the official procurement file, with a copy thereof to each Town Council Member, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this subsection. Except as set forth in division (d) during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

1. Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and
2. The Town Administrator or any person or group of persons appointed or designated by the Town Council or the Town Administrator to evaluate, select, or make a recommendation to the Town Council or the Town Administrator regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

c. Termination of cone of silence.

The cone of silence shall terminate at the time the Town Council takes final action or gives final approval of a contract, or in the event the Town Administrator rejects all bids or responses, to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process. 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 subsequent Council meeting.

d. Exceptions to applicability.

The provisions of this section shall not apply to:

1. Oral communications at pre-bid conferences;
2. Oral presentations before selection or evaluation committees;
3. Public presentations or comments made to the Town Council when the solicitation is on a duly noticed agenda;
4. Communications in writing with the Town employee designated by the solicitation. The bidder or proposer shall file a copy of any written communication with the Procurement and Budget Officer or designee. The Procurement and Budget Officer or Designee shall make copies available to any person upon request;
5. Communications regarding a particular RFP, RLI or IFB between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town employee designated responsible for administering the procurement process for such RFP, RLI or IFB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
6. Communications with the Town Attorney and his or her staff;
7. Duly noticed site visits to determine the competency of bidders or proposers regarding a particular solicitation during the time period between the opening of bids or proposals and the time the Town Administrator makes his or her written recommendation;
8. Any emergency procurement of goods or services pursuant to Town Code;
9. Responses to the Town's request for clarification or additional information;
10. Contract negotiations during any duly noticed public meeting;
11. Communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Administrator and his or her staff are in writing or are made at a duly noticed public meeting.

e. Penalties.

Prior to an award, violation of this section shall result in the disqualification of the bidder or proposer from further consideration. After an award, discovery of a violation by a particular bidder or proposer shall render any RFP award, RLI award or bid award to said bidder or proposer voidable by the Town, and in the Town's sole discretion.

4. PUBLIC NOTICE

Unless pre-authorized by the Town Administrator, public notice of formal competitive solicitations shall be given adequate time prior to the date set forth in the notice for the opening of bids and proposals. Such notice shall be given by posting on-line, and by

advertising service or publication in a newspaper of general circulation in the Town. The notice shall state the place, date and time of the bid or proposal opening. The notice requirements may be altered when required by applicable Florida Statutes.

a. Bid and proposal submission

Bids, proposals and responses to competitive solicitations shall be submitted online via the E-Bidding platform as per the Town's website. Bids, proposals, or responses submitted by fax or email shall not be accepted. Additionally, bids, proposals, or responses which are in pencil shall not be accepted.

1. When required by the solicitation, a pre-bid or pre-proposal meeting may be held after the issuance of the solicitation and before the bid or proposal due date, and in accordance with the solicitation.
2. Bids and proposals shall be opened publicly by the Town Administrator or designee and shall be witnessed by any person duly authorized by the Town Administrator at the time and place designated in the public notice of the solicitation. Persons in attendance at all bid meetings shall be documented by sign-in sheet.
3. For all proposals, a register of proposals shall be prepared and maintained by the Procurement and Budget Officer or designee containing the name of each offeror.
4. No late bids shall be accepted or opened if received after the date and time specified in the public bid notice. All late bids shall be returned, unopened to the bidder or offeror.
5. Where applicable, Selection Committee meetings must be publicly noticed, convened and recorded within reasonable time from the opening and in accordance with the solicitation and Florida Statutes, Sections 286.011 and 286.0113. Notwithstanding anything herein which may be construed to the contrary, information which is exempt from public inspection or copying pursuant to Florida Statutes, Section 119.071, shall not be disclosed during bid or proposal opening, and shall be maintained as exempt unless and until disclosure is required or permitted by law.

Section 9.0 – RECEIPT AND CONTROL OF BIDS AND PROPOSALS

Guidelines

- a. All sealed bids/proposals and responses to RLIs shall be submitted online using the E-Bidding platform as per the Town's website. Late bids/proposals will not be accepted. The Town may choose to use in-person submission if necessary.
- b. The modification or withdrawal of bids/proposals is permitted at any time before opening, but only upon written request by an authorized representative of the bidder/proposer. The designated purchasing staff shall conduct the bid/proposal opening as follows:
 1. Identify the transaction being conducted.
 2. Open bids/proposals and read in any order.

3. Announce and read aloud by title or reference number of the solicitation and the name of each bidder/proposer.
 4. Bids or proposals received shall be tabulated as soon as practicable. The tabulation shall contain the name of each offeror and may include any other information necessary to determine responsiveness.
 5. To the extent required by Florida Statutes, Section 255.0518, bid openings for construction or repairs on a public building or public work will be opened at a public meeting, and the name of each bidder and the price submitted shall be announced.
- c. The Town Administrator shall have the authority to reject any bid, proposal or response as non-responsive, and to waive minor irregularities.
 - d. The Town may accept a voluntary reduction from a low bidder/offeror after bid opening, if such reduction is not conditioned on, nor results in, the modification or deletion of any condition contained in the Invitation for Bids. A voluntary reduction may not be used to ascertain the lowest responsive/responsible bid. In the event that all bids for a construction project exceed available funds, as determined by the Town Administrator, the Town Administrator is authorized, where time or economic considerations preclude re-solicitation of work of a reduced scope, to negotiate, or to designate a person to negotiate for the Town, an adjustment of the bid price, including changes in the bid requirements of the low, responsive and responsible bidder, in order to bring the bid within the amount of available funds.
 - e. Errors in extension of unit prices or in mathematical calculations in bids may be corrected by the Town prior to award. In all cases of errors in mathematical computation, the unit prices shall not be changed. A bidder may be permitted to correct clerical errors, in the sole discretion of the Town, where the error is a minor technicality or irregularity, and when the intended bid amount is ascertainable from the bid document itself. The terms of the solicitation may prescribe that the total bid amount shall control, notwithstanding inclusion of unit prices.

9.2 Modification and withdrawal of bids

Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the office of the Procurement and Budget Officer or designee at any time prior to the deadline for submitting bids. A request for withdrawal and modification must be in writing and signed by a person duly authorized to do so, and in a case where signed by deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. After expiration of the period for receipt of bids, no bid may be withdrawn or modified. If, prior to acceptance of a bid or proposal, a bidder claims a mistake in pricing and requests to withdraw its bid or proposal, the decision as to whether to permit withdrawal will be made by the Town Administrator, and in the Town's sole discretion. In determining whether to permit a bidder to withdraw its bid or proposal, the bidder shall provide such information, including but not limited to, sworn statements which may be requested by the Town.

9.3 Modification to solicitation documents

Any modification of the invitation to bid, request for proposals, or request for letters of interest made prior to the submittal deadline to those solicitation documents shall be by

addenda provided in writing to the same businesses to which the original solicitation documents were mailed or otherwise provided.

9.4 Bid documents become property of the Town

All bids and accompanying documentation received from bidders in response to the invitation to bid shall become the property of the Town and will not be returned to the bidders. In the event of contract award, all documentation produced as part of the contract shall become the exclusive property of the Town. The costs of bid preparation shall be borne solely by the vendor.

9.5 Authority to Award to Second Low Bidder

If within 120 days after bids are opened, or any period bids are required to remain open for acceptance pursuant to the solicitation, the contract with the initial awardee is canceled, the awarding authority may elect to award the contract to the next low responsive and responsible bidder.

9.6 Retention and Storage of Procurement Files

Any and all procurement determinations relating to the solicitation, award or performance evaluation of bids or proposals shall be maintained by the Town in accordance with State of Florida records retention guidelines.

All procurement records shall be retained and disposed of by the Town in accordance with records retention guidelines and schedules approved by the Division of Archives of the State of Florida. If a contract is funded, in part or in whole, by another agency, then all procurement records pertaining to that contract shall be maintained for the time specified in the funding contract.

Section 10.0 – BID SECURITY AND PERFORMANCE BONDS

- 10.1 BID SECURITY/BOND or other forms of bid or proposal security shall be required on all competitive sealed bidding or requests for proposals for construction, design build, or other solicited project contracts when the price for the project is estimated to exceed one hundred thousand dollars (\$100,000). The bid security shall be a bond provided by a surety company authorized to do business in this State, or the equivalent in cash, certified check, cashier's check, irrevocable letter of credit or an alternate form of security for the same purpose subject to the same conditions and in a form acceptable to the Town as bid security. Nothing herein shall prevent the requirement of such bonds on construction contracts under two hundred thousand dollars (\$200,000) and in the sole discretion of the Town. The amount of the bid security shall be determined by the Town Administrator or designee and set forth in the solicitation.
- 10.2 The bid or proposal security of unsuccessful bidders or offerors will be returned within a reasonable time after the bid or proposal opening (but not before recommendation of award). The bid or proposal security of the successful or offerors and those bidders or proposers who may be reasonably susceptible of an award, will be retained until such successful bidder or offeror has executed the contract and furnished the required certificate(s) of insurance and payment and performance bonds.

- 10.3 If the successful bidder or offeror fails to furnish the required certificate(s) of insurance and payment and performance bonds or fails to execute and deliver the contract to the designated Town employee, within the time specified in the instructions to bidders or offerors, the Town will annul the notice of award and the entire sum of the bid or proposal security shall be forfeited.
- 10.4 Early withdrawal of any bid or proposal by offeror without approval by the Town shall result in proposal security being forfeited. Unless otherwise specified in the IFB or RFP, bids and proposals may not be withdrawn for a period of 120 days from the opening.
- 10.5 PAYMENT AND PERFORMANCE BONDS are mandatory for all construction contracts in excess of two hundred thousand dollars (\$200,000.00). The following bond or security shall be delivered to the Town and shall become binding on the parties upon the execution of the contract:
- A payment and performance bonds each in an amount equal to one hundred and ten (110) percent of the price specified in the contract and conditioned that:
- a. the contractor shall promptly make payments: to all persons (as defined in Section 713.01, Florida Statutes) who furnish labor, materials, supplies, equipment, or commodities used directly or indirectly in the performance of the work provided for in the contract; and
 - b. the contractor shall perform the contract in the time and manner prescribed in the contract; or
 - c. in lieu of payment and performance bonds, the Town, in its sole discretion, may accept cash, money order, certified check, cashier's check, irrevocable letter of credit, or alternative form of security, in the amount of one hundred and ten (110) percent of the contract price. Such alternate form of security shall be for the same purpose and shall be subject to the same conditions as a performance bond and payment bond. All bonds shall be in conformance with Florida Statutes 255.05 and 287.0935.
- 10.6 Reduction of Payment and Performance Bond Amounts – Except where required by Florida Statutes, Section 255.05, and after notice to the Town Council, the Town Administrator or designee is authorized to reduce the amount of performance and payment bonds to 50% of the contract price for each bond when a written determination is made by the Town Administrator or designee and that it is in the best interests of the Town to do so. Nothing in this Section shall be construed to limit the authority of the Town to require a performance bond, payment bond, or other security in addition to those bonds referenced in this Code.
- 10.7 Insurance – For construction and other services contracts, the solicitation should specify the amount of insurance and coverage requirements.
- 10.8 Authority to Require Additional Bonds - Nothing in this Section shall be construed to limit the authority of the Town to require a performance bond, payment bond, or other security in addition to those bonds, or in circumstances other than specified in Piggybacks, Cooperatives, or in this Manual.

Section 11.0 – CANCELLATION AND REJECTION OF BIDS AND PROPOSALS

- 11.1 An Invitation for Bid, a Request for Proposal or other solicitation may be cancelled or any or all bids/proposals may be rejected in whole or in part when it is in the best interest of the Town. Each solicitation shall generally contain a notice of the foregoing. Notice of cancellation shall include posting in the Town Hall and/or posting to the Town website.

The Town may reject any bid or proposal for any of the following reasons:

- a. If the evidence submitted by the bidder or offeror or if the investigation of such bidder or offeror fails to satisfy the Town that such bidder or offeror is properly qualified or responsible to carry out the obligations and to complete the work contemplated therein. In determining whether a bidder or offeror is responsible, the Town shall have the authority, in its sole discretion, to consider matters such as past performance, references, litigation history, criminal records, prior and pending claims and disputes with the Town or other public agencies, including relevant information as to the bidder or offeror's affiliated entities and principals, and such other matters as may be deemed relevant in determining responsibility.
- b. If there is reason to believe collusion exists among bidders or offerors.
- c. If the bid or proposal is not responsive, not properly delivered, not properly signed or is unsigned, shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind. The Town reserves the right to waive such technical errors as may be deemed in the best interest of the Town.

11.2 Reserved Rights

The Town Council reserves the right to reject any and all bids, proposals or other offers to furnish professional or contractual services. The Town shall indicate this reservation in all solicitations for contractual or professional services. If the Town finds it necessary to reject all bids, proposals or offers, a written statement to this effect shall be placed in the bid/proposal file, and the bidders/proposers shall be notified. The Town may then republish the notice seeking goods, services or professional services, with any appropriate modifications at the direction of the Town Council.

Section 12.0 – EVALUATION AND SELECTION

- 12.1 The evaluation and selection process shall be in accordance with the solicitation document and will focus on the criteria for contract award: the general criteria (established in statute, ordinance or rule, if applicable) and the specific criteria enumerated in the solicitation that are applicable to the particular purchasing involved.
- 12.2 For Selection Committee or Selection and Negotiation Committee meetings that do not involve any type of presentation by the proposers or ranking decisions, and in cases of hardship, committee members may participate by telephone, provided that a quorum is otherwise achieved by the physical presence of other committee members. Except where provided by Florida Statutes, Section 286.0113, committee meetings are to be open to the public and shall be posted as such in Town Hall and/or on the Town website. Meetings shall be recorded by the Procurement and Budget Officer or designee. Committee meetings shall not be construed as public hearings; such that public comment is not required.
- 12.3 A scoring system will be used to document individual evaluations and as set forth in the solicitation. Discussions or presentations may be conducted with responsive and responsible offerors whose submitted proposal is determined to be reasonably susceptible of being accepted for award, for purposes of clarification and to assure full understanding of the proposal, and as may otherwise be provided in the solicitation. Such discussions or presentations may be limited to those proposers who have been short-listed or otherwise qualified. Where applicable, committees may also conduct

negotiation strategy sessions and negotiation sessions with the top ranked firm in accordance with the solicitation document and Florida Statutes, Section 286.0113.

- 12.4 For IFBs, contract awards shall be made to the lowest, responsive and responsible bidder whose bid is determined in writing to be the most advantageous and best value to the Town.
- 12.5 For RFPs or RLIs, the Selection Committee will recommend the proposed award of contract to the Town Administrator for his review and concurrence prior to submission to the Town Council for approval. The Town Council shall have final decision-making authority to award a contract, or to reject all bids or proposals, and as may be in the best interest of the Town.
- 12.6 Competitive Selection for services subject to CCNA; Design-Build Projects
 - a. Where applicable, all contracts for professional services as that term is defined in the Consultants Competitive Negotiations Act, F.S. 287.055, as amended, from time to time, shall be awarded in accordance with the procedures set forth in that Act, this Manual, and any Town procurement procedures adopted in furtherance of that Act.
 - b. The Town will appoint a SNC to evaluate each letter of interest submitted regarding qualifications and performance ability. The SNC shall conduct discussions with, and may require public presentations by, no fewer than three (3) firms, (unless fewer than three letters of interest/proposals are submitted then all firms may be required to provide presentations) regarding their qualifications, approach to the project, and ability to furnish the required services. The SNC will thereafter rank the firms.
 - c. Design-Build Projects
 1. The Town Administrator or in consultation with the Town Council, shall evaluate and determine whether to utilize the design-build procurement method for a particular project. If this method is selected, the Town will prepare a design criteria package or procure a design criterion professional to prepare the design criteria package in accordance with Florida Statutes, Section 287.055. The Town Administrator or designee shall also determine whether the selection procedure will be a qualifications-based selection process as specified by Florida Statutes, Section 287.055, or a competitive proposal-based process utilizing a RFP. The solicitation document shall provide the specific terms and procedures to be utilized for the particular project.
 2. Qualifications-Based Selection. If the Town utilizes a qualifications-based process, an appropriately licensed design professional shall be employed or retained by the Town to serve as the Town's representative during the selection process. Further, the top-ranked firm which enters into a contract will be, subsequent to competitive negotiations, required to establish a guaranteed maximum price and guaranteed completion date.
 3. Competitive Proposal Selection. If the Town utilizes a competitive proposal selection process for the procurement of a design-build firm, in addition to the other applicable terms, and conditions and procedures set forth in this Manual, the process and the advertised RFP shall include:
 - i. The preparation of a design criteria package for the design and construction of the public construction project, and which shall be prepared prior to the RFP.

- ii. The qualification and selection (short listing) of no fewer than (3) design-build firms as the most qualified, based upon qualifications, availability, and past work of the firms, including the partners or members thereof.
- iii. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
- iv. The solicitation of the competitive proposals, pursuant to the design criteria package, from these qualified design-build firms and the evaluation of the responses or bids submitted by those firms shall be based on the evaluation criteria and procedures established and incorporated within the RFP.
- v. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the Town of the detailed working drawings of the project; and evaluation of the compliance of the project construction with the design criteria package by the design criteria professional. The design criteria professional shall attend the meetings of the Selection Committee in order to provide assistance with the evaluation of the responses.
- vi. In the case of public emergencies, the Town Administrator may declare an emergency and authorize negotiations with the best qualified design-build firm available at that time, and in accordance with the Procurement Code.

12.7 The Town Administrator shall have the authority to remove and replace a selection committee member for cause, such as failure to attend scheduled meetings or inability to serve on the committee, or for other unforeseen circumstances.

Section 13.0 – BID PROTESTS

13.1 Prospective bidder(s) or offeror(s) may file an administrative protest in writing to the Town Clerk's Office challenging specifications within three (3) days (excluding weekends and legal holidays) after the public posting or advertising, whichever is later, of the IFB, RFP or RLI by the Town Clerk's Office.

A bidder or offeror, in connection with and prior to awarding of any contract, shall file an administrative protest in writing with the Town Clerk's Office within five (5) days (excluding weekends, and legal holidays) after posting of the recommended award, for public viewing at the Town Clerk's Office. It is the responsibility of all bidders, proposers, offerors, or contractors affected by the proposed award of contract to review public postings on the Town website and publicly located in Town Hall. There may be additional means utilized for posting both advertisements and awards. In order to maintain a protest, a protestor must have standing as established by applicable Florida Statutes and interpretive Florida case law. Protests filed by a bidder or offeror which does not have standing may be summarily denied without a formal decision.

13.2 A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

- 13.3 Protestors shall file their written protests with the Town Clerk's Office between the hours of 9:00 a.m. and 5:00 p.m. Written protests shall contain, at a minimum:
- the name of the petitioner;
 - the petitioner's address and phone number, and fax number;
 - the name of the petitioner's representative, if applicable;
 - the name and bid number of the solicitation;
 - a plain and clear statement of the facts and grounds upon which the protest is based; and
 - a specific request for the relief to which the petitioner deems itself entitled, or the remedy requested.
- 13.4 An administrative written protest is deemed filed with the Town when it is delivered to and received by the Town Clerk's Office. Delivery to and receipt by any other Town staff member or Officer is not valid.
- 13.5 Failure to file a timely formal written protest within the time period specified shall constitute a conclusive waiver by the vendor of all rights of protest under this protest procedure and shall thereafter prevent any judicial review. Additionally, grounds not raised in any administrative protest shall be deemed waived in any Town protest procedure and/or in any subsequent judicial review.
- 13.6 In the event of a timely administrative protest, the Town shall not proceed further with the solicitation or award of the bid/contract until all administrative remedies have been exhausted or until the Town Administrator determines to award the bid contract without delay in order to protect the public health, welfare or safety.
- 13.7 Within seven (7) days (excluding weekends, and legal holidays) of receipt of the formal written protest, the Town Administrator or designee shall attempt to settle or resolve the dispute. If the administrative protest is not resolved by mutual agreement, the Town Administrator shall render a written decision. A copy of the decision shall be sent by certified mail, return receipt requested, or otherwise furnished, to the protestor.
- 13.8 Failure to follow the protest procedures or failure to meet any deadline set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder, offeror, or contractor. Failure to file an administrative protest as set forth herein shall also be deemed a failure to exhaust administrative remedies.
- 13.9 In order to help defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee as set forth below. Failure to pay the filing fee upon filing the protest shall result in an automatic denial of the protest. In the event that a fee is timely paid, and the protest is denied, the Town shall retain the filing fee. In the event that the protest is granted, then one half (50%) of the filing fee shall be refunded to the protestor.

<u>Estimated Contract Amount</u>	<u>Filing Fee</u>
Up to \$250,000	\$2,000
\$250,001 - \$500,000	\$4,000
\$500,001 - \$5 million	\$6,000
Over \$5 million	\$10,000

Section 14.0 – AWARD OF CONTRACT

14.1 Award of contract

The contract shall be awarded with reasonable promptness in accordance with the requirements and criteria set forth in the solicitation or invitation for bid except as otherwise provided herein.

- a. Town Administrator shall approve/sign off on Selection Committee's recommendation prior to notice of intent to award.
- b. The intended award of contract and the date that the contract will be presented to the Town Council shall be publicly noticed in the Town Hall and/or on the website; it is the responsibility of the bidders/proposers to review this information.
- c. An agenda item will be prepared by the requesting Department in coordination with the Town Clerk's Office, and Procurement & Budget Officer. Any contracts shall be signed by the recommended awardee and included in the agenda item, prior to the item being brought to the Town Council.
- d. Upon award, a fully executed contract, Purchase Order, Notice to Proceed, and, if applicable, a Final Notice of Award are sent to vendor.

14.2 Tie bids

If two (2) or more bidders or proposers are tied, the tie may be broken and the successful bidder or proposer selected by the following criteria presented in order of importance and consideration. The following criteria shall not apply in instances where federal or State grant requirements, or other applicable law, provide for an alternative method to break such a tie.

- a. Quality of the items or services bid or proposed if such quality is ascertainable.
- b. Location of the vendor with the following award preferences:
 1. A local bidder with a primary business location within the Southwest Ranches.
 2. A local bidder with a primary business location within Broward.
 3. A bidder with a primary business location within the State of Florida.

If the above criteria are impossible to determine with any reasonableness or do not resolve the tie, the award will be given to that bidder or proposer whose bid or proposal was received earliest in time by the Town as indicated by the time clock stamp impressed upon the bid/proposal envelope of each bidder or proposer. In the event that preference for location of the vendor is utilized, the Town may require an affidavit or other documentation, in the Town's sole discretion, to confirm the vendor's location.

The Town may suspend agreements or awards of contract for a period not to exceed sixty (60) days following a determination by the Town Administrator that there has been a material deviation by the most responsible bidder from the requirements of the solicitation. Any suspension of contract shall be provided in writing to the affected vendor within five (5) working days of such determination. The Town reserves the right to obtain the goods or services which are the subject of the agreement or contract from alternate sources during

the suspension period. All contracts approved by the Town Council shall be canceled or revoked only after specific Town Council action.

14.3 Request for proposals procedure and request for letters of interest procedure

The award shall be made to the responsible offeror whose proposal is determined in writing, to be the most advantageous to the Town taking into consideration, price and the evaluation factors and criteria set forth in the request for proposals or request for letters of interest. The Town's contract files shall contain the basis on which the award is made. The writing may be a general summary of the solicitation process and include minutes of the Selection Committee meetings, if applicable.

Section 15.0 – TYPES OF PURCHASES AND EXEMPTIONS

15.1 Petty Cash

The Town Financial Administrator may promulgate rules and regulations governing petty cash purchases as appropriate.

15.2 Emergency Purchases

Purchasing requirements can be waived in an emergency situation, when the need is the result of a serious and unexpected occurrence and demands immediate action.

An emergency is defined as:

- operational – a situation that presents a threat to public health, welfare or safety; or
- natural disaster – a situation where the normal operation or major portions of the Town would cease or be *seriously* impaired if immediate corrective action was not taken.

An “exigency” is something that is necessary in a particular situation that requires or demands immediate aid or action. An emergency will typically involve a threat to life, public health or safety, improved property, and/or some other form of dangerous situation, whereas an exigency is not necessarily so limited. (SEE EXHIBIT 17)

Note: If there is not sufficient time to process paperwork to effectuate the purchase, then documentation may be done after the fact. However, it is the responsibility of the Town Administrator or designee to execute and submit to the Procurement and Budget Officer or Designee's office all necessary documentation within one working day of the declaration of emergency. All emergency purchases must follow federal requirements for reimbursement. (see EXHIBIT 15)

15.3 Piggyback Purchasing

The term “piggyback” refers to purchases of commodities and services from vendors under contract with any State or local government agency. All purchases of this nature are exempt from the Town of southwest Ranches competitive purchasing requirements, provided that the following criteria are satisfied:

- a. The existing contract was awarded through a competitive process substantially equivalent to the requirements of this Code; and

- b. The terms and conditions of the contract with the Town, including price and scope, are substantially the same as the existing contract.

This method of purchasing should be considered prior to using other methods set forth in this Code regardless of quantity or monetary value of the procurement. Nothing herein shall exempt Town Council approval of anything equal to or above Level 4.

“Piggybacking” shall not be used in the event that the Town is required to directly provide for competition for a particular project by applicable federal or State law, or the terms of any grant.

- c. Documentation Requirements:

The following documentation is the minimum requirements to use another governmental entity’s awarded contract. Provide the required information to the Purchasing Division:

1. Florida State Contract- Provide the current Florida State Contract Number. If the contract has fixed unit prices, no additional information is needed. If the contract is a percent discount from list, a copy of the original manufacturer’s list price is also required. This will usually be in the form of a published price list. If requesting only to utilize some of the items on the contract, only the pages with those prices are required.
2. PRIDE and RESPECT- Pride (inmate labor and correctional work programs) and Respect (purchase from the blind or other severely handicapped non-profit) have published unit prices.
3. Contracts from other Governmental Entities Provide the following:
 - i. Complete copy of the original solicitation.
 - ii. Tabulation of all solicitation responses.
 - iii. Copy of the award letter/memo/agenda item by the political entity to the awarded vendor.
 - iv. Complete copy of the vendor’s proposal.
 - v. Executed Contract.

15.4 Government Contracts

All purchases of commodities or contractual services under the provisions of State of Florida and federal government contracts shall be exempt from the competitive procurement requirements of this Manual or the Code, provided that the following criteria are all satisfied:

- a. The terms and conditions of the original contract by the federal, or state agency are satisfactory to the Town and such terms and conditions are expressly extended to municipalities pursuant to the bid documents.
- b. The original contract by the federal or state agency is current and in effect at the time of the proposed purchase of commodities or services by the Town.
- c. The Town Council must authorize such procurement when the cost of the commodities or contractual services exceeds Level 2.

15.5 Cooperative Purchasing

The term “cooperative purchasing” (sometimes known as “pooling”) is used when two or more government agencies combine their purchasing requirements and enter into a contract that meets the needs of everyone in the group. Pooling can reduce the administrative costs of procurement, save time, and result in lower product costs due to economies of scale when placing large orders. Usually, one participant will handle most or all purchasing activities on behalf of the others. Such cooperative purchases are exempt from the requirements of formal competitive procurement hereunder, and the Town Administrator may authorize membership in government cooperative organizations.

15.6 Specialized Services Exemptions

Except as otherwise provided, the following are exempt from competitive procurement hereunder:

- a. Services involving special skill, ability, training or expertise which are in their nature, unique, original or creative.
- b. Legal services including paralegals, expert witnesses, appraisal services, investigative services and court reporters.
- c. Actuarial services.
- d. Auditing services, except as may be required by applicable Florida Statutes or Federal law or regulation.
- e. Academic program reviews or lectures or seminars by individuals.
- f. Health services involving examination, diagnosis, treatment, prevention, medical consultation or administration.
- g. Artistic services which are original and creative in character and skill in a recognized field of artistic endeavor such as music, dance, drama, painting and sculpture, photography, culinary arts, fashion design and the like, provided however, that contracts for artistic instructors, coaches, teachers, aides and assistants are deemed contractual services subject to the requirements of competitive procurement.
- h. Performing artists and entertainers hired to provide entertainment or instructional programs for the benefit of the Town residents and the general public at any Town facility.
- i. Maintenance service of equipment. When considered to be in the best interest of the Town and recommended by the using Department, and the services to be performed are by the equipment manufacturer, manufacturer's service representative, a distributor of the manufacturer's equipment, or when at least three (3) responsible services have been evaluated, the services may be obtained without competitive procurement.
- j. Advertising.
- k. Utilities including but not limited to electric, water and telephone.
- l. Commodities and services provided by other governmental entities.
- m. Copyrighted materials (books, videotapes, etc.) except computer software.
- n. Food, clothing and other promotional items purchased for resale or distribution to the public.

- o. Competitive bidding shall not be required on contracting for professional services of accountants, lawyers, or other such occupation which, by reason of specialized training and expertise, is generally recognized as a profession. The Town will at all times comply with applicable State statutes regarding Consultants' Competitive Negotiations for services, as defined by Florida Statute, Section 287.055.
- p. Postage.

15.7 Sole Source/Single Source Purchases:

The requirements of competitive procurement may not apply when the legitimate needs of the Town require the purchase of a product or service that is available only from a single vendor or a sole source. This may be because of the uniqueness of a product or service, existence of patents, involvement of original equipment parts or services and warranties, legal restrictions or a monopoly situation. Sole source and single source purchases are generally less cost-effective than competitive purchases and should, therefore, be used only when no alternative exists.

The Town prefers using competitive procurement by requesting quotations and bids for purchases of goods and services. However, if competition cannot be so stimulated and a sole or single vendor must be used, justification for declaring a purchase sole or single source must be clearly documented. If there is any doubt whenever a purchase is designated sole or single source, quotes or bids will be solicited.

Requesting Departments must submit the Sole Source/Single Source Form (EXHIBIT 6) to the Purchasing Officer documenting a sole or single source selection. Such documentation is valid for one fiscal year and should answer the following questions:

Sole Source Purchases: How many individuals, companies and/or manufacturers were contacted for this purchase? What is the justification for purchasing this item? **Note:** The selection of a local vendor as sole source when the vendor is the only local vendor of an item or service is not considered justification for designating a vendor as sole source when there are vendors of the same item located out of the South Florida area.

Single Source Purchases: Which characteristic(s) of the product or service limits competitive bidding? The requesting Department must include the sole/single source form (EXHIBIT 6) and a letter on company letterhead and signed by the vendor from the sole or single source vendor declaring that they are indeed a sole or single source for the item being purchased.

Purchases available only from a single source may be exempted from competitive procurement requirements. For all single source purchases, evidence substantiating commodities or services being fulfilled only through a single vendor/business must be documented.

- a. A contract may be awarded without competition when the Town Administrator or designee makes a written determination that after conducting a good faith review of available sources, there is only one (1) source for the required commodity or contractual service. The Town Administrator or designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole source procurement shall be maintained as a public record and shall list

each contractor's name, amount and type of each contract, a list of the commodity or contractual service procured under each contract, and the identification number of each contract file.

- b. All sole source procurements where the cost of the commodities or contractual services exceeds Level 3 shall be authorized by the Town Council.

15.8 Local Vendor Preference:

Local Southwest Ranches (SWR) Vendor - a “local SWR vendor” shall mean a person or business entity which has maintained a permanent place of business with full-time employees within the Town limits for a minimum of six months prior to the date of issuance of a bid or proposal solicitation; or a business whose principal owner has been a Southwest Ranches resident for the past six months. The permanent place of business **may not** be a post office box. In addition, the business must have a Town of Southwest Ranches Certificate of Use (COU) valid for a minimum of six (6) months and a business tax receipt from Broward County.

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

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

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

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

If multiple “local SWR vendors” submit bids/quotes which are within 5% of the lowest bid/quote, then all SWR vendors will be asked to submit a “best and final offer (BAFO)”. The award will be made to the “local SWR vendor” submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no “local SWR vendor” can beat the lowest bid/quote by at least 1%, then the process will be repeated with all “local Broward County vendors” who have submitted a bid/quote which is within 2.5% of the lowest bid/quote. If no “local SWR vendor” and no “local Broward County vendor” can submit a BAFO that is at least 1% lower than the lowest bid/quote submitted in the original solicitation, the award will be made to the lowest responsive bidder regardless of geographic location of the business. **If the lowest responsive and responsible bidder IS a “local SWR vendor,” the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.**

2. Competitive Proposal- For evaluation purposes, “local SWR vendor” and “local Broward County vendor” shall be a criterion for award in any Request for Proposal unless specifically exempted by the Town Administrator or the Town Council.

3. Exceptions

- a. No “local vendor” preference will be included in any competitive solicitation where the Town is the lead agency for the Southeast Florida Cooperative Purchasing Group.
- b. Utilization of a State or other agency contract.
- c. State or Federal law prohibits the use of local preference.
- d. The work is funded in whole or in part by a governmental entity where the laws, rules, regulations or policies prohibit the use of local preferences.
- e. Sole source or single source purchases.
- f. The “local vendor” is either non-responsive or non-responsible.
- g. All bids submitted exceed the budget amount for the project.
- h. Emergency purchases.
- i. The Town Administrator and/or the Town Council may exempt any competitive solicitation from the local vendor preference.

Section 16.0 – PUBLIC LANDS & PROPERTY – PUBLIC CONSTRUCTION

16.1 Acquisition or sale of real property, both improved and unimproved

- a. The following land acquisition procedures shall be employed whenever the Town seeks to acquire, by purchase, any real property:
 1. Procedures shall follow Florida Statutes, Section 166.045, as amended from time to time.
 2. Upon commencement of negotiations, the Town shall inform the property owner, in writing, that all agreements for the purchase of real property are subject to approval by the Town Council.
 3. Any agreement by Town to purchase real property shall be submitted to the Town Council for approval at a public meeting after thirty (30) days public notice. Notice of the proposed purchase of real property shall be published once a week for at least two (2) weeks in a newspaper of general circulation in the Town.
 4. Evidence of marketable title in the form of title insurance or an abstract of title with title opinion shall be provided to the Town, by the property owner at the property owner's expense, not later than ten (10) calendar days prior to the public hearing.
 5. The purchase price of a property shall not exceed the appraised or average appraised value, if more than one appraisal is obtained, by more than ten (10%) percent, unless subject to a right of first approval provision.
- b. The following procedures shall be employed whenever the Town seeks to sell and convey any real property belonging to the Town to a non-governmental agency.
 1. Prior to advertising for bids for the purchase of Town-owned real property, the Town shall obtain three (3) written appraisals performed by state certified real estate appraisers. Appraisers selected to appraise real property pursuant to this section shall, prior to contracting with the Town for appraisal services, submit an affidavit substantiating that the appraiser has no vested or fiduciary interest in the property which is the subject of the appraisal.
 2. Public notice of the invitation to bid calling for bids for the purchase of the subject real property shall be published once a week for at least two (2) weeks in a newspaper of general circulation.
 3. The contract for purchase shall be awarded to the highest bidder whose bid meets the requirements and criteria set forth in the invitation to bid and instructions to bidders unless the Town Council rejects all bids because they are too low, or if such rejection is otherwise deemed to be in the best interest of the Town.
 4. Bid security shall be required for all bids for the purchase of Town-owned real property in an amount equal to ten (10) percent of the highest appraisal value of the property.
- c. The following procedures shall be employed whenever the Town seeks to sell and convey any real property owned by the Town to a governmental agency (Agency) as defined in Section

112.312(2), Florida Statutes (1997), as amended from time to time and in accordance with Town Charter Section 4.10:

1. Prior to the Town Council authorizing the sale of Town-owned real property, the Town shall obtain two (2) written appraisals performed by state certified real estate appraisers. Appraisers selected to appraise real property pursuant to this section shall, prior to contracting with the Town for appraisal services, submit an affidavit substantiating that the appraiser has no vested or fiduciary interest in the property which is the subject of the appraisal.
2. The Town may agree to the sale of its real property upon approval by a unanimous vote of the all five (5) members of the Town Council, at a regular or special public meeting after public notice. Upon approval by unanimous vote the sale of property must first be approved by a referendum of the electorate. These provisions do not apply to right-of-way, property less than the minimum of lot size requirement, property that was acquired through foreclosure, and property, not located within or adjacent to a town park, that was specifically acquired for lease or re-sale purposes.
3. If the sale of any of the Town's real property is to another Agency, a bid shall not be required.

Section 17.0 – MINORITY, DISADVANTAGED AND VETERAN BUSINESS PARTICIPATION

- 17.1 All contractors are encouraged to assist Disadvantaged Business Enterprises (DBE), Minority Business Enterprises (MBE), Women-owned Business Enterprises (WBE), Small Business Enterprises (SBE) in doing business with the Town. Each contractor in assisting DBE, MBE, WBE, SBE will help to expand and develop the DBE, MBE, WBE, SBE and minority business sector of Town.
- 17.2 Town Selection Procedures
 - a. The Town shall make a good faith effort to provide interested minority business enterprises or minority persons with adequate information about the plans, specifications and requirements of contracts or the availability of jobs.
 - b. The Town shall make a good faith effort to effectively use services and resources of available minority community organizations, minority contractors' groups, local, state, and federal minority business assistance officers, and other organizations that provide assistance in the recruitment and placement of minority business enterprises or minority persons; and
 - c. The Town shall make a good faith effort to provide written notice to a reasonable number of minority business enterprises that their interest in contracting with the Town is being solicited in sufficient time to allow the minority business enterprises to participate effectively.
- 17.3 The Town shall take all necessary affirmative steps to assure that DBE, MBE, WBE, SBE, and labor surplus area firms are used when possible including but not limited to:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

Section 18.0 – RECEIVING OF GOODS AND SUPPLIES

- 18.1 It shall be the responsibility of each department to have an individual, immediately upon receipt of a product or service, to inspect that product or service to ensure that it meets the specifications as set forth in the PO and contract. The person should inspect for proper quantities, proper quality, no damage and prompt delivery. The receiving person should have available a copy of the PO and contract for verification purposes. Any deviations should be immediately documented and sent to the supplier and to Purchasing.
- 18.2 Signing a delivery slip does not necessarily constitute acceptance of an order. Any problems with an order should be documented and reported to Purchasing as soon as possible. The requesting department will contact the vendor to resolve any and all issues. Time is of the essence when dealing with problems on an order. Failure to timely advise the vendor and/or freight carrier may limit remedies. Also if an item is delivered damaged, the receiving party has the responsibility to protect it and all packing materials from any further damage, and to make it available to the vendor and/or freight carrier for inspection.
- 18.3 Materials, equipment or supplies shall be inspected upon receipt and, if possible, in the presence of the vendor or shipper and shall include the following:
 - a. Verification of the correct quantities and units of issue;
 - b. Verification of PO number;
 - c. Verification of pricing;
 - d. Inspection for damage or defects;
 - e. Verification that all items meet the specifications or description defined in the PO and contract;
 - f. Verification of correct vendor;
 - g. All packages shall be checked against the Bill of Lading;
 - h. Make note of any damage on the Bill of Lading and on the receiving copy of PO; and
 - i. The signature shall be that of the person actually receiving and inspecting the materials.
 - j. If unable to perform the above, the notation "Subject to Inspection" shall be written on Bill of Lading.

- 18.4 When goods, materials, or supplies either fail the inspection criteria or are damaged upon receipt, the receiving or requesting department shall immediately refuse the order. If the vendor or shipper is not on site, the receiving or requesting department shall contact the vendor to arrange shipment return and replacement. When a vendor has two deliveries refused, the department will coordinate corrective action with Purchasing.

Section 19.0 – PAYMENT AND SALES TAX

19.1 PROMPT PAYMENT ACT.

In accordance with Chapter 218, Fla. Stat, local governments are required to pay vendors for goods and services in a timely fashion. Invoices are required to be date stamped by the receptionist at the Front Desk upon receipt and payment shall be made promptly.

19.2 GOODS & SERVICES / CONSTRUCTION

Any invoice or payment request for goods, service or construction must be reviewed and approved for payment by the appropriate project manager and the Department Head or designee. After required approvals are obtained, the invoice or payment request should be forwarded to accounts payable for processing. Requests for payment (invoices, packing slips, etc.) should be forwarded directly to Accounts Payable.

19.3 SALES TAX

The Town is exempt from tax on all sales that it makes directly, except machines, equipment, parts and accessories used in the generation, transmission or distribution of electricity.

19.4 PURCHASING CARD (PCARD) ACCEPTANCE

The Town may choose to compensate vendors for goods and/or services via a Town PCARD. No other costs or services shall be billed to the Town, and without limiting the generality of the foregoing, vendor shall not impose any service charge or fee, penalty, or other exaction of any kind against payments rendered by the PCARD. Payments made by PCARD shall be accepted on a “same as cash” basis.

Section 20.0 – FIXED ASSETS INVENTORY

- 20.1 Tangible personal property owned by the Town including property under the custodianship of the Departments shall be deemed a fixed asset. The Town Financial Administrator pursuant to 274.022 Florida Statutes, will determine the level for recording fixed assets. “Controllable / Attractive items” per FAC 69i-72 & 69i-73 under the threshold must be tagged and tracked for inventory purposes. “Controllable /Attractive Items” means tangible personal property used in operations that has a cost less than an established capitalization threshold and that requires special attention to ensure legal compliance, protect public safety, and avoid potential liability, or to compensate for a heightened risk of theft. The Department and/or custodian shall be responsible for notifying the Finance & Budget Department when purchasing a fixed asset so that the item may be affixed with a Town asset tag.

- 20.2 Annual Inventory. Each Department Head or custodian shall work with Finance & Budget staff to account for all fixed assets on an annual basis.
- 20.3 Disposal. When a fixed asset is no longer needed or not working, a Fixed Asset Disposition occurs. Technology related items such as computers, printers and peripherals must be authorized for disposal by the Town Administrator or designee per Reso 2013-051(Section 5).

Fixed assets shall not be discarded by the department head or custodian without permission from the Finance & Budget Department. A police report shall be filed for all lost, stolen or missing fixed assets.

Purchasing shall dispose of the surplus property in the following order of precedence below:

- a. If the property has no value or the value does not exceed handling, storage and selling costs, the item may be sold, donated, recycled or discarded, as appropriate.
 - b. If value of the property exceeds handling, storage and selling costs, advertise the availability of the property first to the Town, then for sale, competitively through the most appropriate medium.
 - c. If the property is offered for sale and no acceptable bids are received, the Town may donate the item to a private, non-profit agency as defined in Section 273.01, Florida Statutes
 - d. The Department Head may choose to use the item as a “trade-in” when purchasing new equipment if doing so is in the best interest of the Town.
 - e. Town of Southwest Ranches employees may participate from directly or indirectly purchasing Town property through the surplus auction process open to the general public.
- 20.4 **Disposal of Property Purchased with Grant Funds.** Proceeds from property purchased with grant funds shall be deposited in accordance with the requirements of the original grant agreement.
- 20.5 **Transfer.** Fixed assets may be transferred from department to department with approval of both the transferring and receiving Department Heads.

Section 21.0 – PUBLIC ENTITY CRIMES

- 21.1 The Public Entity Crimes Act, Section 287.133 Florida Statutes, as amended from time to time, serves to deny to persons convicted of a public entity crime the opportunity to bid on public entity contracts or to supply goods and services to public entities or to otherwise transact business with public entities. A “public entity crime” is a violation of law related to the transaction of business with any public entity involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 21.2 Invitations for Bids and Requests for Proposals shall contain an appendix informing persons of the provisions of Fla. Stat. § 287.133 (2) (a).
- 21.3 The Town cannot accept a bid, award a contract, or transact any business in excess of the threshold amount provided in Section 287.017 for Category Two with any person or affiliate on the convicted vendor list for a period of 36 months from the date the person or affiliate was placed on the convicted vendor list, unless the vendor has been removed from the list.

Section 22.0 – CODE OF ETHICS AND CONDUCT

- 22.1 To the extent that violations of the ethical standards of conduct set forth in the Procurement Code constitute violations of the State Criminal Code they shall be punishable by law or disciplinary actions prescribed in the Town of Southwest Ranches Personnel Manual. The Town employees and officers shall refer to Fla. Stat. § 112.313 and applicable Broward County Code for clear definition.
- 22.2 No Town Officer or employee shall bid for, enter into, or be in any manner interested in any contract for Town purchases, nor shall any officer or employee seek to influence the purchase of a product or service from any bidder/offeror; provided however, that this restriction shall not be construed to restrict persons from evaluating and appraising the quality and value of the product to be purchased or service to be rendered where the person's scope of employment contemplates advice and counsel with respect to the purchase. In order to avoid the possibility of any misunderstandings regarding compliance with the law and regarding any appearance of impropriety, Town employees or public officers are prohibited from accepting anything of value or any money from vendors.
- 22.3 Purchasing. The Town Administrator shall adhere to a high standard of ethics; promote the Town's reputation for courtesy, transparency, fairness, and impartiality. The responsibility for achieving this goal rests with each individual who participates in the purchasing process. Staff may be involved with the purchasing process are responsible for administering purchasing policies and shall be charged with the responsibility of ensuring that all purchases are made legally and responsibly in compliance with this Code and any adopted policies and applicable federal, state, and local laws.
- 22.4 User Departments. Shall allow ample time for the Town Administrator to place the order and for the vendor to deliver; providing clear and accurate descriptions of goods and services to be purchased; providing technical specifications; not subdividing any purchase or contract solely to avoid competitive procurement / solicitation or approval requirements as prescribed in this Code; and verifying receipt of commodities or completion of services in accordance with initial purchase request.

Section 23.0 – CONFLICT OF INTEREST

- 23.1 The following standards of conduct apply generally to all transactions and specifically to all federally supported grant projects. Violations of these standards of conduct may result in disciplinary action as set forth in Section 112.371, Florida Statutes provided that such disciplinary action does not conflict with the jurisdiction of the State of Florida Commission on Ethics.
- 23.2 No elected official, employee, or agent of the Town shall participate in the selection, nor in the award, nor administration of a contract, nor the procurement of goods or services, if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the elected official, employee, or agent, any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected or considered for award. The Town's elected official, employees, or agents shall neither solicit nor accept gratuities, favors, or anything regardless of value from contractors, potential contractors, or parties to sub-agreements.
- 23.3 All selection committee members shall sign a Conflict of Interest Form (Exhibit 21)

- 23.4 Vendors must disclose with their solicitations, 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.
- 23.5 Vendors shall not allow Town employees or former Town employees to work on Town projects or provide services to the Town under agreements or sub-agreements without express written consent from the Town.
- 23.6 Section 112.313, Florida Statutes prohibits contracts with companies owned in full or part by a Town employee, officer or advisory board member.
- 23.7 An organizational conflict of interest occurs when any of the following circumstances arise:
1. A lack of impartiality or impaired objectivity. When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.
 2. Unequal Access to Information. The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
 3. Biased Ground Rules. During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
- 23.8 The Town shall analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award.

Section 24.0 – DEBARMENT

- 24.1 The Town Administrator, after consulting with the Town Attorney, is authorized to debar a person for cause from consideration for award of contracts. The debarment shall be for a period of not more than three (3) years. After consultation with the Town Attorney, the Town Administrator is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment.
- 24.2 Causes for Debarment:
- a. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a contractor with the Town.
 - b. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contractor, subcontract or incident to performance of such contract or subcontract.
 - c. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.

- d. Violation of contract provisions, as set forth below, of a character which is regarded by the Town Administrator or designee to be so serious as to justify debarment action.
 - 1. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract.
 - 2. Recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
 - 3. Any other cause/material factor the Town Administrator or designee determines to be so serious and compelling as to affect responsibility as a Town contractor, including debarment by another governmental entity for any of the causes listed in this section or violation listed in the Procurement Code.

Section 25.0 – RISK MANAGEMENT

- 25.1 Acquisition of insurance policies may be on a competitive basis through sealed bid/proposal. The bids/proposals are to be obtained by the Town in accordance with the procedures outlined in the Procurement Code. The Town will approve the solicitation document. A comparative spreadsheet tabulation analysis of all bids/quotes received and Carrier responses shall be provided to the Town no later than ten (10) days prior to the renewal date(s). A presentation of responses received shall be made to the Town, along with a recommendation and rationale. Subsequent to the presentation, a decision will be made for placement of the coverage(s). An award shall be made by the Town Administrator.
- 25.2 Insurance acquired by the Town relative to its ordinary governmental and operational functions, such as property, casualty, and worker's compensation, does not require competitive procurement.
- 25.3 All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES

Attn: Town Administrator

13400 Griffin Road.

Southwest Ranches, FL 33330

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. **Any exclusion or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in the solicitation shall be deemed unacceptable, and shall be considered a breach of contract.**

- 25.4 **WAIVER OF INSURANCE REQUIREMENTS:** Insurance requirements incorporated in solicitations may only be waived or modified by the Town Council or Town Administrator.

Section 26.0 – RISK MANAGEMENT COMPLIANCE:

- 26.1 The successful bidder shall be required to obtain, at its own expense, all minimum insurance coverages required under the terms of the bid documents and contract and to submit, at a minimum, copies of all insurance certificates and policy endorsements to the Town for approval. No work under the contract may be commenced until the required insurance has been obtained and proof of such insurance has been approved.

The Bid 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. Prior to award and in any event prior to commencing Work, the Successful Bidder/Proposer shall provide the Town with certified copies of all insurance policies and endorsements that may be required as outlined below:

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, as required by Florida Statutes, chapter 440, as amended from time to time, which shall include employer's liability insurance with a limit of not less than Five Hundred Thousand Dollars (\$500,000)* for each accident, and Five Hundred Thousand Dollars (\$500,000)* 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 (ISO), 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 One Million Dollars (\$1,000,000)* per occurrence combined single limit for bodily injury and property damage, and not less than Two Million Dollars (\$2,000,000)* 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, 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.

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 a 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.

***Insurance limits & requirements are subject to change depending on the scope of work of each project/service.**

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

TOWN OF SOUTHWEST RANCHES

Attn: Town Administrator

13400 Griffin Road.

Southwest Ranches, FL 33330

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. **Any exclusion or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in the solicitation shall be deemed unacceptable and shall be considered a breach of contract.**

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.

Section 27.0 – BRAND NAME OR EQUAL SPECIFICATIONS

- 27.1 Use. Brand name or equal specifications may be used when the Town Administrator determines in writing that:
- No other design or performance specification or qualified products list is available;
 - Time does not permit the preparation of another form of purchase description, not including a brand name specification;
 - The nature of the product or the nature of the Town's requirement makes use of a brand name or equal specification suitable for the procurement; or
 - Use of a brand name or equal specification is in the Town's best interests.
- 27.2 Designation of several brand names

Brand name or equal specifications shall seek to designate at least three (3), or as many different brands as are practicable, as "or equal" references and shall further state that substantially equivalent products to those designated will be considered for award.

27.3 Required characteristics

Unless the Procurement and Budget Officer or designee determines in writing that the essential characteristics of the brand names included in the specifications are commonly known in the industry or trade, brand name or equal specifications shall include a description of the particular design, functional, or performance characteristics which are required.

27.4 Nonrestrictive use of brand name or equal specifications

Where a brand name or equal specification is used in a solicitation, the solicitation shall contain explanatory language that the use of a brand name is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to limit or restrict competition.

Section 28.0 – BRAND NAME SPECIFICATIONS

28.1 Use.

Since use of a brand name specification is restrictive of product competition, it may be used only when the Town Administrator or designee makes a written determination that only the identified brand name item or items will satisfy the Town's needs.

28.2 Competition.

The Town Administrator or designee shall seek to identify sources from which the designated brand name item or items can be obtained and shall solicit such sources to achieve whatever degree of price competition is practicable. If only one (1) source can supply the requirement, the procurement shall be made under the sole source procurement provisions of the Procurement Code.

Section 29.0 – LEASE AND INSTALLMENT PURCHASE OF ASSETS

29.1 Responsibility for the financial and administrative review of all lease proposals shall be designated by the Town Administrator. The Requesting Department shall submit a Requisition with detailed backup documentation consisting, at a minimum, of a comparative value/cost analysis between outright purchase and the proposed lease, and a written justification. The Requesting Department shall present the majority recommendation along with the minority viewpoint, if any, to the Town Administrator or designee for approval. If the Town Administrator or designee approves a recommendation to proceed with the proposal, then the recommendation shall be presented to the Town Council for approval. Town Council approval is required due to the multi-fiscal year commitment required.

- a. Vendors for lease, lease-purchase, or installment purchases shall be selected competitively as prescribed in the Procurement Code.
- b. If the item procured would normally qualify as an asset, then it shall be tagged for inventory purposes upon receipt.
- c. Rentals which are generally on a month-to-month basis or of short duration do not require the approval process of this section. Rentals require the prescribed competitive vendor selection based on the estimated dollar value for the total rental period.

- d. All leases or rental agreements shall be reviewed by the Town Attorney.

Section 30.0 – OUTSOURCING

- 30.1 By Town Council and Town Administrator direction, the Town operations will be performed at the most economical cost while maintaining desired service levels. As one alternative to meet this goal, the Town periodically will call for public and private sector proposals for purposes of evaluating the cost of performing selected municipal services.

Section 31.0 – CONTINGENCY FEES PROHIBITED

- 31.1 Solicitations, contracts, and purchases made under this Code shall prohibit the payment of any compensation or other consideration to any person contingent upon or resulting from the award or making of a contract with the Town or the Town Financial Administrator other than a bona fide employee working solely for the vendor.
- 31.2 The requirements of this Procurement Code may be waived by Resolution of the Town Council, provided that such waiver is in the best interest of the health, safety, and welfare, of the Town's residents.

Section 32.0 – CONFLICTS

All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith, be and the same are hereby, repealed to the extent of such conflict.

Section 33.0 – SEVERABILITY

If any word, phrase, clause, sentence or section of this Ordinance is, for any reason, held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this Ordinance.

Section 34.0 – CODIFICATION

The Town Clerk or the Procurement Officer shall cause this Ordinance to be codified as part of the Town of Southwest Ranches, Code of Ordinances.

Section 35.0 – EFFECTIVE DATE

This Purchasing Manual shall take effect immediately upon issuance.

Section 36.0 – FEDERALLY FUNDED PROCUREMENTS

- 36.1 General Guidelines
- a. The Town recognizes that certain procurement procedures for state or federally funded programs may conflict with standard Town procedures. Pursuant to this section, these federally funded procurement procedures may enhance or supersede standard Town procedures, when applicable. Additionally, the Town Administrator is authorized to modify Town procurement procedures in order to comply with procurement procedures for state or federally funded programs.
 - b. Purchases utilizing Federal Emergency Management Agency (FEMA), or other Federal funds must conform to applicable Federal law, including: 2 CFR Part 1201 incorporating 2 CFR Part

200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” as amended from time to time.

c. **Solicitation Prohibitions.** Solicitation requirements may not contain features that unduly restrict competition including but not limited to:

1. Imposing unreasonable business requirements/qualifications for bidders or offerors.
2. Imposing unnecessary experience requirements for bidders and offerors.
3. Using prequalification procedures (except in the case of qualification-based procurement for Architect/Engineer services)
4. Making a noncompetitive award to any person or firm on a retainer contract with the recipient if that award is not for the property or services specified for delivery under the retainer contract.
5. Excessive Bonding shall not be permitted. Bid bonds and payment performance bonds shall be required for construction projects in excess of the federal small purchase threshold only.
6. Specifying only a “brand name” product without allowing offers of “an equal” product or allowing “an equal” product without listing the salient characteristics that the “equal” product must meet to be acceptable for award.
7. Specifying in-State or local geographical preferences or evaluating bids or proposals in light of in-State or local geographic preferences, even if those preferences are imposed by State or local laws or regulations.
8. Supporting or acquiescing in noncompetitive pricing practices between firms or between affiliated companies including acceptance of submission of identical bid prices for the same products by the same group of firms, or an unnatural pattern of awards that had the cumulative effect of apportioning work among a fixed group of bidders or offerors.
9. Taking any arbitrary action in the procurement process.

36.2 Compliance with State and Federal Requirements

In contracts which are financed in whole or in part by Federal or state grant funds, all requirements set forth in the grant documents or in the law, rules, and regulations governing the grant, including federal or state cost principles, shall be satisfied. To the extent that they differ from those of the Town, the cost principles of the grantor shall be used. The town will follow the procurement standards in 2 CFR §200.318 through 2 CFR §200.327 when procuring under a federal award.

- § 200.317 Procurements by states.
- § 200.318 General procurement standards.
- § 200.319 Competition.
- § 200.320 Methods of procurement to be followed.
- § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- § 200.322 Domestic preferences for procurements.
- § 200.323 Procurement of recovered materials.
- § 200.324 Contract cost and price.
- § 200.325 Federal awarding agency or pass-through entity review.
- § 200.326 Bonding requirements.
- § 200.327 Contract provisions.

The Town will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. (§200.318(d)).

The Town will endeavor to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs. (§200.318(f)).

The Town will endeavor to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost. (§200.318(g)).

The Town may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to the Town is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the Town will assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. (§200.318(j))

The Town is an entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an

affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (§200.323)).

The Town will not utilize the cost plus a percentage of cost and percentage of construction cost methods of contracting. (§200.324(d)).

The Town will make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase. (§200.325)).

36.3 Pre-Procurement

- a. The Procurement Decision Matrix (Flowchart 1) shall be used to determine the most efficient and economic method of purchase.
- b. An independent cost estimate (Exhibit 4) is required prior to bidding for all level four (4) purchases and can be obtained by:
 1. Design/engineering firm or in-house technical staff for construction work,
 2. Published price lists or past pricing with inflation factors,
 3. Independent third-party staff member not impacted by the final procurement.
- c. The “Piggybacking” Checklist (Exhibit 5) shall be completed for all piggyback purchases. Vendor shall be checked through the System for Award Management (SAM) website and for Conflict of Interest prior to piggyback purchase.
- d. A Sole Source or Single Source Purchase Form (Exhibit 6) is required for all sole or single source purchases. Sole or single sourcing shall be allowed if:
 1. The item is available only from a sole or single source;
 2. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity;
 3. After solicitation of a number of sources, competition is determined inadequate.
- e. To ensure proper regulation guidelines 2 CFR pt. 200 checklist (Exhibit 15) should be completed and the applicable steps should be adhered to, if applicable.
- f. **Contract Administration.** All contracts shall include provisions adequate to form a sound and complete agreement which shall comply with Federal laws and regulations and include all required Federal contract provisions to ensure compliance with those laws and regulations.
 1. Contracts shall include all required Federal contract clauses. See Exhibit 10 to determine applicability and Exhibit 11 for the relevant clause. Clauses include but are not limited to:

- i. Buy America Requirements
- ii. Clean Water Requirements
- iii. Lobbying
- iv. Clean Air
- v. Recycled Products
- vi. Davis-Bacon and Copeland Anti-Kickback Acts
- vii. Contract Work Hours and Safety Standards Act
- viii. Government-wide Debarment and Suspension (Non procurement)

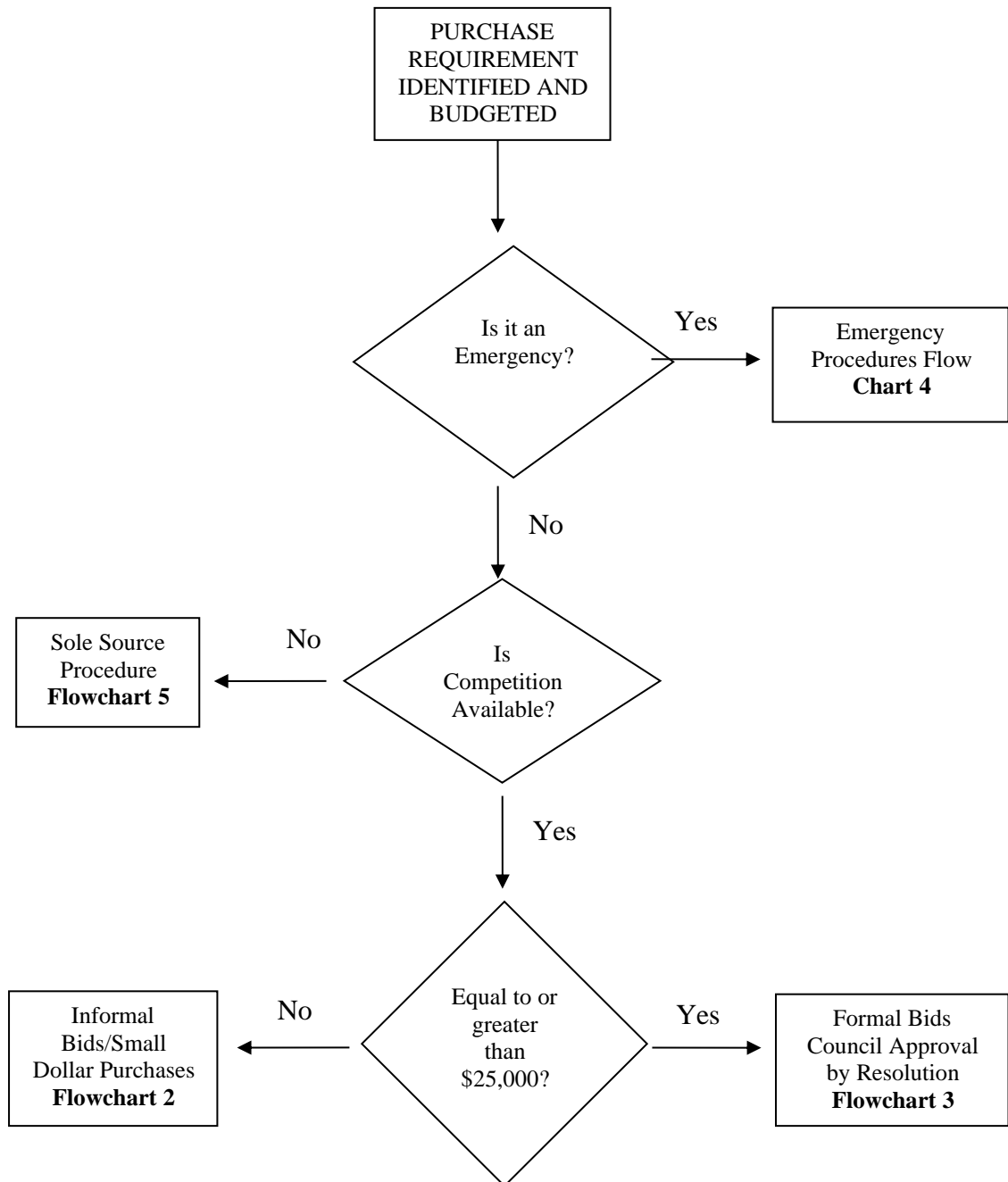
36.4 Post-Bidding

- a. The Town shall ensure that adequate competition exists by confirming that two or more responsible bidders are willing and able to compete effectively for the business.
- b. A Cost Analysis (Exhibit 8) or Price Analysis (Exhibit 7) shall be completed prior to purchase as well as a Procurement Summary (Exhibit 9). If procurement exceeds current threshold and have at least two or more bidders. The Town shall rely on FAR Part 31, Contract Cost Principals and Procedures when conducted analyses. Project costs must conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the recipient.
- c. The Procurement Officer and Department Head or designee must perform a completeness and verification checklist prior to the recommendation for award in order to consider whether the bidder meets the standards of qualification. Factors to be considered shall include whether a bidder has:
 - 1. The appropriate financial, material, equipment, facility, and personnel resources and expertise, available or the ability to obtain them, necessary to indicate its capability to meet all contractual requirements;
 - 2. A satisfactory record of performance;
 - 3. A satisfactory record of integrity;
 - 4. Ability to get bonding and insurance;
 - 5. The legal ability to contract with the Town; and
 - 6. Supplied all necessary information in connection with the inquiry concerning responsibility including, but not limited to, any licenses, permits, or organization papers required.
 - 7. Satisfactory status in the System for Award Management (SAM) system website
 - 8. No conflict of interest. An organizational conflict of interest exists:
 - i. Because of other activities, relationships, or contracts, a contractor is unable, or potentially unable, to render impartial assistance or advice;

- ii. If a contractor's objectivity in performing the contract work is or might be otherwise impaired; or
 - iii. If a contractor has an unfair competitive advantage.
- 9. The Procurement History File Checklist (Exhibit 12) and the following items are completed by the Procurement Officer to ensure proper procurement compliance:
 - i. The executed contract and notice of award;
 - ii. Performance and payment bonds, bond-related documentation, and correspondence with any sureties;
 - iii. Contract-required insurance documentation;

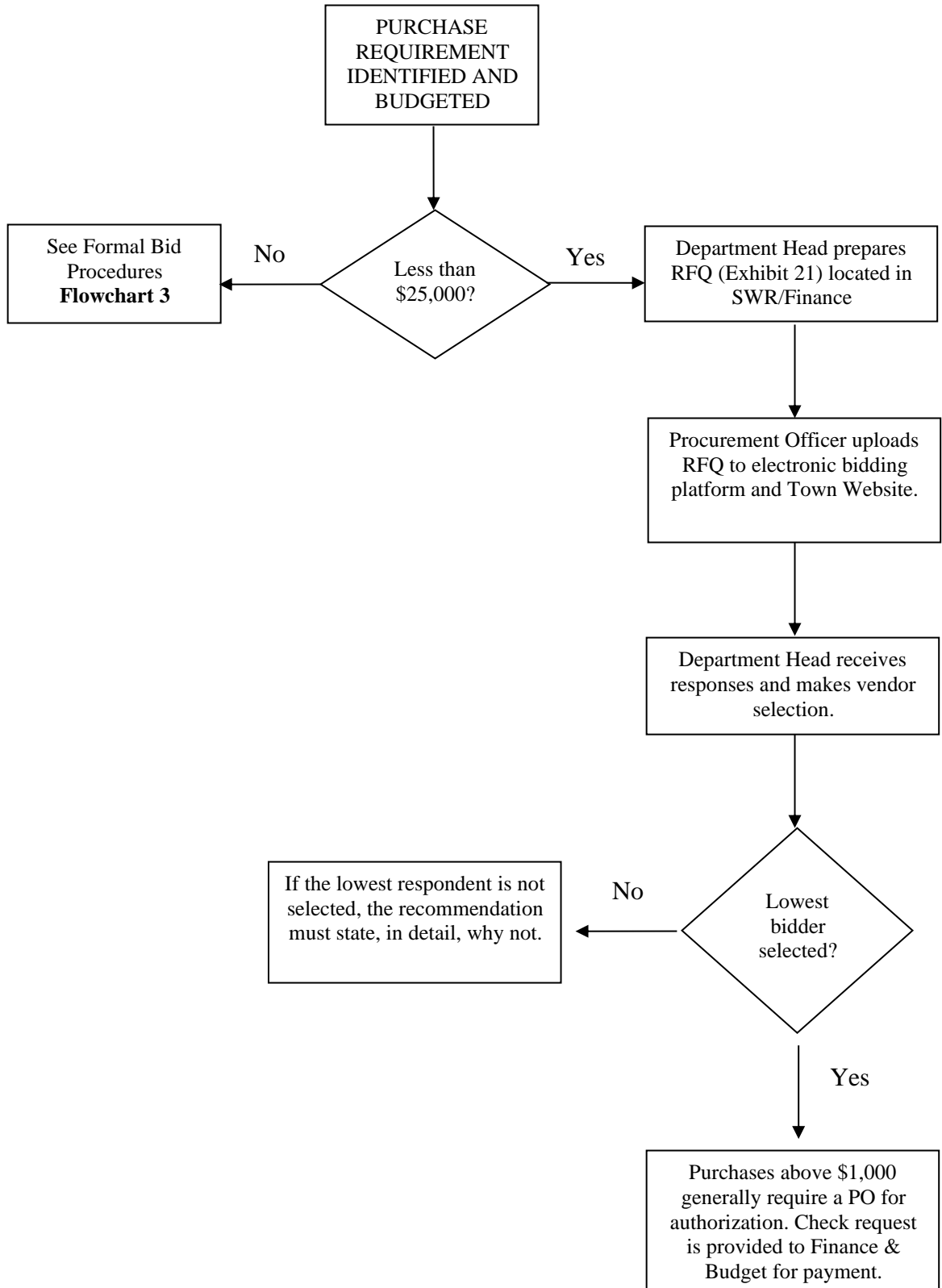
Section 37.0 – FLOWCHARTS

Flowchart 1: Procurement Decision Matrix



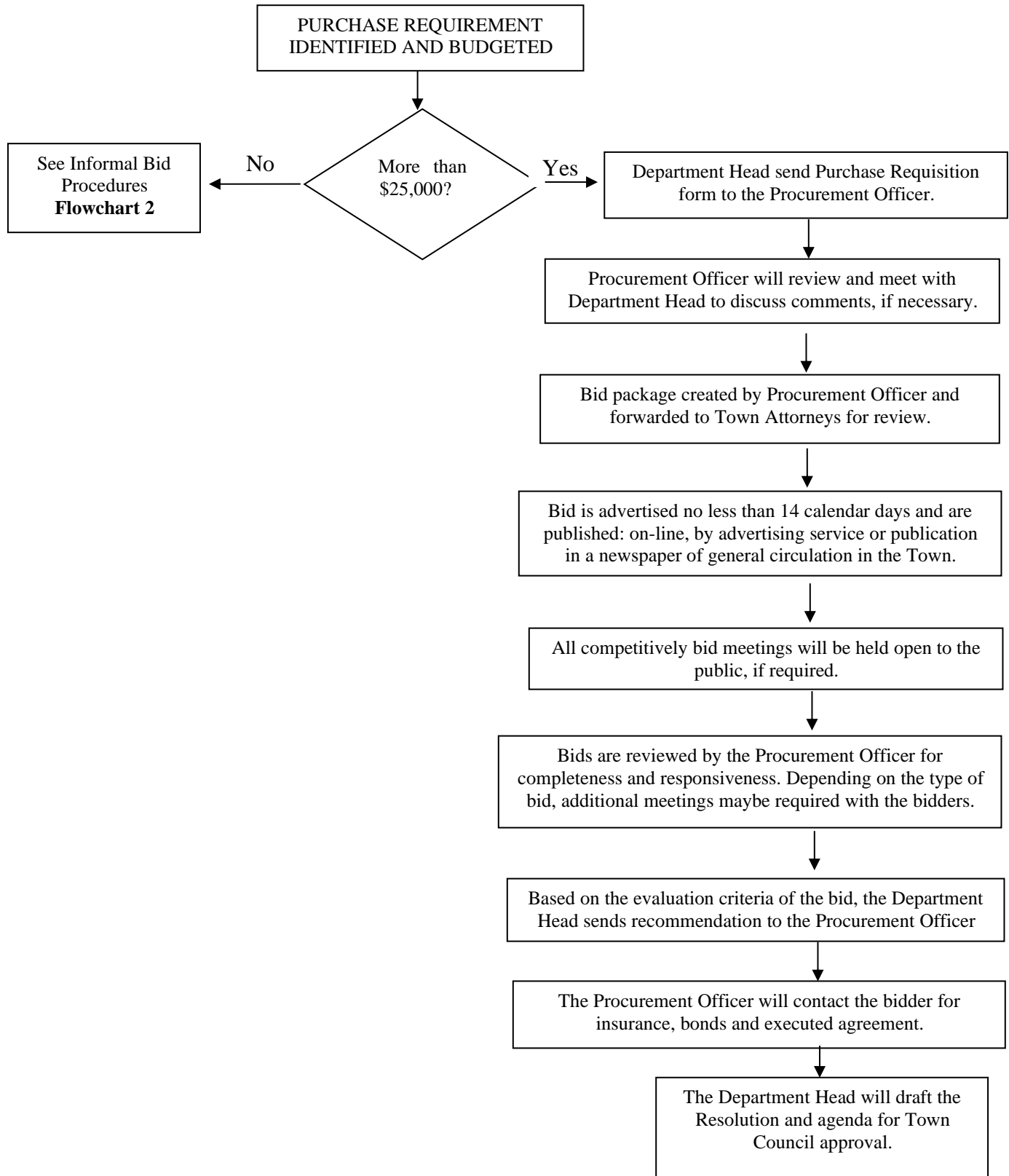
** This and all future charts are for general reference only. Please refer to the Purchasing Manual for more detailed information.*

Flowchart 2: Informal Bid Procedures



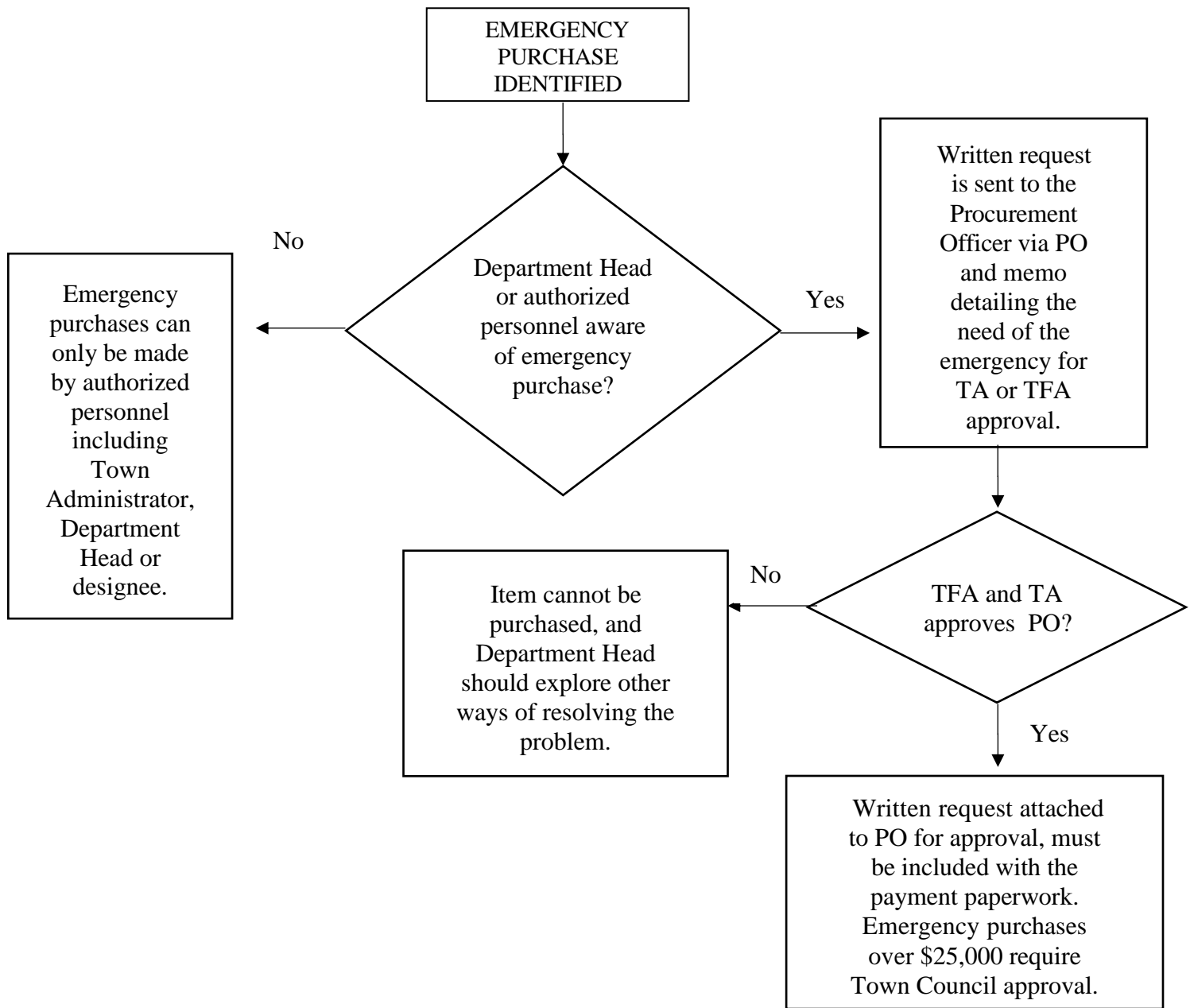
** This and all future charts are for general reference only. Please refer to the Purchasing Manual for more detailed information*

Flowchart 3: Formal Bid Procedures



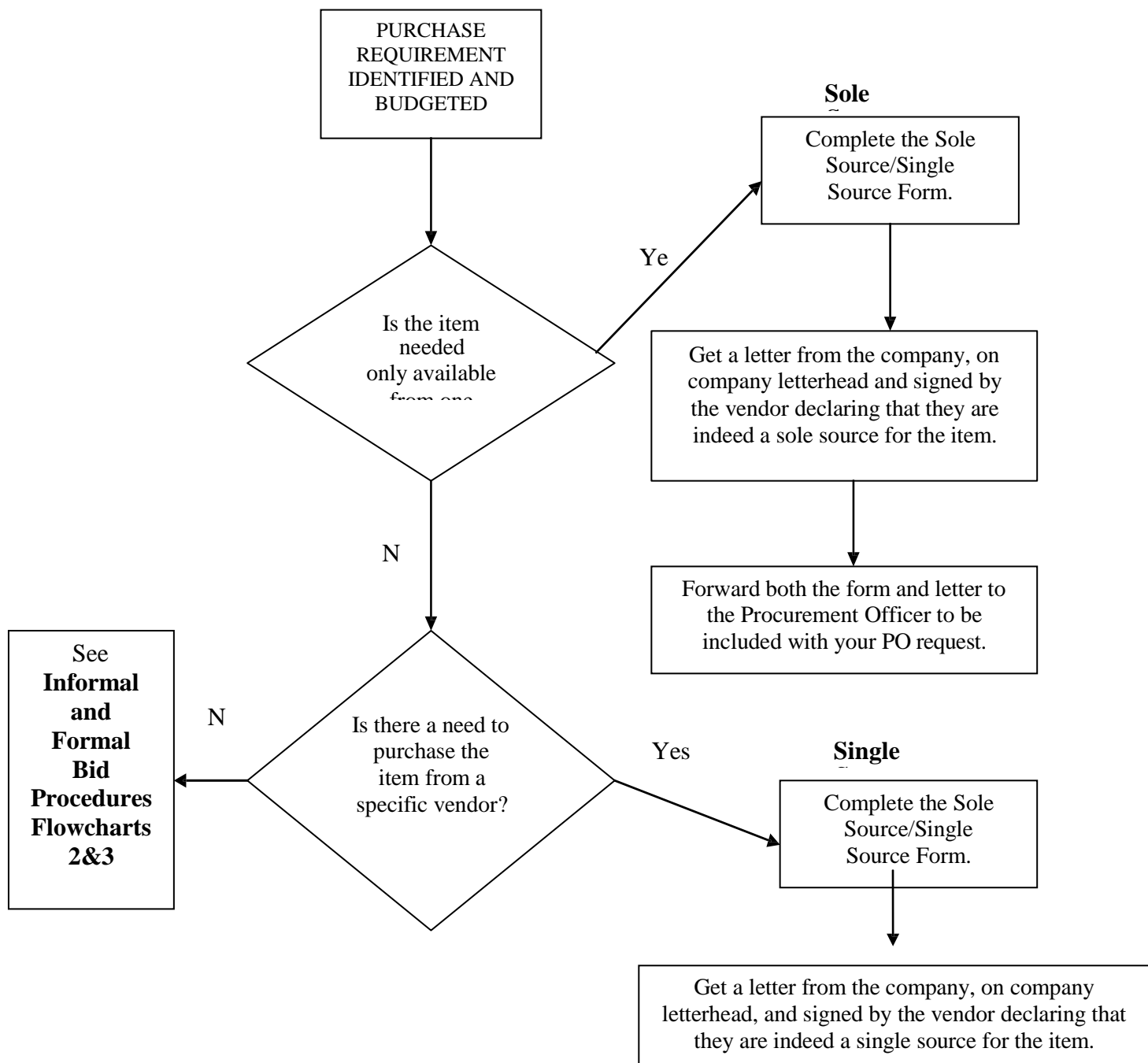
** This and all future charts are for general reference only. Please refer to the Purchasing Manual for more detailed information.*

Flowchart 4 - Emergency Purchase



** This and all future charts are for general reference only. Please refer to the Purchasing Manual for more detailed information. The exceptions to the competitive bidding procedures are Professional Services and Government and Co-Operative Bids.*

Flowchart 5 - Sole Source/Single Source Purchase



** This and all future charts are for general reference only. Please refer to the Purchasing Manual for more detailed information. The exceptions to the competitive bidding procedures are Professional Services and Government and Co-Operative Bids.*

GLOSSARY

Addenda - Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or contracts.

Actual Costs – All direct and indirect costs which have been incurred for services rendered, supplies delivered, or construction built, as distinguished from allowable costs only.

Amendment – A method of changing the terms and conditions or requirements of a contract beyond what is specifically allowed by contract. All amendments must be approved the same way as the original contract signed by the individuals holding the positions of the original signatories.

Architect-Engineer and Land Surveying Services – Those professional services within the scope of the practice of architecture, professional engineering, or land surveying, as defined by the laws of the State of Florida.

Award – The acceptance of a bid, offer or proposal by the proper authority. The Town Council must award all contracts of Level 4 limit with the exception of emergency purchases.

Inverted Purchase Orders – A Purchase Order issued for the acquisition of commodities or services over a certain period of time within the fiscal year for a specified dollar limitation. Shipments are made, as requested, against the Inverted Purchase Order number for the term of the contract or Inverted Purchase Order.

Brand Name or Equal Specification – A specification limited to one or more items by manufacturers' names or catalogue numbers to describe the standard of quality, performance, and other salient characteristics needed to meet Town requirements, and which provides for the submission of equivalent products.

Brand Name Specification – A specification limited to one or more items by manufacturers' names or catalogue numbers.

Capital Improvement Project – Any improvement which the Town undertakes which includes the construction, reconstruction, renovation, repair, modification, or demolition of any facility, building, portion of a building, utility, park, parking lot, structure, road, highway, street improvement, plant, or other improvement to real property necessary in carrying out the functions of the Town.

Change Order – A request for revision in one or more of the criteria on a Purchase Order or contract to correct errors, omissions, or discrepancies, to cover acceptable overruns or freight costs; incorporate requirements to expand or reduce the scope of goods or services ordered or the time for the provision of same; or to direct changes in contract execution to meet unforeseen regulatory or market conditions.

Commodity – Any of the various supplies, materials, goods, merchandise, equipment, and other personal property.

Competitive Bids or Competitive Offers – The receipt of bids or offers submitted by responsive, responsible and qualified bidders or offerors.

Competitive Selection and Negotiations – A method of purchasing whereby qualified professional firms are invited to submit “letters of interest” and are short-listed by an appropriately appointed evaluation committee, following which prices and other terms for a final contract are negotiated with the highest ranked firm.

Construction – The process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include the routine operation, routine repair or routine maintenance of existing structures, buildings or real property.

Consultant’s Competitive Negotiations Act (CCNA) – The common name for Section 287.055 of the Florida Statutes concerning the purchasing of architectural, engineering (including testing), landscape architecture, and registered land surveying and mapping services. These services will be procured by a letter of interest and competitive selection and negotiation.

Contract – Any agreement, regardless of style or form, for the purchasing of commodities, services or construction. It includes contracts for a fixed price, cost, cost plus a fixed fee, or incentive contracts, contracts providing for the issuance of job or task orders, leases, letter contracts, and Purchase Orders. It also includes supplemental agreements with respect to any of the foregoing.

Contract Extension – An increase in the time allowed for the contract period due to circumstances which, without fault of either party, make timely performance impracticable or impossible, or which prevent a new contract from being executed, with or without proportional increase in the total dollar amount, with any increase to be based on the method and rate previously established in the contract.

Contract Modification – Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of any contract accomplished by mutual action of the parties to the contract.

Contractor – Any person having a contract with the Town to perform a service or sell a product.

Contractual Services – The rendering by a contractor of its time and effort rather than the furnishing of specific commodities, materials, goods, equipment and other personal property. The term applies only to those services rendered by individuals and firms who are independent contractors.

Cooperative Purchasing – Purchasing conducted by, or on behalf of, more than one public purchasing unit.

Contract Renewal – Contracting with the same contractor for an additional contract period, only if pursuant to contract terms specifically providing for such renewal.

Cost-Reimbursement Contract – A contract under which a contractor is reimbursed for costs which are allowable and applicable in accordance with the contract terms and the provisions of this Ordinance, and a fee or profit, if any.

Department Head – The head of a department, section, or function area concerned.

Designee – A duly authorized representative of a person holding a superior position.

Emergency Purchase – Purchase made due to the presence of an immediate danger to the public health, safety or welfare, or other substantial loss to the Town.

Employee – An individual drawing a salary or wages from the Town, whether elected or not; any non-compensated individual performing personal services for the Town or for any department, agency, commission, council, board, or for any other entity established by the executive or legislative branch of the Town; and any non-compensated individual serving as an elected official of the Town. This definition specifically excludes all independent contractors and all other contractors with the Town.

Exigent Purchase - An exigent purchase is something that is necessary in a particular situation that requires or demands immediate aid or action to protect lives, public health or safety.

Firm Fixed-Price Contract – A contract whereby the price is fixed, not variable, for the entire life of the contract or until a set quantity of goods or services is delivered.

Franchise – A special right or privilege conferred by the Town on an individual or a corporation or other entity to do that which does not belong to citizens generally by common right.

General Services – Support services performed by an independent contractor requiring specialized knowledge, experience or expertise. The service rendered does not consist primarily of acquisition of equipment or materials. Examples of general services are janitorial, pest control services, and maintenance of equipment. General services are normally procured through requests for proposals or invitations to bid. Purchasing of general services may include subjective evaluation factors of the submitting firms.

Governmental Agency – Any department, commission, council, board, bureau, committee, institution, legislative body, agency, government corporation, or other establishment or official of the executive, legislative, or judicial branch of any government in the United States of America.

GSA Contracts – Contracts entered into by the General Services Administration of the federal government (also known as GSA schedules) and are multiple-award contracts containing prices to be utilized by all federal government agencies. GSA contracts also contain the most preferred customer clause, making the prices contained in the GSA contracts equivalent with those that are given to the most preferred customer of the vendor.

Invitation for Bid or Notice to Bid - A written solicitation for competitive sealed bids with the title, date, and hour of the public bid opening designated and specifically defining the commodity, group of commodities, or services for which bids are sought. The invitation for bid will be used when the Town is capable of specifically defining the scope of work for which a contractual service is required or when the Town is capable of establishing precise specifications defining the actual commodities required. The invitation to bid will include instructions to bidders, plans, drawings and specifications, if any, bid form and other required forms and documents to be submitted with the bid.

Invoice – A document supplied by the providing vendor which itemizes charges for the purchase of supplies, materials, equipment or services which have been furnished. It is the means by which the

supplier informs the Town of its Orders and should contain the same basic information as the Purchase Order.

Letter of Interest (Request for) – A method of selecting a vendor whereby all vendors are invited to submit a summary of their qualifications and state their interest in performing a specific job or service.

Mandatory Bid Amount – The dollar threshold at which the formal bid process is required. The mandatory bid amount is any purchase equal to or greater than twenty-five thousand dollars (\$25,000.00). The current known requirement of any commodity or service will not be divided to circumvent the requirement of the mandatory bid amount.

Master Contract – An agreement of several years' duration that provides for the use of Work Authorizations to authorize specific scopes of work as the need arises.

Negotiations for Professional Services – The act of determining terms, conditions, and prices for the performance of professional services. An appropriately appointed negotiation committee will negotiate with the top-ranked candidate from the competitive selection of professional service firms, in an attempt to reach agreement on a contract for the provision of professional services to the Town.

Notice of Award – The written notice by the Town to the apparent, successful bidder or offeror stating that upon compliance by the successful bidder or offeror with the condition's precedent to the contract within the time specified, the Town will sign and deliver the contract.

Open-end Contract – A contract whereby an indefinite quantity of supplies, services, or construction is to be procured over an identified time span, as and when needed.

Open-end Purchase Order – A purchase order whereby a vendor provides supplies, services, or construction on demand or on a prescribed schedule not to exceed a period of twelve (12) months or the mandatory bid amount. An open-ended purchase order may be used as a release and encumbrance document to authorize an agency to order any predetermined amount from an open-ended contract on an as-needed basis.

Payment and Performance bonds – Bonds of a contractor/vendor, respectively, in which a surety guarantees to the Town that the work/services will be paid for by the contractor/vendor and will be performed in accordance with the contract documents and may, at the discretion of the Town, include a letter of credit issued by a financial institution.

Piggybacking - The post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process. ("FTA Dear Colleague" letter, October 1, 1998).

Purchasing – The buying, purchasing, renting, leasing, or otherwise obtaining any commodities, services, construction or any other item(s). It also includes all functions that pertain to the obtaining of any supplies, services, construction, or any other item(s), including description of requirements, selection and solicitation of sources, preparation and award of contracts and all phases of contract administration.

Professional Services – Any services where the Town is obtaining advice, instruction, or specialized work from an individual specifically qualified in a particular area. Professional services may include a report, or written advice which may be lengthy; however, the main thrust of the service is not considered labor, but the exercise of intellectual ability. The purchasing of professional services does not lend itself to normal competitive bidding and price competition alone. These services may be procured by a letter of interest or request for proposals and selected through competitive selection and negotiation. Those services within the scope of the practice of architecture, professional engineering, landscape architect, or registered land surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered land surveyor or mapper in connection with his professional employment or practice.

Project – That fixed capital outlay, study, or planning activity described in the public notice requesting professional services. A project may constitute a grouping of minor construction, rehabilitation, or renovation activities or a project may constitute a grouping of substantially similar construction, rehabilitation, or renovation activities.

Proposals (request for RFP). – A solicitation for offers to provide a solution to a problem. An RFP is characterized by description of the desired results and a scale of how the proposals to obtain the results will be evaluated. RFP's include a price proposal which is a part of the evaluations. Negotiation on any part of the RFP is permissible with the highest ranked proposer. The RFP includes all documents whether attached or incorporated by reference, utilized for soliciting proposals.

Procurement Code – The purpose of this Procurement Code is to establish 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.

Purchase Order – Generally, required for purchases equal to or greater than one thousand dollars (\$1,000), authorizes the user Department to seek the commodities or services requested through the appropriate means. It also authorizes the vendor to ship and invoice the materials and services as specified. Also, a purchaser's document to formalize a purchase transaction with a vendor, conveying acceptance of a vendor's proposal. The purchase order should contain statements as to quantity, description and price of the supplies, services, or construction ordered and applicable terms as to payment, discounts, date of performance, transportation, insurance and other factors or suitable references pertinent to the purchase and performance by the vendor.

Qualified or Responsible Bidder / Proposer – A person who has the capability in all respects to perform fully the contract requirements and has the integrity and reliability which will assure good faith performance.

Quotation – An informal or formal notice by a vendor to the buyer stating the prices, terms and conditions under which they will furnish certain goods or services.

Request for Proposals – A written solicitation for competitive sealed proposals with the title, date, and hour of the public bid opening designated. The RFP is used when the Town is incapable of specifically defining the scope of work for which the commodity, group of commodities, or contractual service is required and when the Town is requesting that a qualified offeror propose a

commodity, group of commodities, or contractual service to meet the specifications of the solicitation document.

Requisition or Purchasing Request Form – Form used to request the purchase of commodities or services which serves to inform Purchasing, the Finance & Budget Administrator and Town Administrator of the needs of the user Department and to correctly define the material requested.

Responsible Bidder/Proposer/Offeror – A person or firm who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Bid/Proposal/Offer – A bid/proposal/offer submitted by a responsive, and responsible or qualified bidder/proposer, who conforms in all material aspects to the Invitation for Bid/ Request for Proposal.

Responsive Bidder/Proposer – A person who has submitted a bid/proposal which conforms in all material respects to the Invitation for Bid/Request for Proposal.

Single Source - Goods and/or services which may be available from more than one source but for a justifiable reason, needs to be acquired from a particular vendor.

Selection and Negotiation Committee – A group of persons appointed to rank in preferential order those professional firms or individuals interested in providing services on a particular project and to negotiate a final contract with the highest ranked firm.

Services – The furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term includes “professional services” except professional architectural, engineering, landscape architectural and land-surveying or mapping services, but does not include employment agreements or collective bargaining agreements.

Sole Brand – The only known brand or only reasonable brand capable of fulfilling the needs of the Town.

Sole Source – Goods and/or services which are propriety, or available from only one source, and for which there are no competitive alternate sources.

Specification – Any description of the physical or functional characteristics, or of the nature of a supply, or service item. It may include a description of any requirement for inspection, testing or preparing a supply or service item for delivery.

Supplies – All property, including but not limited to, equipment, material, printing and leases but specifically excluding the acquisition of leasehold interests in real property by the Town.

Surplus Property – Any supplies, vehicles, equipment, or other personal property no longer having any use to the Town. This includes obsolete supplies or equipment, scrap materials, and non-expendable supplies that have completed their useful life cycle.

Term Contract – An indefinite quantity contract wherein a party agrees to furnish commodities or contractual services during a prescribed period of time, the expiration of which concludes the contract.

Town – Shall mean The Town of Southwest Ranches.

Using Department – Any governmental body of the Town which utilizes any supplies, services, or construction procured under this Code.

When to use Exhibits?

Exhibit Number	Exhibit Name	Federally Funded Procurement	All types of Procurement
Exhibit 1	Purchase Order Form		X
Exhibit 2	Check Request Form		X
Exhibit 3	Contract Renewal Election Form		X
Exhibit 4	Independent Cost Estimate	X	
Exhibit 5	Piggybacking Checklist	X	
Exhibit 6	Sole or Single Source Purchase Form		X
Exhibit 7	Price Analysis Form	X	
Exhibit 8	Cost Analysis Form	X	
Exhibit 9	Procurement Summary	X	
Exhibit 10	Applicability of third-party contract provisions	X	
Exhibit 11	Federally Required Contract Clauses	X	
Exhibit 12	Procurement History File Checklist		X
Exhibit 13	Verbal Quote Form		X
Exhibit 14	Contract Debrief	>\$500,000	>\$500,000
Exhibit 15	2 CFR pt. 200 Checklist	X	
Exhibit 16	Purchase Requisition		X
Exhibit 17	Emergency/Exigent Purchase		X
Exhibit 18	E-Verify		X
Exhibit 19	Cone of Silence Notice		X
Exhibit 20	Informal bid / Quote Form RFQ		X
Exhibit 21	Conflict of Interest Form		X
Exhibit 22	Appendix Y (2CFR 200 standards)	X	

Fax 954 434 1490

TERMS AND CONDITIONS

Sellers providing goods or services to the Town of Southwest Ranches (referred to as the "Town") acknowledge that by delivering such goods or services agree to the following terms and conditions. Should a formal contract be executed between the Town and the Seller (whether as a result of a formal bid or not), the terms and conditions defined in that contract shall prevail over those listed here in any case of conflict.

ACCEPTANCE

This Purchase Order is Town's offer to purchase the goods and/or services described on the Purchase Order from the vendor. Vendor's written acceptance or commencement of work or shipment or delivery of an item or service call shall constitute acceptance by the vendor of the Purchase Order, its terms and conditions and applicable law. Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to the Town with (10) calendar days after date of order.

ASSIGNMENT

Vendor shall not assign the agreement its obligations or rights hereunder to any party, company, partnership, incorporation or person without prior written consent of the Town, approved by the Town Attorney.

COMPLIANCE WITH ALL LAWS

Vendor is assumed to be familiar with the and agrees to observe and comply with all federal, state and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding the work and shall obtain all necessary permits.

DEFAULT

If vendor fails to perform or comply with any provision of the Purchase Order or terms or conditions of any documents referenced and made a part hereof, Town may terminate the contract, in whole or in part, and may consider such failure or noncompliance a breach of contract. Town expressly retains all rights and remedies provided by law in case of such breach, and no action by Town shall constitute a waiver of any such rights or remedies. In the event of termination for default, Town reserves the right to purchase its requirements elsewhere, with or without competitive bidding, and vendor agrees to pay any difference in costs above those conditions in the order.

DELIVERY

Delivery of all goods shall be FOB to final destination, paid by shipper, unless otherwise set forth in the Purchase Order. If complete deliveries are not made at the time agreed, Town reserves the right to cancel the Purchase Order and/or hold vendor accountable. If the delivery dates cannot be met, the vendor agrees to notify Purchasing Department, in writing, of the earliest suggested delivery date. Town will then decide whether the proposed delivery date is acceptable.

DELIVERIES

Deliveries are to be made during the hours of 9:00 AM to 3:00 PM Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Town of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Town concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

EXCUSABLE DELAYS

The Town may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Town and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

E-VERIFY

Seller must comply with requirements under Florida Statute Chapter 448.095 and provide a copy of the registration certificate to the Town.

FORCE MAJEURE

If either party is prevented from performing its obligations hereunder as a result of government regulations, fires, strikes, or other causes beyond the control of such party, the obligation to so perform shall be suspended for a reasonable time during which such condition continues to exist. If an actual or potential labor dispute delays or threatens to delay vendor's timely performance, vendor shall immediately notify Town in writing.

GOVERNING LAW

The Purchase Order shall be governed by the laws of the State of Florida and all applicable federal laws and regulations. All obligations of the parties are performable in Broward County, Florida. The appropriate state court located in Broward County, Florida, shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

INCORPORATION

All specifications, drawings, technical information, invitation to bid, bid, award and similar items referred to or attached or which are the basis for the Purchase Order are deemed incorporated by reference as if set out fully herein.

INDEMNIFICATION

Vendor shall indemnify, defend, save and hold harmless CITY, its officers, agents and employees from all suits, claims, actions or damages of any nature, including

any attorney's fees, paralegal expenses, and court costs incurred at either the trial or appellate levels brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees. Nothing herein shall be deemed to waive the town's sovereign immunity.

INDEPENDENT CONTRACTOR

Vendor shall acknowledge that it and its employees serve as independent contractors and that CITY shall not be responsible for any payment, insurance or incurred liability.

INSPECTION AND ACCEPTANCE

All commodities delivered on this order are subject to inspection upon receipt by a representative of the Town. The Town reserves the right to reject any or all items not in conformance with applicable specifications, and vendor assumes the costs associated with such nonconformance. Acceptance of goods does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances. The Town reserves the right to inspect the goods at a reasonable time subsequent to delivery. Where commodities are rejected by the Town or where the Town revokes its acceptance, such commodities shall remain the property of the Seller and will be returned at the Seller's expense.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the Town as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the Town of Southwest Ranches' Town Administrator.

INVOICING

Vendors are required to submit invoices within ninety (90) days of the date the goods or services were delivered to the Town. Town reserves the right to not pay invoices submitted after the ninety (90) day threshold. Original invoice must be submitted to the Town of Southwest Ranches, Accounts Payable, 13400 Griffin Road, Southwest Ranches, FL 33330. Purchase Order numbers must be noted on all invoices.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable federal, state, county and local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK

If an article sold and delivered to Town hereunder shall be protected by any applicable patent, trademark or copyright, the vendor agrees to indemnify and save harmless Town, from and against any all suits, claims, judgments and costs instituted or recovered against it by any person whomever on account of the use or sale of such articles by Town in violation or right under such patent or copyright.

MATERIAL SAFETY DATA SHEETS

The vendor must supply proper Material Safety Data Sheets in compliance with OSHA's Hazard Communications Standard to Town at the time of purchase.

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction, which has been acknowledged in writing by the Town Administrator is a complete and exclusive statement of this order. Accordingly, no modification or amendment shall be binding upon the Town unless signed by the Town Administrator. The Town Attorney has approved these standard terms and conditions as to form and correctness. Accordingly, no modification of these terms and conditions shall be binding upon Town unless they are endorsed and approved by the Town Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, except a formal contract, these terms and conditions shall prevail.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

Vendor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of the agreement, or in the employment practices of Vendor. Vendor shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Vendor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Vendor covenants that it does not engage in any illegal employment practices. Vendor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest, that would conflict in any manner with the provision of its goods or performance of its services.

NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any

payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms thereof.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 440, Florida Statutes, and the Occupational Safety and Health Act of 1970. Any toxic substance delivered as part of this order must be accompanied by a Material Safety Data Sheet (M.S.D.S.)

OFFICIALS NOT TO BENEFIT

Employees or officials of Town shall not be permitted to any share or part of the Purchase Order or any benefit that may arise therefrom. Vendor agrees not to provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of Town, with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of any contract.

PACKING LISTS

An itemized packing list, bearing the Purchase Order number shall be attached to the outside of every shipping container.

PAYMENT AND TERMS

Payments shall be made by Town upon satisfactory delivery and acceptance of all items or service, and submission of a proper invoice(s) bearing the purchase description, delivery date, and/or contract number. Each Purchase Order shall be covered by separate invoice(s). Invoices are to be mailed to the address indicated on the Purchase Order. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statute 218.70, et seq.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company accompanied by a signed current IRS form W-9.

PUBLICITY

No endorsement by the Town of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

PUBLIC RECORDS; RIGHT TO AUDIT RECORDS

Town shall have the right to audit books, records, and accounts of Vendor and its subcontractors that are related to this Purchase Order. Vendor and its subcontractors shall keep such books, records and accounts as may be necessary in order to record complete and correct entries related to the project. All books, records, and accounts of Vendor and subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, vendor or subcontractor, as applicable, shall make same available at no cost to Town in written form. Such books and records shall be maintained by the Seller for a period of three (3) years from the date of final payment hereunder unless a shorter period is authorized in writing by the Town.

Written documents prepared by either the Seller or Town in furtherance of this order shall constitute a public record in accordance with Chapter 119, Florida Statutes.

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. Seller 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 Seller 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, Seller shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Seller agrees to keep and maintain public records required by the Town to perform the service in Seller's possession or control in connection with Seller's performance hereunder, 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. Seller 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 Seller does not transfer the records to the Town.

Upon completion of this Agreement, Seller agrees, at no cost to Town, to transfer to the Town all public records in possession of the Seller or keep and maintain public records required by the Town to perform the service. If the Seller transfers all public records to the Town upon completion of this Agreement, the Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Seller keeps and maintains public records upon completion of this Agreement, the Seller 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.

Vendor shall provide copies of warranties to Town with invoice. Return of merchandise not meeting warranties shall be at vendor's expense.

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

QUANTITIES

Quantities specified in the order cannot be changed without Town approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

REMEDIES

Town shall have all rights and remedies afforded under the U.C.C. and Florida law in contract and in tort, including but not limited to rejection of goods, rescission, right of act-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly sign and authorized Town order, issued by Town Administrator.

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

SEVERABILITY

If any provision of the Purchase Order is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

SUB-CONTRACTING

Vendor shall not sub-contract the Purchase Order to any other vendor without the expressed written consent of Town.

TAX

All prices included in the Purchase Order are exclusive of any Federal, State or local taxes. Town is exempt from sales tax and federal excise taxes. Sellers doing business with the Town, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Town, nor shall any Seller be authorized to use the Town tax exemption in securing such materials.

TERMINATION

Town may terminate this agreement, in part or in whole, for its convenience or the failure of the vendor to fulfill contractual obligations. Town shall terminate by delivering to the vendor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the vendor shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise).
2. Deliver to Town all information, papers, reports and other materials accumulated or

generated in performing the contract, whether completed or in progress.

If the termination is for the convenience of Town, Town shall only be liable for payment for services rendered before the effective date of the termination. If the termination is due to the failure of the vendor to fulfill its obligations under the contract, Town may:

1. Require the vendor to deliver any work described in the Notice of Termination.
2. Take over and prosecute the same to completion by contract of otherwise and the vendor shall be liable for any additional cost incurred by Town.
3. Withhold any payments to the vendor for purpose of set-off or partial payment, as the case

may be, of amounts owed by Town to the vendor.

In the event of termination for cause, Town shall be liable to the vendor for reasonable costs incurred by the vendor before the effective date of the termination. Seller will be liable for excess costs of re-procurement. Unless prohibited by applicable law, Town is not required to engage in competitive re-procurement, nor is Town required to obtain the lowest price.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code as applicable (including but not limited to Chapters 671 and 672, Florida Statutes), shall apply to and supplement the terms and conditions of this order.

ANTI-DISCRIMINATION

Seller shall not discriminate against any person in its operations, activities or delivery of services. Seller shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully sued as a basis for service deliver.

WARRANTY

Vendor warrants to Town that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased, of merchantisable quality, good workmanship, and free from defects. Vendor extends to Town all warranties allowed under the U.C.C.

TODAY'S DATE: _____

PLEASE ISSUE A CHECK IN THE AMOUNT OF: \$.

PAYMENT TO:

ADDRESS TO:

PURPOSE/DESCRIPTION: _____

MONTH: **YEAR:**

INVOICE / PO#	PO✓	BUDGET CODE #	AMOUNTS
		000-0000-000-00000	\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total:			\$ -

If New Vendor:	Attached	AVAILABLE FUNDS:	
W-9 & E-Verify attached	YES / NO	YES / NO	FINANCE DEPARTMENT

Requested By:

DEPARTMENT HEAD / ALTERNATIVE _____ **TOWN ADMINISTRATOR** _____
NAME NAME

CHECK IF REQUEST SUBJECT TO FIXED ASSET:
CAPITALIZATION ☐ **CONTROL** ☐

MAIL TO VENDOR (Y/N): Y DELIVER CHECK TO: _____

INVOICE, RECEIPTS, APPLICATIONS OR OTHER DOCUMENTATION MUST BE SUBMITTED WITH CHECK REQUEST

rev 11-30-2021

EXHIBIT 3: CONTRACT RENEWAL ELECTION



Town of Southwest Ranches, Florida Contract Renewal Election

Description of Contracted Services _____

Procurement Number, if applicable _____ Reso #: _____

Vendor Name _____

Initial Contract Date: _____

Renewal Period Election: From _____ To _____

Return the form via email: _____ or fax: _____

Return the form by: _____

Select if Accept Renewal Period Election: Yes ☐ No ☐

Any permissible changes in terms or conditions Yes ☐ No ☐
(If yes, please attach documentation indicating the proposed changes)

Authorized Vendor (Print Name) _____ Tel: _____

Authorized Vendor Signature _____ Date _____

[Note: Town's acceptance of the proposed renewal terms shall constitute notice, in accordance with the above-referenced Contract, of the Town's election to renew the Contract on the terms set forth therein, except as otherwise modified herein.]

For Town Authorized Use Only

Select if accept renewal Terms Yes ☐ No ☐

Town Authorized Personnel (Print Name) _____

Town Authorized Personnel (Print Title) _____

Town Authorized Personnel Signature _____ Date _____

Rev 8/15/2018

EXHIBIT 4: INDEPENDENT COST ESTIMATE (If Required for Federally Funded Procurements, unless specifically exempted.)

Contract Type: _____ Date of Estimate: _____

Description of Goods / Service: _____

Method of Obtaining the Estimate:

I have obtained the following estimate from:

- ☐ Published Price List / Past pricing (date) _____
- ☐ Engineering or technical estimate
- ☐ Independent Third-Party estimate
- ☐ Other (specify) _____

Cost Estimate Details:

Through the method stated above it has been determined that the total cost of the goods/services is expected to be:

\$_____. Please attach details.

[For complex items or tasks, attach detailed spreadsheet(s) explaining rationale.]

Name and Signature of Preparer:

The preceding cost estimate was obtained or prepared by:

(Print name)

(Signature)

** Note: This form is needed to satisfy 2 CFR pt. 200 requirements and must be completed prior to purchasing goods or services..*

EXHIBIT 5: PIGGYBACKING (AKA Cooperative Agreement) CHECKLIST, (If Required for Federally Funded Procurements, unless specifically exempted.)

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

WORKSHEET		YES	NO
1.	Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post- Delivery audits?		
2.	Does the solicitation and contract contain an express “assignability” clause that provides for the assignment of all or part of the specified deliverables?		
3.	Did the Contractor submit the “certifications” required by Federal regulations? See BPPM Section 4.3.3.2.		
4.	Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.		
5.	Were the piggybacking quantities included in the original solicitation, i.e., were they in the original bid and were they evaluated as part of the contract award decision?		
6.	If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?		
7.	If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?		
8.	Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?		
9.	Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files.		
10.	Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.		
11.	Were geographical preferences included in the original solicitation/contract?		
12.	Vendor checked through the System for Award Management (SAM) system.		
13.	Does the vendor have any conflicts of interest with the Town of Southwest Ranches?		

Note: This worksheet is based upon excerpts derived from the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—*Joint Procurements of Rolling Stock and “Piggybacking,”*

Department Head of Designee Name: _____

Department Head or Designee Signature: _____ Date: _____

** Note: This form is needed to satisfy 2 CFR pt. 200 requirements and must be completed prior to purchasing goods or services.*

EXHIBIT 6: SOLE SOURCE OR SINGLE SOURCE PURCHASE FORM



TOWN OF SOUTHWEST RANCHES



SOLE SOURCE OR SINGLE SOURCE PURCHASE FORM

VALID FOR twelve months after completion

Procurement by noncompetitive proposals may be used only when the award of contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

Check One:

☐ The item is available only from a single source (sole source justification is attached).

☐ Federal Awarding Agency or Pass-Through Agency authorizes noncompetitive negotiations (letter of authorization is attached).

☐ After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).

Vendor Name: _____

Vendor Address: _____

Vendor Phone Number: _____

***Please include a signed letter on company letterhead from the selected vendor declaring they are indeed a sole or single source for the item(s) being purchased.**

How many individuals, companies, and/or manufacturers were contacted about this purchase:

If **sole source purchase**, please explain the characteristic(s) of the product or service that limits competitive bidding. (See Purchasing Manual definition section for a definition of sole source purchase.)

If **single source purchase**, please explain the characteristic(s) of the product or service that limits competitive bidding. (See Purchasing Manual definition section for a definition of a single source purchase.)

Department Director Signature: _____

Date: _____

Procurement Officer Signature: _____

Date: _____

EXHIBIT 7: PRICE ANALYSIS (If Required for Federally Funded Procurements, unless specifically exempted.)

PO / Contract: _____

The evidence compiled by a price analysis includes one or more of the following:

- Developing and examining data from multiple sources whenever possible that prove or strongly suggest the proposed price is fair.
- Determining when multiple data consistently indicate that a given price represents a good value for the money.
- Documenting data sufficiently to convince a third party that the analyst's conclusions are valid.

The pricing quoted on the attached sheet(s) is deemed to be fair and reasonable based on at least one of the following types of analysis:

_____ Comparison with competing suppliers' prices or catalog pricing for the same item. (Attach supporting quotes or catalog pages.)

_____ Comparison of proposed pricing with in-house estimate for the same item. (Attach signed in-house estimate and explain factors influencing any differences found.)

_____ Comparison of proposed pricing with historical pricing from previous purchases of the same item, coupled with market data such as Producer Price Index or Inflation Rate over the corresponding time period. (Attach data and historical price record).

_____ Analysis of price components against current published standards, such as labor rates, dollars per pound etc. to justify the price reasonableness of the whole. (Attach analysis to support conclusions drawn.)

DATE: _____

Attachments:

PREPARED BY _____

** Note: Use Price or Cost analysis form to satisfy 2 CFR pt. 200 requirements after purchasing goods or services.*

**EXHIBIT 8: COST ANALYSIS FORM (If Required for Federally Funded Procurements,
unless specifically exempted.)**

				PAGE OF		
COST ANALYSIS SUMMARY (For New Contracts Including Letter Contracts) (See Instructions below)						
SOLICITATION #			SUPPLIES AND/OR SERVICES TO BE FURNISHED			
PREPARER'S NAME, DEPARTMENT, TITLE, PHONE						
DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED			APPROVAL SIGNATURE			
DETAIL DESCRIPTION OF COST ELEMENTS			Vendor A Proposal	Vendor B Proposal	Independent Estimate	Analysis
1. DIRECT MATERIAL						
A. PURCHASED PARTS						
B. SUBCONTRACTED ITEMS						
C. OTHER - (1) RAW						
(2) STANDARD COMMERCIAL ITEMS						
TOTAL DIRECT MATERIAL						
2. MATERIAL OVERHEAD (RATE % x \$ BASE *)						
3. DIRECT LABOR	ESTIMATED HOURS	RATE/ HOUR	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
TOTAL DIRECT LABOR						
4. LABOR OVERHEAD			Vendor A \$)	Vendor B (\$)	Independent Estimate	Variance
	OH Rate					
	X BASE (labor total above)					
	TOTAL LABOR OVERHEAD					
5. OTHER DIRECT COSTS			Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
A. SPECIAL						
TOTAL SPECIAL						

B. TRAVEL				
(1) TRANSPORTATION				
(2) PER DIEM OR SUBSISTENCE				
<i>TOTAL TRAVEL</i>				
DETAIL DESCRIPTION OF COST ELEMENTS (continued)	Vendor A (\$)	Vendor B (\$)	Independent Estimate	Variance
C. INDIVIDUAL CONSULTANT SERVICES				
<i>TOTAL INDIVIDUAL CONSULTANT SERVICES</i>				
D. OTHER				
<i>TOTAL OTHER</i>				
<i>E. SUBTOTAL DIRECT COST AND OVERHEAD</i>				
6. GENERAL AND ADMINISTRATIVE (G&A) RATE %				
X \$ BASE (Use 5.E above)				
7. ROYALTIES (if any)				
8. <i>SUBTOTAL ESTIMATED COST</i>				
9. CONTRACT FACILITIES CAPITAL AND COST OF				
10. <i>SUBTOTAL ESTIMATED COST</i>				
11. FEE OR PROFIT				
12. <i>TOTAL ESTIMATED COST AND FEE OR PROFIT</i>				
13. Discounts				
14. Option Costs (specify)				
15. ADJUSTED COST				

Note: Use Price or Cost analysis form to satisfy 2 CFR pt. 200 requirements after purchasing goods or services. Please see page 40 post-procurement guidelines.

FEDERAL COST PRINCIPALS

Costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the TOWN. Chapter IV, Section 4 C4220.1F states FTA assistance may support contract costs or prices based on estimated costs only if the costs incurred or cost estimates included in negotiated prices comply with applicable Federal cost principles, and the property or services are eligible for Federal assistance under the terms of the underlying grant or cooperative agreement.

ANALYSIS GUIDELINES

1. DIRECT MATERIAL

A. Analyze Purchased Parts: Provide a consolidated price analysis of material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

B. Subcontracted Items: Analyze the total cost of subcontract effort and supporting written quotations from the prospective subcontractors

C. Other:

(1) Raw Material: Review any materials in a form or state that requires further processing. Analyze priced quantities of items required for the proposal. Consider alternatives and total cost impact.

(2) Standard Commercial Items: Analyze proposed items that the offeror will provide, in whole or in part, and review the basis for pricing. Consider whether these could be provided at lower cost from another source.

2. MATERIAL OVERHEAD

Verify that this cost is not computed as part of labor overhead (item 4) or General and Administrative (G&A) (Item 6).

3. DIRECT LABOR

Analyze the hourly rate and the total hours for each individual (if known) and discipline of direct labor proposed. Determine whether actual rates or escalated rates are used. If escalation is included, analyze the degree (percent) and rationale used. Compare percentage of total that labor represents for each bid.

4. LABOR OVERHEAD

Analyze comparative rates and ensure these costs are not computed as part of G&A. Determine if Government Audited rates are available,

5. OTHER DIRECT COSTS

A. Special Tooling/Equipment. Analyze price and necessity of specific equipment and unit prices.

B. Travel. Analyze each trip proposed and the persons (or disciplines) designated to make each trip.

Compare and check costs.

C. Individual Consultant Services. Analyze the proposed contemplated consulting. Compare to independent estimate of the number of services estimated to be required and match the consultants' quoted daily or hourly rate to known benchmarks.

D. Other Costs. Review all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment and provide bases for pricing. Scan for duplication or omissions.

6. GENERAL AND ADMINISTRATIVE EXPENSE

See notes on labor overhead above and check whether the base has been approved by a Government audit agency for use in proposals.

7. ROYALTIES

If more than \$250, analyze the following information for each separate royalty or license fee; name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part of model numbers or each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties,

8. SUBTOTAL ESTIMATED COST

Compare the total of all direct and indirect costs excluding Cost of Money and Fee or Profit. Note reasons for differences.

9. CONTRACT FACILITIES CAPITAL AND COST OF MONEY

Analyze the offerors' supporting calculations and compare to known standards.

10. SUBTOTAL ESTIMATED COST

This is the total of all proposed costs excluding Fee or Profit. Determine the competitive range. Question outliers.

11. FEE OR PROFIT

Review the total of all proposed Fees or Profit.

12. TOTAL ESTIMATED COST AND FEE OR PROFIT

Analyze the range of total estimated costs including Fee or Profit and explain variance to independent estimate. Identify areas for negotiation or areas to be challenged. Explain your conclusions regarding fair and reasonable pricing.

13. DISCOUNTS Review basis for Discounts and range between offers.

ATTACH NARRATIVE COST ANALYSIS MEMO ADDRESSING ITEMS AS INSTRUCTED ABOVE.

**EXHIBIT 9: PROCUREMENT SUMMARY (If Required for Federally Funded
Procurements)**

Date: _____ Completed by: _____
PO / Contract No. _____
Source of Funding: _____

Method of Procurement

_____ Competitive RFP: _____ Competitive Bid: _____
_____ Sole / Single Source: _____

Adequate # of Sources Solicited? Yes/No and # _____

Justification if Non-Competitive:

Reason for the Procurement

Contract Type: _____

Rationale for contract type: _____

Reason for Contractor selection or rejection: _____

Evaluation results were: _____

Basis for Contract Price: _____

Accepted contractor's proposed pricing: _____

Negotiated Price (attached memorandum) _____

Other: _____

Price or Cost Analysis:

The price offered by the supplier was within % of the independent estimate, and variance between the offerors constituted a range of . The competitive range was determined to be from \$

Pricing discrepancies between the offers was attributed to

Other sources/data used to affirm price reasonableness were

EXPLAIN:

Evaluation of Options, if any: _____

Exercise of Options, if any: _____

Award _____ **Date of contract award:** _____

Council Approval (Attach Meeting Minutes): _____

** Note: This form is needed to satisfy 2 CFR pt. 200 requirements and must be completed after purchasing goods or services.*

EXHIBIT 10 APPLICABILITY OF THIRD-PARTY CONTRACT PROVISIONS
(If Required for Federally Funded Procurements, unless specifically exempted.)

(Excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	Professional Services/A &E	Operations/ Management	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All
Access to Third Party Contract Records	All	All	All	All
Changes to Federal Requirements	All	All	All	All
Termination *	>\$10,000 if 49 CFR Part 18 applies	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.	>\$10,000 if 49 CFR Part 18 applies.
Civil Rights (Title VI, EEO, ADA) *	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Disadvantaged Business Enterprises (DBEs)	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$100,000	>\$100,000
Resolution of Disputes, Breaches, or Other Litigation	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Water	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Cargo Preference			For property transported by ocean vessel.	For property transported by ocean vessel.
Fly America	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.	For foreign air transport or travel.
Davis-Bacon Act			>\$2,000 (Including ferry vessels)	
Contract Work Hours and Safety Standards Act		>\$100,000 (Except transportation services)	>\$100,000	>\$100,000 (Including ferry vessels)

PROVISION	Professional Services/A&E	Operations/ Management	Construction	Materials & Supplies
Copeland Anti-Kickback Act Section 1 Section 2				All All exceeding \$2,000 (Including ferry vessels)
Bonding				\$100,000
Seismic Safety	A&E for New Buildings & Additions			New Buildings
Transit Employee Protective Arrangements		Transit Operations		
Charter Service Operations		All		
Drug Use and Testing		Transit Operations		
Alcohol Misuse and Testing		Transit Operations		
Patent Rights**	Research & Development			
Rights in Data and Copyright Requirements	Research & Development			
Energy Conservation	All	All	All	All
Recycled Products		Contracts for items designated by EPA, when procuring \$10,000 or more per year		Contracts for items designated by EPA, when procuring \$10,000 or more per year
Conformance with ITS National Architecture	ITS Projects	ITS Projects	ITS Projects	ITS Projects
ADA Access	A&E	All	All	All
Notification of Federal Participation for States	Limited to States	Limited to States	Limited to States	Limited to States
DHS Seal, Logo, Flags	All FEMA	All FEMA	All FEMA	All FEMA
Compliance with Federal Law, Regulation & Executive Orders	All FEMA	All FEMA	All FEMA	All FEMA

*APPLIES TO ALL FEMA CONTRACTS NO MATTER THE AMOUNT

** DOES NOT APPLY TO FEMA PUBLIC ASSISTANCE WORK CONTRACTS

**Note: This form is needed to satisfy 2 CFR pt. 200 requirements and must be completed prior to purchasing goods or services.*

**EXHIBIT 11: FEDERALLY REQUIRED CONTRACT CLAUSES (If required for
Federally Funded Procurements, unless specifically exempted.)**

1. Fly America Requirements
2. Buy America Requirements
3. [Reserved]
4. Cargo Preference Requirements
5. Seismic Safety Requirements
6. Energy Conservation Requirements
7. Clean Water Requirements
8. [Reserved]
9. Pre-Award and Post Delivery Audit Requirements
10. Lobbying
11. Access to Records and Reports
12. Federal Changes
13. Bonding Requirements
14. Clean Air
15. Recycled Products
16. Davis-Bacon and Copeland Anti-Kickback Acts
17. Contract Work Hours and Safety Standards Act
18. [Reserved]
19. No Government Obligation to Third Parties
20. Program Fraud and False or Fraudulent Statements and Related Acts
21. Termination
22. Government-wide Debarment and Suspension (Non procurement)
23. Privacy Act
24. Civil Rights Requirements
25. Breaches and Dispute Resolution
26. Patent and Rights in Data
27. Transit Employee Protective Agreements
28. Disadvantaged Business Enterprises (DBE)
29. [Reserved]
30. [Reserved]
31. Drug and Alcohol Testing
32. Veteran's Preference/Employment

** Note: This form is needed to satisfy 2 CFR pt. 200 requirements and must be completed prior to purchasing goods or services.*

EXHIBIT 12: PROCUREMENT HISTORY FILE CHECKLIST

CONTRACT NUMBER _____
CONTRACTOR NAME _____
CONTRACT AWARD DATE _____
CONTRACT AMOUNT _____
CONTRACT START DATE _____

		Responsible	In File	N/A
1.	Procurement Request	Dept. Head		
2.	Funding/Accounting Code. Please insert here: _____	Dept. Head		
3.	Independent Cost Estimate	Dept. Head and Purchasing		
4.	Statement of Work (specifications)	Dept. Head		
5.	Procurement Plan & Timeline	Purchasing & Dept. Head		
6.	Single or Sole Source Justification	Dept. Head		
7.	Procurement Summary	Purchasing		
8.	Pre-solicitation publication approvals	Dept. Head		
9.	Advertising	Purchasing		
10.	Pre-bid or proposal notes/Q&A	Dept. Head and Purchasing		
11.	Pre-bid or proposal Sign-in Sheet	Purchasing		
12.	Bid/proposal & solicitation opening Sign-in Sheet	Purchasing		
13.	"No bid" letters or offeror disqualification	Purchasing		
14.	Price or Cost analysis	Dept. Head and Purchasing		
15.	Negotiation correspondence	Purchasing &/ Legal		
16.	Contractor responsibility determination (Completeness and Verification checklists)	Purchasing		
17.	Notice of Intent to Award	Purchasing		
18.	Protests	Purchasing		
19.	Signed (conformed) contract	Purchasing and Town Clerk		
20.	Council Resolution	Dept. Head		
21.	Council Communication	Dept. Head		

EXHIBIT 13: VERBAL QUOTE FORM

Date: _____

Company Name: _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Email: _____

Scope of Services: _____

Description of Goods or Services	Qty	Amount	Total

Department Head or designee Name: _____

Department Head or designee Signature: _____

EXHIBIT 14: CONTRACT DEBRIEF FORM



TOWN OF SOUTHWEST RANCHES CONTRACTS (>\$500,000) DEBRIEF FORM

Today's Date: _____ Date Awarded: _____

Bid Number: _____ Contract Amount (>\$500,000): _____

Bid Description: _____

Vendor: _____

Legal Staff Attendee: _____

Finance & Budget Staff Attendee: _____

Department Head Attendee: _____

Other attendee: _____

Other attendee: _____

Meeting Notes: _____

Date Notes dispersed to Attendees: _____

EXHIBIT 15: 2 CFR pt. 200 CHECKLIST (Example if Required for Federally Funded Procurements, unless specifically exempted.)

**Checklist for Reviewing Procurements Under Grants by Non-Federal Entities
(States, local and tribal governments, Institutions of Higher Education, Hospitals,
and private non-profit organizations) –
2 CFR pt. 200**

This checklist was created to assist FEMA recipients and subrecipients in complying with the federal requirements that procurements must meet in order for FEMA to reimburse eligible expenses. Importantly, this checklist is intended to provide general guidance only and does not provide a detailed explanation of the Federal procurement requirements – it is not intended to serve as legal advice and FEMA makes no guarantee that adherence to this checklist will result in full reimbursement of eligible expenses. To understand the requirements fully, the user should review the provisions of [2 C.F.R. § 200.317 – 326](#), which is the source of these requirements. FEMA’s in – depth guidance on these provisions can be found in its *Supplement to the Public Assistance Field Manual*. In addition, the user may review FEMA’s Field Manual, [Public Assistance Grantee and Subgrantee Procurement Requirements](#), which is available on the internet by searching for “FEMA Procurement Field Manual.” While the Field Manual was drafted to specifically address the Federal procurement standards that were in effect prior to 26 December 2014 ([44 C.F.R. § 13.36\(a\)-\(i\) – States, Local and Tribal Governments](#); and [2 C.F.R. § 215.40-48 – Institutions of Higher Education, Hospitals, and other Non-Profit Organizations](#)), many of the concepts are similar or identical in substance, and thus remains an excellent tool for navigating the current Federal procurement standards. If any questions arise, please contact your servicing attorney or legal counsel for assistance.

2 C.F.R. § 200.317 – 326 became effective on December 26, 2014. For disasters (and their associated projects) declared prior to that date, the relevant procurement standards can continue to be found in 44 C.F.R. § 13.36(a)-(i) (States, local and tribal governments) and 2 C.F.R. § 215.40-48 (Institutions of Higher Education, Hospitals, and Private Non-Profits).¹ As indicated above, while many of the concepts are similar or identical, there are some substantive differences between the old and the new standards. Accordingly, this checklist should not be used for procurements associated with declarations issued prior to 26 December 2014. Instead, see procurement standards Checklists 13.36 and 215.²

Instructions: Each standard below is followed by a block for “Yes”, “No”, or in some cases, “Not applicable”. **Red font** is used to indicate the response which, if checked, indicates that the contract

¹ This includes projects associated with declarations issued prior to 26 December 2014, regardless of project start date. For example, if a disaster was declared on 1 November 2014, but contracting for a project under that declaration did not begin until 1 April 2015, then a State (or state agency/instrumentality) would still utilize the old procurement standards found at 44 C.F.R. § 13.36(a); local and tribal governments would follow § 13.36(b)-(i); and Institutions of Higher Education, Hospitals, and Private Non-Profits would use 2 C.F.R. §§ 215.40-48.

² 2 C.F.R. §200.110 provides prospective applicants with the option of exercising a “grace period,” which allows the prospective applicant to continue to use the old procurement standards at 13.36 or 215 for an additional two (2) fiscal years beginning on the first fiscal year after 26 December 2014. The fiscal year is based upon the prospective applicant’s own fiscal year. In order to utilize this exception, the prospective applicant is required to affirmatively elect its use through the documentation of this decision in its contract records.

does not comply with federal requirements.

The term “non-Federal entity” (NFE) below refers to the entity that is conducting the procurement action (i.e., the state, local, or tribal government or private-non-profit entity).

1. Does the procurement comply with the State’s own procurement laws, rules, and procedures? §200.317 ☐ Yes ☒ No
2. Does the procurement comply with the requirement to make maximum use of recovered/recycled materials? § 200.317, § 200.322. ☐ Yes ☐ No ☐ N/A – **work does not involve the use of materials (e.g., debris removal or otherservices)**
3. Does the contract include the following clauses?³
 - a. *If the contract amount exceeds \$150,000⁴*, does it address **administrative, contractual, or legal remedies** in instances where contractors violate or breach contract terms, and provide for sanctions and penalties? ☐ Yes ☒ No ☐ N/A
 - b. *If the contract amount exceeds \$10,000*, does it address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement? ☐ Yes ☒ No ☐ N/A
 - c. *If the contract is for construction*, does it include the required **Equal Employment Opportunity clause**?⁵ ☐ Yes ☒ No ☐ N/A
 - d. *For construction contracts exceeding \$2,000 awarded under a Federal grant*, does the contract include a **Davis-Bacon Act clause** and **Copeland “Anti- Kickback” Act clause**⁶ addressing prevailing wage rates? [Note that Public Assistance and Hazard Mitigation Grant Program contracts do NOT require these clauses.] ☐ Yes ☒ No ☐ N/A
 - e. *If the contract amount exceeds \$100,000 and involves the employment of mechanics or laborers*, does the contract include a **Contract Work Hours and Safety Standards**

³ See Appendix II of 2 CFR part 200. See also, PDAT Field Manual, section IV.H for a detailed discussion of these clauses. Sample clauses and templates can be found in the Required Contract Clauses 2 CFR 200.326 and 2 CFR Part 200 Appendix II.

⁴ \$150,000 is the current dollar threshold for the simplified acquisition threshold, as authorized by 41 U.S.C. § 1908.

⁵ The EEO clause can be found at [41 C.F.R. § 60-1.4\(b\)](#).

⁶ The clause may read as follows: 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.

clause?

☐ Yes ☒ No ☐ N/A

- f. Rights to Inventions Made Under a Contract or Agreement.⁸ ☐ N/A
- g. *If the contract or subgrant amount exceeds \$150,000, does the contract include clauses addressing the **Clean Air Act and the Federal Water Pollution Control Act**?⁹* ☐ Yes ☒ No ☐ N/A
- h. *Does the contract include a **Suspension and Debarment clause**?¹⁰* ☐ Yes ☒ No¹¹
1. *Does the contract include an Anti-Lobbying clause?¹²* ☐ Yes ☒ No
 2. For contracts exceeding \$100,000, have bidders submitted an Anti-Lobbying Certification? ☐ Yes ☐ No ☐ N/A
- i. *Does the contract include a clause requiring the contractor to maximize use of recovered/recycled materials?*
☐ Yes ☒ No ☐ N/A – work does not involve the use of materials (e.g., debris removal or other services)

If a State agency is awarding the contract, stop here. If the contract is being awarded by a local or tribal government or private nonprofit entity, continue with the checklist.



⁷ Must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

⁸ As FEMA does not award grants or subgrants associated with research and development projects, this contract clause is inapplicable.

⁹ As FEMA does not award grants or subgrants associated with research and development projects, this contract clause is inapplicable.

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).

¹⁰ See, PDAT Manual, pps. 99-100 for sample text.

¹¹ A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov) as suspended or debarred, CANNOT be awarded a contract funded with Federal assistance.

¹² See PDAT Manual, pgs. 127-129. The clause may read substantially as follows:

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

4. General requirements¹³

- a. *Does the procurement comply with the NFE's*¹⁴ *own procurement laws, rules, and procedures?* §200.318(a)
☐ Yes ☐ No
- b. *Does the NFE maintain contract oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders?*§200.318(b)
☐ Yes ☐ No
- c. Does the NFE have - §200.318(c)(1):
1. Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts?
☐ Yes ☐ No
 2. Any employee, officer, or agent participating in the selection, award, or administration of a contract supported by a Federal award that has an actual or apparent conflict of interest?¹⁵
☐ Yes ☐ No
 3. Any employee, officer, or agent that has solicited and/or accepted gratuities, favors, or anything of monetary value from contractors or parties to subcontracts?¹⁶
☐ Yes ☐ No
 4. Written standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. ☐ Yes ☐ No
- d. If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, does the non-Federal entity have written standards of conduct covering organizational conflicts of interest? § 200.318(c)(2)¹⁷ ☐ Yes ☐ No ☐ N/A
- e. The NFE must avoid acquisition of unnecessary or duplicative items. Has the NFE *considered* consolidating or breaking out procurements to obtain a more economical

¹³ See, 2 C.F.R. § 200.318

¹⁴ Non-Federal Entity (NFE)

¹⁵ Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

¹⁶ However, NFEs may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

¹⁷ Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the NFE is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

purchase? Where appropriate, has the NFE considered lease versus purchase alternatives?
§ 200.318(d)

☐ Yes ☐ No

- f. *Is the contract being awarded to a responsible contractor possessing the ability to perform successfully under the terms and conditions of the proposed procurement, giving consideration to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources?* § 200.318(h) ☐ Yes ☐ No
- g. *Is the NFE keeping records sufficient to detail the history of the procurement, including, but not limited to, records documenting the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price?* § 200.318(i) ☐ Yes ☐ No
- h. Is the contract a time-and-materials contract?¹⁸ § 200.318(j) ☐ Yes ☐ No
 - 1. If so, has the NFE documented why no other contract is suitable? ☐ Yes ☐ No
- i. Does the contract include a ceiling price that the contractor exceeds at its own risk?
☐ Yes ☐ No
- j. *Is the NFE alone responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements?* §200.318(k) ☐ Yes ☐ No
- k. Encouraged, but not required standards at § 200.318(e), (f), and (g).¹⁹

5. Competition:

- a. All procurement transactions must be conducted in a manner providing **full and open competition** consistent with the standards of this section. *Does the procurement involve any of the following*²⁰ § 200.319(a):

¹⁸ Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of: (i) The actual cost of materials; and (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency.

Therefore, a time-and-materials contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. [Note that FEMA previously reimbursed costs under a time-and-materials contract for only the first 70 hours of work performed. See, FEMA PA Guide (2007 ed.), pg. 53. However, FEMA's new Public Assistance Guide, published on 1 January 2016, has eliminated this requirement and replaced it with a reasonable period of time standard. Please engage your FEMA Public Assistance POC for additional information]

¹⁹ §200.318(e) – to foster greater economy and efficiency, the NFE is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services (this section provides the authority for state schedule and mutual aid agreements, for example); §200.318(f) – NFEs are encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs; and §200.318(g) – NFEs are encouraged to use value engineering clauses in contracts for construction projects (value engineering is a systematic and creative analysis of each contract item or task to encourage the contractor to develop more cost effective means to produce or procure requirements.).

²⁰ This list is non-exclusive and only serves as an example of some of the types of situations that are considered to be restrictive of competition.

1. Placing unreasonable requirements on firms in order for them to qualify to do business? ☐ **Yes** ☐ **No**
 - i. Requiring unnecessary experience and excessive bonding? ☐ **Yes** ☐ **No**
 - ii. Noncompetitive pricing practices between firms or between affiliated companies?²¹ ☐ **Yes** ☐ **No**
 - iii. Noncompetitive contracts to consultants that are on retainer contracts?²² ☐ **Yes** ☐ **No**
 - iv. Organizational conflicts of interest?²³ ☐ **Yes** ☐ **No**
 - v. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement? ☐ **Yes** ☐ **No**
 - vi. Any arbitrary action in the procurement process? ☐ **Yes** ☐ **No**
- b. Was the contractor that is bidding on the contract also involved with developing or drafting the specifications, requirements, statement of work, invitation for bids or request for proposals? (If so, that contractor must be excluded from competing for such procurements) § 200.319(a) ☐ **Yes** ☐ **No** ☐ **N/A**
- c. *Does the contract include* a state or local geographic preference for local contractors?²⁴ § 200.319(b) ☐ **Yes** ☐ **No**
- d. Do the NFE’s written procurement procedures ensure that all solicitations comply with the following: § 200.319(c)
 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured? § 200.319(c)(1) ☐ **Yes** ☐ **No**
 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals? § 200.319(c)(2) ☐ **Yes** ☐ **No**
- e. If the NFE is using a prequalified list of persons, firms, or products which are used in acquiring goods and services: § 200.319(d) ☐ **N/A**
 1. Is the list current? ☐ **Yes** ☐ **No**
 2. Does the list include enough qualified sources to ensure maximum open and free competition? ☐ **Yes** ☐ **No**

²¹ For example, bid suppression or bid rigging.

²² For example, out-of-scope disaster work added to the consultant’s work on retainer.

²³ See, fn 18. See, fn 18.

²⁴ Geographic preferences are generally not allowed under FEMA grants. The only exception is that when contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

3. Were any potential bidders precluded from qualifying during the solicitation period?²⁵
☐ **Yes** ☐ **No**

6. Method of Procurement

- a. Is the NFE using one of the following acceptable methods of procurement? § 200.320
1. **Micro-purchase** (i.e., purchases below \$3,500, see, §200.67 Micro- purchases). § 200.320(a) ☐ **Yes** ☐ **No**
 2. [Note: Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.]
 - i. To the extent practicable, is the NFE distributing micro- purchases equitably among qualified suppliers? ☐ **Yes** ☐ **No** **N/A – not practicable**
 3. Small purchase procedures § 200.320(b) ☐ **Yes** ☐ **No**

[**Note:** Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the *lesser* of either (1) the federal small purchase threshold (i.e., \$150,000), *or* (2) whatever amount State or local procurement rules set as the small purchase threshold – *if more restrictive than the federal threshold.*]
- b. Did the NFE obtain price or rate quotations from an adequate number of qualified sources? 26
☐ **Yes** ☐ **No**
1. Sealed bids § 200.320(c)²⁷ ☐ **Yes** ☐ **No**

[**Note:** Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. Sealed bidding is the preferred method for procuring construction]
 2. Are *all* of the following conditions to use sealed bidding present? § 200.320(c)(1) ☐ **Yes** ☐ **No**

²⁵ Pre-qualified lists are NOT contracts. Accordingly, once the decision to solicit and award a contract is made, the NFE may issue the solicitation directly to the contractors on the pre-qualified list, but must also allow any interested contractor (not on the pre-qualified list) to submit its qualifications, and if deemed qualified, allow that contractor to submit a bid or proposal in response to the solicitation. Contract award will then be made to one of the contractors submitting a bid or proposal, IAW the evaluation/award criteria identified in the solicitation.

²⁶ FEMA has determined that for simplified purchase procedures, an adequate number of qualified sources is considered to be three (3). See, FEMA Recovery Fact Sheet 9580.212 – Public Assistance Grant Contracting Frequently Asked Questions (FAQ), FAC No. 3 and the PDAT Field Manual.

²⁷ Sealed bidding is generally used where price is the most important evaluation factor for the NFE. Accordingly, contract award under the sealed bidding method of procurement is made to the bidder submitting the lowest priced, responsive and responsible bid. “Responsive” refers to whether the bidder meets all the material requirements of the Invitation for Bid (IFB), while “Responsibility” is described at § 200.318(h).

- i. A complete, adequate, and realistic specification or purchase description is available ☐ **Yes** ☐ **No**
 - ii. Two or more responsible bidders are willing and able to compete effectively for the business ☐ **Yes** ☐ **No**
 - iii. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price ☐ **Yes** ☐ **No**
- 3. *If sealed bids are used*, the following requirements apply:
§ 200.320(c)(2)
 - i. Did the NFE solicit bids from an adequate number²⁸ of known suppliers, providing them sufficient response time prior to the date set for opening the bids?
☐ **Yes** ☐ **No**
- 4. If the NFE is a local or tribal government, was the invitation for bids publicly advertised? ☐ **Yes** ☐ **No** ☐ **N/A**
- 5. Did the invitation for bids include any specifications and pertinent attachments, and define the items or services in order for the bidder to properly respond? ☐ **Yes** ☐ **No**
- 6. Did the NFE open all bids at the time and place prescribed in the invitation for bids?
☐ **Yes** ☐ **No**
- 7. For local and tribal governments, were the bids opened publicly? ☐ **Yes** ☐ **No** ☐ **N/A**
- 8. Did the NFE award a firm fixed price contract award in writing to the lowest responsive and responsible bidder? **Yes** ☐ **No**
- 9. If any bids were rejected, was there a sound documented reason supporting the rejection? ☐ **Yes** ☐ **No** ☐ **N/A**
- c. Procurement by competitive proposals²⁹ § 200.320(d) ☐ **Yes** ☐ **No**
 - 1. [**Note:** The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.]

²⁸ Unlike, for simplified purchase procedures, FEMA has not defined an “adequate number” of known sources under the sealed bidding method. While left undefined, a NFE is likely to meet this requirement through the application of “full and open competition.” (See fn. 27)

²⁹ Whereas contract awards under sealed bidding are focused on selecting the lowest responsive responsible bid, NFEs under the competitive procurement method may prioritize non-price factors, such as technical capability or past performance, over price and therefore award a contract to a contractor whose proposal is more expensive but reflects a better overall value to the NFE (e.g. “best value” contracting).

- i. Did the NFE publicize the Requests For Proposals (RFPs) and identify all evaluation factors and their relative importance? ☐ **Yes** ☐ **No**
- ii. Did the NFE solicit proposals from an adequate number of qualified sources?³⁰
☐ **Yes** ☐ **No**
- iii. Did the NFE have a written method for conducting technical evaluations of the proposals received and for selecting recipients? ☐ **Yes** ☐ **No**
- iv. Did the NFE award the contract to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered?
☐ **Yes** ☐ **No**
- v. **[Note regarding architectural/engineering (A/E) professional services:**
The NFE may use competitive proposal procedures for qualifications-based procurement of A/E professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. **The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.]**
- vi. Noncompetitive proposals § 200.320(f)³¹ ☐ **Yes** ☐ **No**
- d. **[Note:** Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one (or an improperly limited number of) source(s)]
- e. Do one or more of the following circumstances apply? ☐ **Yes** ☐ **No**
 1. The item is available only from a single source ☐ **Yes** ☐ **No**
 2. The public exigency or emergency³² for the requirement will not permit a delay resulting from competitive solicitation
☐ **Yes** ☐ **No**
 3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity **Yes** ☐ **No**
 4. After solicitation of a number of sources, competition is determined inadequate.³³
☐ **Yes** ☐ **No**

³⁰ Unlike, for simplified purchase procedures, FEMA has not defined an “adequate number” of qualified sources under the competitive procurement method. While left undefined, a NFE is likely to meet this requirement through the application of “full and open competition.”

³¹ § 200.320(e) is reserved

³² For an explanation of what “emergency” and exigency” mean, see PDAT Field Manual, pg. 68.

³³ Before utilizing this exception, Applicants should review their solicitation and the publicizing of their solicitation to ensure that it was not inadvertently drafted in a manner to reduce or eliminate competition, which resulted in the receipt of one or no proposals. If this is found to be the case, the Applicant should revise the solicitation and re-publicize the solicitation in order to resolve the competitive concerns.

7. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms
- a. Has the NFE taken the following affirmative steps³⁴ to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible?³⁵ § 200.321
☐ **Yes** ☐ **No** ☐ **N/A (document)**
1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists? ☐ **Yes** ☐ **No** ☐ **N/A (document)**
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources? ☐ **Yes** ☐ **No** ☐ **N/A – no potential sources (document)**
 3. Dividing total requirements, *when economically feasible*, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises?³⁶ ☐ **Yes** ☐ **No** ☐ **N/A – not economically feasible (document)**
 4. Establishing delivery schedules, *where the requirement permits*, which encourage participation by small and minority businesses, and women's business enterprises? ☐ **Yes** ☐ **No** ☐ **N/A – the requirement does not permit (document)**
 5. Using the services and assistance, *as appropriate*, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ☐ **Yes** ☐ **No** ☐ **N/A – not appropriate (document)**
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above? ☐ **Yes** ☐ **No** ☐ **N/A – no subcontracts will be let (document)**
8. Contract cost and price³⁷
- a. *If the contract amount (including contract modifications) exceeds \$150,000*, did the NFE perform a cost or price analysis? § 200.323(a) ☐ **Yes** ☐ **No** ☐ **N/A**
1. Did the NFE negotiate profit as a separate element of the price for each contract in *which there is no price competition and in all cases where cost analysis is performed*? § 200.323(b)
☐ **Yes** ☐ **No** ☐ **N/A**

³⁴ The following affirmative steps are non-exclusive; while these steps must be taken, additional steps, as determined by the NFE, local, state, or tribal government regulations or procedures, may also be taken.

³⁵ Collectively referred to as “socioeconomic contractors” or “socioeconomic contracting,” this requirement does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms; this requirement only imposes an obligation to carry out and document the six identified affirmative steps. Failure to do so has been frequently identified as a justification to de-obligate funding by the Department of Homeland Security (DHS), Office of Inspector General (OIG).

³⁶ This is not the same as breaking a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds to utilize their streamlined acquisition procedures (e.g. “project splitting.”)

³⁷ See, Pricing Guide for Recipients and Subrecipients Under the Uniform Rules for guidance on cost or price analysis.

2. Is the contract a “cost plus a percentage of cost” or “percentage of construction cost” contract?³⁸[Note: This form of contract is prohibited under the Federal procurement standards and is ineligible for FEMA reimbursement] ☐ **Yes** ☐ **No**
9. Bonding requirements for construction or facility improvement contracts exceeding \$150,000
- a. **[Note:** For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold (i.e., \$150,000), the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected.]
 1. If such a determination (see above) has not been made, does the procurement include the following? ☐ **Yes** ☐ **No** ☐ **N/A**
 2. A bid guarantee from each bidder equivalent to five percent of the bid price? ☐ **Yes** ☐ **No** ☐ **N/A**
 - i. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 3. A performance bond on the part of the contractor for 100 percent of the contract price? ☐ **Yes** ☐ **No** ☐ **N/A**
 - i. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 4. A payment bond on the part of the contractor for 100 percent of the contract price. ☐ **Yes** ☐ **No** ☐ **N/A**
 - i. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

END OF CHECKLIST³⁹

** Note: This form is needed to satisfy 2 CFR pt. 200 requirements and must be completed after purchasing for goods or services.*

³⁸ This type of contract is separate and distinct from cost plus fixed fee, cost plus incentive fee, and cost plus award fee type contracts, which are permissible and used to incentivize contractors to perform to a higher standard of quality, lower cost, or faster performance. Cost plus percentage of cost contracts on the other hand provide none of these incentives; instead, there is a reverse incentive for the contractor to increase its costs as the higher its costs go, the more profit it earns, as its potential earnings are uncapped. The following characteristics are suggestive of a prohibited cost plus percentage of cost contract: (1) payment is on a predetermined percentage rate; (2) the predetermined percentage rate is applied to actual performance costs; (3) the contractor's entitlement is uncertain at the time of contracting; and (4) the contractor's entitlement increases commensurately with increased performance costs.

³⁹ All FEMA PDAT Reference Materials can be found at the following website: www.fema.gov/procurement-disaster-assistance-team

EXHIBIT 16: PURCHASE REQUISITION

TOWN OF SOUTHWEST RANCHES PURCHASE REQUISITION FORM



Today's date: _____ (Submittal date)

Is this a CIP _____ or Program Modification? _____ Page attached ☐

Procurement Documents

Request for Information (RFI)	Document where the buyer requests information related to product or service from various potential sellers. Often used in preparation or combination with a RFP, IFB, or RFQ.
Invitation for Bid (IFB)	Equivalent to a request for proposal however the seller with the lowest bid is usually awarded the contract provided they meet the criteria in the bid.
Request for Proposal (RFP)	Invitation for sellers to submit proposals on a specific product or service via a bidding process. Provides structure to the procurement decisions and allows the risks and benefits to be identified upfront. Process is lengthier than others.
Request for Quotation (RFQ)	Document used to request price quotes from perspective sellers for a product or service. Sometimes used in place of a RFP. Often include detailed specifications of the product or services to ensure all sellers are bidding on the same thing.

What type of purchase do you require? RFI _____ IFB _____ RFP _____ RFQ _____

Anticipated project start date: _____

Anticipated project completion date: _____

SUBMITTAL OF PROPOSAL:

- How many copies do you require? _____
- Is the Pre-Proposal Conference Mandatory? YES / NO
- Do you have PLANS to be included in proposal? YES / NO / To be provided
- Do you have a grant checklist of clauses? YES / NO / To be provided
- Is the Bid Form attached? YES / NO / To be provided

PURPOSE OF PROJECT (example: Exterior painting of Town Hall)

SCOPE OF SERVICES: (example: all tools, labor and equipment to paint town hall)

DOES THIS PROJECT REQUIRE:

A bid bond (Amount or %) _____

A performance / payment bond (Amount or %) _____

Retainage amount? _____

Project Budget: _____ **Account Code:** _____

Project Term: _____ **Renewal Term:** _____

FUNDING:

Type of funding: ___ **FEDERAL** ___ **STATE** ___ **COUNTY** ___ **AGENCY/OTHER FUNDING?**

Grant details/requirements:

Reso# approving funding: _____ **Grant deadline date:** _____

Substantial Completion of Project shall be in _____ calendar days after notice to Proceed.

Final completion of project shall be in _____ calendar days after Substantial completion.

Liquidated Damages ? How much per day? _____

List special license / certification vendor must have?

Provide guidance to process of agency (FDOT, LAP,CDBG etc.) submittals:
(E.g., CBE before advertising, proposal before recommendation etc.)

List any specific insurance requirements or exclusions

LIST EVALUATION CRITERIA WITH POINTS TOTALING ONE HUNDRED (100).

Evaluation Criteria	Points
1. Price (Proposal Forms).	
2.	
3.	
4	
5.	
6.	
<i>TOTAL POINTS</i>	

DESCRIBE HOW EACH CRITERIA SHOULD BE EVALUATED:

Criteria 1: Price Procurement officer will provide formula to calculate price points.

Criteria 2: _____

Criteria 3:

Criteria 4:

Criteria 5:

Criteria 6:

List departments or personnel required to be represented on the selection committee:

Suggested Vendors to include (you may also attach an excel file):

Company Name	Email address

LIST ANY OTHER RELEVANT INFORMATION:

DEPARTMENT HEAD SIGNATURE

SUBMITTAL DATE

TOWN FINANCIAL ADMINISTRATOR SIGNATURE

SUBMITTAL DATE

Procurement Legal calendar dates for your reference:

1. Pre-Proposal Conference - **9 days** after availability on website
2. Deadline for Submission of Written Comments/Questions - **2 weeks** after availability on website
3. Response to Written Comments/Questions - **1 week** after deadline for submittal of written questions
4. Deadline for Submission of Proposals - **30 days** after availability on website
5. Public Opening - same date as proposal submittal

6. Evaluation Committee Meeting - **2 week** after proposal submittal
7. Recommendation of Award Date - **6 business days** after notice of intent to award

EXHIBIT 17: EMERGENCY/ EXIGENT PURCHASE



FEMA

EMERGENCY APPROVAL FOR
PURCHASES
& SERVICES

DEPARTMENT: DATE:

ITEM NEEDED:

REASON FOR NEED:

COMPANY USED:

REASON FOR SELECTION OF THIS VENDOR:

ESTIMATED COST:

COMPLETED CHECKLIST AND ATTACHED: YES / NO

DEPARTMENT DIRECTOR _____	_____ (Print Name AND Signature)
_____ PROCUREMENT Officer	
APPROVED _____ DISSAPROVED _____	_____ TOWN ADMINISTRATOR

This form is to be used only for emergency purchases and services needed immediately. Reason for immediate need must be documented. Emergency/Exigent purchases are generally needed when the health, safety or welfare of the citizens is in jeopardy. If emergencies arise during hours in which Town Hall is closed and purchases or services must be acquired, this form must be filled out and turned in for approval on the next day that is available. Department Head will be held responsible for such purchases.

Current as of 9/29/2017

FREQUENTLY ASKED QUESTIONS: SOLE SOURCING IN EXIGENCY OR EMERGENCY CIRCUMSTANCES

What is the exigency or emergency exception?

The Federal procurement standards allow procurement by noncompetitive proposals (commonly known as sole sourcing) under certain circumstances, including when a local or tribal government or private non-profit (non-State applicant) determines that the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. FEMA defines an “*emergency*” as an unexpected and unusually dangerous situation that calls for immediate action or an urgent need for assistance or relief. FEMA defines an “*exigency*” as something that is necessary in a particular situation that requires or demands immediate aid or action. An emergency will typically involve a threat to life, public health or safety, improved property, and/or some other form of dangerous situation, whereas an exigency is not necessarily so limited.

When can I use the exigency or emergency exception?

Use of the public exigency or emergency exception *is only permissible during the actual exigent or emergency circumstances*. Once the exigent or emergency circumstances cease to exist, the local or tribal government or private non-profit is expected to transition to a more appropriate method of contracting using full and open competition.

How should I document this in my contract file?

In order to justify using the emergency or exigency exception, the non-State applicant must include a justification in its contract file. Attachment A provides a template for justification for a noncompetitive procurement. For a debris removal requirement, the non-State applicant could alternatively obtain and provide documentation from its public health authority explaining any public health threat posed by debris from the disaster, the location of such threat, and include the anticipated duration of such threat.

Do any of the Federal procurement standards still apply if I am sole sourcing my contract under emergency or exigent circumstances?

Yes, for non-State applicants (local or tribal governments or private non-profits), you still must comply with the following requirements:

1. Your contract must include the required contract clauses (2 C.F.R. § 200.326 & Appendix II);
2. Your contract must include the Federal bonding requirements, if the contract is for construction or facility improvement (2 C.F.R. § 200.325);
3. You must award to a responsible contractor (2 C.F.R. § 200.318(h));
4. You must complete a cost or price analysis to determine that the cost or price of the contract is fair and reasonable (2 C.F.R. § 200.323(a) and (b));
5. You may not use cost-plus-percentage-of-cost contracting (2 C.F.R. § 200.323(d)).

What if I want to use a pre-awarded or pre-existing contract in an exigency or emergency that may not comply with the Federal procurement standards?

If your pre-awarded or pre-existing contract is not in compliance with the Federal procurement standards (e.g. you did not fully and openly compete the requirement or follow the six affirmative socioeconomic contracting steps), you may likely still use your contract for the duration of the exigency or emergency. FEMA recommends that you review the list above and assess whether you can modify your pre-awarded or pre-

existing contract or add additional documentation to your contract file to address the pre-awarded or pre-existing contract's non-compliance issues.

Justification for Noncompetitive Procurement

1. Insert a brief description of the product or service you are procuring, including the expected amount of the procurement.	
2. Identify which of the four circumstances listed in 2 C.F.R. § 200.320(f) you are relying on for your noncompetitive procurement. Only if amount > \$3000	
3. Explain why it is necessary to contract noncompetitively. A justification based on public exigency or emergency should explain the nature of the public exigency or emergency, including why procurement other than through noncompetitive proposals would cause unacceptable delay in addressing the public exigency or emergency. (Failure to plan does not justify noncompetitive procurement based on public exigency or emergency.)	
4. State how long you will need to use the noncompetitive procurement, and the impact it will have on your community if you are not able use the noncompetitive procurement for that amount of time (e.g., how long do you anticipate the exigency or emergency will continue; how long will it take to identify your requirements and award a competed procurement; or how long would it take another contractor to reach the same level of competence).	
5. Describe the results of any market survey or research conducted to help you determine whether you could have used full and open competition consistent with applicable law (or, if you did not conduct a market survey or research, explain why not).	
6. Describe the results of any conflicts of interest and organizational conflict of interest reviews you conducted (or, if you did not complete a conflict of interest and organizational conflict of interest review, explain why not).	
7. Include any other points you think are necessary for the justification.	

EXHIBIT 18: E-VERIFY



TOWN OF SOUTHWEST RANCHES

E-VERIFY

Quote / Bid No & Title: __

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

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

Company/Firm: __

Authorized Signature: ____

Print Name: _____

Title: _____

Date: _____

ATTACH COPY OF REGISTRATION



Town of Southwest Ranches

13400 Griffin Road

Southwest Ranches, FL 33330-2628

(954) 934-0008 Town Hall

(954) 934-1490 Fax

Town Council

Steve Breikreuz, Mayor

Gary Jablonski, Vice Mayor

Jim Allbritton, Council Member

Bob Hartmann, Council Member

David S. Kuczenski, Council Member

Andy Berns, Town Administrator

Russell Muhliz, Asst. Town Admin./ Town Clerk

Keith M. Pollakoff, Town Attorney

Martin D. Sherwood, Town Financial Administrator

MEMO

TO: Mayor, Vice Mayor, Town Council, All Departments

FROM: Andy Berns, Town Administrator

DATE: November 1, 2021

RE: Procurement's Cone of Silence

A "Cone of Silence" has been imposed for the following Requests for Proposals (RFP):

- RLI 22-005, Drafting of Solid Waste, Recyclables and Bulk Waste Collection and Disposal, advertised November 15, 2021.

The Town of Southwest Ranches, Ordinance No. 2011-015 "Cone of Silence" reads as follows:

COME OF SILENCE

a) Defined.

"Cone of silence", as used herein, means a prohibition on any communication regarding a particular request for proposal ("RFP"), request for letters of interest ("RLI") or Invitation for Bid ("IFB"), between:

1. A potential vendor, service provider, proposer, bidder, lobbyist, or consultant; and
2. 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.

b) Restriction: notice.

A cone of silence shall be imposed upon each IFB, RFP and RLI, from the time of the advertisement. At the time of imposition of the cone of silence, the Town Administrator shall provide for public notice of the cone of silence by posting a notice at the Town Hall. The Town Administrator shall issue a written notice thereof to the affected departments; file a copy of such notice with the Town Clerk, with a copy thereof to each Town Council member, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this subsection.

c) Termination of cone of silence.

The cone of silence shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written the Town, and in the Town's sole discretion.

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.

d) Exceptions to applicability.

The provisions of this section shall not apply to:

1. Oral communications at pre-bid conferences;
2. Oral presentations before selection or evaluation committees;
3. Public presentations or comments made to the Town Council when the solicitation is on a duly noticed agenda;
4. Communications in writing with the Town employee designated by the solicitation. The bidder or proposer shall file a copy of any written communication with the Town Clerk. The Town Clerk shall make copies available to any person upon request;
5. Communications regarding a particular RFP, RLI or IFB between a potential vendor, service provider, proposer, bidder, lobbyist or consultant and the Town employee designated responsible for administering the procurement process for such RFP, RLI or IFB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
6. Communications with the Town Attorney and his or her staff;
7. Duly noticed site visits to determine the competency of bidders or proposers regarding a particular solicitation during the time period between the opening of bids or proposals and the time the Town Administrator makes his or her written recommendation;
8. Any emergency procurement of goods or services pursuant to Town Code;
9. Responses to the Town's request for clarification or additional information;
10. Contract negotiations during any duly noticed public meeting;
11. Communications to enable Town staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and any member of the Town's professional staff including, but not limited to, the Town Administrator and his or her staff are in writing or are made at a duly noticed public meeting.

e) Penalties.

Prior to an award, violation of this section shall result in the disqualification of the bidder or proposer from further consideration. Discovery of a violation after an award by a particular bidder or proposer shall render any RFP award, RLI award or bid award to said bidder or proposer voidable by

EXHIBIT 20: RFQ QUOTE FORM



Date: _____

REQUEST FOR QUOTATIONS **QUO No.: Year-number**

ALL INTERESTED PARTIES:

The Town is seeking quotes from qualified and experienced firms for all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary and reasonably inferable from the Contract Documents for proper completion of the project consisting of on-site preparation, pressure cleaning, patching, caulking, scraping, sanding, priming, intermediate and finish coat painting of exterior surfaces. All repair work shall be permanent.

The Substantial Completion of the Project shall occur no later than **time (00) calendar days** from date of issuance of the Notice to Proceed, and Final Completion shall occur no later than **time(00) calendar days** from date of issuance of the Notice to Proceed.

Attached is the SCOPE of Work & detailed specification sheets.

Quotes may be submitted to Title by US Mail, at 13400 Griffin Road, Southwest Ranches, FL 33330, Fax at 954-434-1490 or Email [DEPARTMENT HEAD](#) until time and date, for:

“PROJECT DESCRIPTION”

LOCATED AT “_____”

RFQ No.: _____

Please include.

Each submittal shall include:

- Copies of all required licenses
- Current W9 form utilizing IRS form: October 2018.
- E-Verify Memorandum of Understanding (www.E-Verify.gov/employers)
- Two (2) references, letter of recommendation preferred.
- The Quote shall include Broward County Local Business Tax Receipt if the quote value is greater than or equal to \$10,000.
- The Quote 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.

- **INSURANCE**

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and **must list the Town as an Additional insured of this coverage**. The Seller must have worker's compensation coverage as required by law, and if applicable, provide a copy of state workers compensation exemption. Any exception to the above stated limits or other requirements must be endorsed and approved by the Town of Southwest Ranches' Town Administrator.

- The completed attached form.

SCOPE OF WORK

PRODUCT/MANUFACTURE

GENERAL SPECIFICATIONS

All work shall be completed during normal business hours, which are Monday-Friday 7:30 AM - 5:00 PM, unless otherwise approved by Town's designee.

GARBAGE COLLECTION

Debris shall not be permitted to accumulate on site. Debris may be hauled away by Contractor and disposed of legally or placed in a Waste Pro dumpster provided by the Town's solid waste hauler, Waste Pro.

CONTRACTOR'S RESPONSIBILITY

The Contractor shall furnish all supervision, labor, equipment, materials, paint, tools, machinery, transportation and other facilities and services necessary to fully complete the project.

The Contractor is responsible to supply portable toilets and clean them on a weekly basis.

The Contractor shall be responsible for the protection of the Town's property, such as screens, window, foliage, walkways, Equipment/tools, vehicles, etc. from paint and/or damage. If such damage occurs the Contractor shall be solely responsible for the restoration of such damages within 5 days of the notification.

The Contractor shall provide a work plan and schedule.

The Contractor shall have storage pod on the jobsite for securing and storing tools and materials. Both buildings will remain open during this project. Contractor will need to secure their areas to ensure safety and provide access to the building at all times.

The contractor shall work with the Town's representative to arrange for all vehicles to be removed from the work area and adjacent to the work area to safeguard against possible damage.

The Contractor shall be responsible to cordon off and erect warning signs in areas where over-spray, dripping, or any chance of damage or injury could occur.

The Contractor shall be responsible to ensure their staff follows all related safety and applicable OSHA regulations.

The Contractor will ensure that all work is performed in a professional manner by skilled trade workers.

The Contractor shall maintain a full work force from the start to completion of the project, providing a qualified foreman/supervisor who is fluent in English and is on the job site at all times.

The Contractor shall ensure that all such trade workers are fully and properly clothed including personal protective equipment, and identifiable uniforms while working on the premises or entering any part of the work area.

The Contractor shall ensure that all equipment/tools and materials are secured at the end of each workday and that the job site is left clean and orderly. Contractor shall be responsible for securing the project confines at all times. When Hi-lift equipment is not in operation, it must be removed and secured away from foot traffic. In addition, The Contractor will be responsible for the prompt removal of all project debris within two calendar days after the completion of the project. All tools, equipment, and machinery must be removed within two calendar days of final project completion. Contractor must provide a mobile storage unit, ensure its security and provide insurance liability for same.

The Contractor shall ensure that the deliveries of all necessary materials are received in unopened containers with the original labels and batch numbers clearly visible with a copy of the label information per product provided to the Town for their records. All materials shall be used in strict adherence to the manufacturers written instructions, specifications and recommendations. Responsibility to ensure that all primers, caulking, patching, undercoats and finish coats are mutually compatible, as applicable, and compatible with the surfaces to be painted.

The Contractor shall ensure that all work will be done during daylight hours and may include weekends and holidays. Forty-eight hours' notice is required for weekend scheduling and must be mutually agreed upon with the Town Representative.

TOWN RESPONSIBILITIES

The Town shall provide water, electric, and space for storage pod necessary for the contractor to properly complete all tasks involved.

The Town will perform any trimming or pruning of foliage necessary to provide 18 inches of clearance to assist in preventing problems with the requirements of the coating work. Upon request from the Contractor, the Town will remove any objects within 18 inches of the building that are not included in the scope of work. If such items are not removed, the Contractor shall exercise due diligence to protect any such items but will not be responsible for any damages.

The Town will coordinate building access with the Contractor and the facility occupant.

MATERIALS

Contractor shall dispose of all materials properly and in compliance with regulations.

SAFETY

All pertinent safety regulations shall be adhered to rigidly. In addition, all safety noted on the manufacturer's Product Data Sheets and labels shall be observed.

Contractor shall provide all safety equipment required to perform the project.

The Town will make a final decision deemed to be in the best interests of the Town and anticipates the use of a purchase order or written agreement to confirm the terms of the services, as may be acceptable to the Town. Pursuant to the Town's Procurement Code, this RFQ shall not be deemed a competitive procurement, and there shall be no rights of protest associated with decisions which may be made by the Town.

The Town of Southwest Ranches reserves the right to reject any or all quotes, to waive any informality, non-material irregularity or technicality.

All Quotes or questions concerning this RFQ may be submitted by US Mail, Fax or Emailed to:

Town of Southwest Ranches

Attention: _____

13400 Griffin Road

Southwest Ranches, Florida 33330

Phone: 954-434-0008

Fax: 954-434-1490

Email: _____

RESPONSE TO REQUEST FOR QUOTATIONS
RFQ NO.: Year & number

COMPANY NAME: _____

OWNER/CONTACT NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

EMAIL ADDRESS: _____

SIGNATURE: _____

Estimated Time to Complete Job:	
Earliest start date:	
TOTAL QUOTE	\$

Detailed Quote as per specifications attached: YES / NO

NOTE: Additional submission requirements can be found on page ____

EXHIBIT 21: CONFLICT OF INTEREST FORM

EVALUATION COMMITTEE MEMBER CONFLICT OF INTEREST AGREEMENT

XXX YR-999 - Formal Competitive Procurement Name

Your willingness to participate as **an XXX** evaluator is an integral part of the procurement process.

Your designation as an XXX evaluator for the Town of Southwest Ranches, and as a public servant thereby, requires that you fully understand the policies regarding potential conflicts of interest and the confidential nature of the proposals and all that is contained therein.

Confidentiality. The competitive procurement process and the obligations imposed by Florida law require the Procurement Division to ensure that the competitive process operates in a fair and equitable manner. As an RFP evaluator, you have access to information not generally available to the public and are charged with special professional and ethical responsibilities. You may have access to information about bidders that is to be used only during the evaluation process, and for discussion only with fellow evaluators and appropriate department personnel. You shall not discuss the evaluation, scoring, or status of any proposal or any action effecting any proposal with any person, firm, corporation, or other outside business entity at any time prior to, during, or after the procurement process. You shall not use such information obtained as an RFP evaluator for any personal benefit, pecuniary or otherwise, nor copy and/or disseminate any portion of any proposal at any time prior to, during, or after the procurement process.

Confidentiality of Evaluators. During the evaluation process, Town of Southwest Ranches makes every effort to keep the identity of evaluators confidential and will maintain that confidentiality to the fullest extent provided by law. As an evaluator, you shall not discuss or reveal the names of evaluators with or to bidders or other individuals.

Conflict of Interest and Ethical Considerations. A conflict of interest or the appearance of a conflict of interest may occur if you are directly or indirectly involved with an organization that has submitted a proposal for evaluation. Prior to reviewing any proposals, you must inform Procurement of any potential conflicts of interest or the appearance thereof. If you become aware of any potential conflict of interest as you review a proposal, you must immediately notify the evaluation committee chair or the Administrator from Procurement. You may be disqualified as an XXX evaluator if you conduct yourself in a way that could create the appearance of bias or unfair advantage with or on behalf of any competitive bidder, potential bidder, agent, subcontractor, or other business entity, whether through

direct association with contractor representatives, indirect associations, through recreational activities or otherwise. Examples of potentially biasing affiliations or relationships are listed below:

Your solicitation, acceptance, or agreement to accept from anyone any benefit, pecuniary or otherwise, as consideration for your decision or recommendation as it pertains to your evaluation of any proposal.

Your affiliation with a bidding company or institution. For example, a conflict may exist when you:

are employed by or are being considered for employment with the company or institution submitting any bid or hold a consulting, advisory, or other similar position with said company or institution;
hold any current membership on a committee, board, or similar position with the company or institution;
hold ownership of the company or institution, securities, or other evidences of debt; (d) are currently a student or employee in the department or school submitting a proposal, such as the case.

Your relationship with someone who has a personal interest in the proposal. This includes any affiliation or relationship by marriage or through family membership, any business or professional partnership, close personal friendship, or any other relationship that you think might tend to affect your objectivity or judgment or may give an appearance of impropriety to someone viewing it from the outside the relationship.

I have read this document and understand my obligations as explained herein. I further understand that I must advise the Procurement Officer if a conflict currently exists or arises during my term of service as an XXX evaluator. I further understand that I must sign and deliver this statement to the Procurement Officer prior to participating in the evaluation process.

Date: _____

Name: _____

Signature: _____

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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
Steve Breitzkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitzkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 1/27/2022
SUBJECT: Purchase of Lobby Document Kiosk-R

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

In July of 2021 the Town was made aware that the Broward County Board of Rules and Appeals (BORA) made available grant funding to municipalities that wished to further e-permitting initiatives. While in the midst of the COVID-19 pandemic the Town, along with its contracted building department services provider, CAP Government transitioned its building permit submittal, review, and approval process into an electronic program. During the pandemic this transition proved to be invaluable as contractors and other customers were able to transact building related services while Town Hall was closed.

As an extension of the current e-permit services, the Town wishes to provide additional services electronically to contractors, residents, and other customers. It was determined that a self service kiosk could assist in this effort by making it easier for users to gain access to building department services as well as other services available on the Town website.

A grant was sought from BORA to acquire the self-service kiosk and the town was awarded \$7,500. Reflecting our partnership with CAP Government, Inc., they have pledged to fund 50% of the kiosk cost. After letting out an RFP seeking a company to supply a kiosk that would provide the services the Town sought the Town has decided to select Advanced Kiosks to provide the self service lobby that will be located in the Town Hall lobby.

Fiscal Impact/Analysis

The resolution seeks a not to exceed approval amount of \$15,000 which includes a contingency amount of \$1,553.61, should it be needed. Reflecting the grant award received in the amount of \$7,500, and the amount pledged from CAP Government in the amount of \$2,973.20, the maximum Town cost for this item is \$4,526.80.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Self Service Lobby Kiosk - TA Approved	1/20/2022	Resolution
Exhibit A - Advanced Kiosk Quote	1/20/2022	Exhibit
CAP Commitment Correspondence	1/20/2022	Backup Material

RESOLUTION NO. 2022 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE ISSUANCE OF A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND DOLLARS AND ZERO CENTS (\$15,000.00) TO ADVANCED KIOSK FOR A SELF-SERVICE LOBBY KIOSK; APPROVING A FY 2021-2022 BUDGET ADJUSTMENT FROM THE GENERAL FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 17, 2021 the Town received grant proceeds from the Broward County Board of Rules and Appeals (BORA) in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) in furtherance of their stated objective to advance e-permitting initiatives among Broward County municipalities; and

WHEREAS, on October 4, 2021 the Town let out RFQ 22-102 seeking qualified proposers to submit quotes on the cost to provide a self-service lobby kiosk that would meet the Town's needs; and

WHEREAS, no quotes were received by the designated due date of October 22, 2021, therefore prospective vendors were contacted to discuss the Town's needs and solicit quotations; and

WHEREAS, based on the firm's qualifications, product proposed, and compatibility with the Town's unique needs, the Town has selected Advanced Kiosks to provide the self-service kiosk at a cost of Thirteen Thousand Four Hundred Forty-Six Dollars and Thirty-Nine Cents (\$13,446.39); and

WHEREAS, the Town has received a verbal commitment from CAP Government, the Town's building department services provider, to pay half of the Town's share for this self-service kiosk as it will also assist in serving customers who come to Town Hall to interact with the building department; and

WHEREAS, while the project was not funded in the current fiscal year 2021-2022 budget, the grant received combined with CAP Government's financial pledge of Two Thousand Nine Hundred Seventy-Three Dollars and Twenty Cents (\$2,973.20) will create a maximum expense to the Town of Four Thousand Five Hundred Twenty-Six Dollars and Eighty Cents (\$4,526.80) from the General Fund Restricted for Building Technology Fund Balance should there be a need for any contingencies beyond the quoted amount; and

WHEREAS, the Town hereby authorizes a budget adjustment from General Fund Restricted for Building Technology Fund Balance and appropriates these funds into the Clerk Department; and

WHEREAS, Advanced Kiosks and the Town desire to enter into an Agreement for the provision of a Self-Service Lobby Kiosk and all associated 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. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with Advanced Kiosk in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 3. After reviewing all information provided, the Town Council hereby approves the issuance of a purchase order to Advanced Kiosk in an amount not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00), which includes an additional One Thousand Five Hundred and Fifty-Three Dollars and Sixty-One Cents (\$1,553.61) in incidental costs, should they arise.

Section 4: The Town Council hereby approves a budget amendment in the amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to increase the budget as follows:

Revenues:

Account Name	Amount	Account Number
Grants from Local Units – County Sources	\$7,500.00	001-0000-337-337XX
Contribution: Private Source	\$2,973.20	001-0000-366-36610
Appropriated Fund Balance	\$4,526.80	001-0000-399-39900

Expenditures:

Account Name	Amount	Account Number
Clerk Department: Machinery & Equipment	\$15,000.00	001-1800-512-64100

Section 5. This Resolution shall take effect upon its passage and adoption.

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

Ranches, Florida, this 27th day of January 2022, on a motion

by _____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.910.01

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a dba of H32 Design and Development, LLC
134 Hall Street, Units F, Concord, NH 03301
Terms & Conditions listed at www.advancedkiosks.com

Remit To:
Advanced Kiosks
PO Box 234
Wilmot, NH 03287
or by email at: tarra@h32.com

GSA Price Quote

Date	Quote #
1/14/2022	GSA1022-110
Quote valid till:	
2/4/2022	

To:
Town of Southwest Ranches Russell Muñiz 13400 Griffin Road Southwest Ranches, FL 33330

Accounts Receivable	
603-865-1000 ext. 101	tarra@h32.com

Description	Qty	Price Each	Total
Document Kiosk PN: H32-30-100 ADA compliant out of the box. Plugs into standard 110-volt power outlet. Shipped fully assembled except for printer, which comes new in manufactures box. Modular design for easy maintenance. An indoor Kiosk with the following features: 3-year warranty - www.advancedkiosks.com/products/hardware-kiosk-warranty/ 14 gauge all Steel Enclosure 19" Touchscreen LCD Monitor Intel i3 Quad-Core Processor with 4GB of Ram, 120 GB SSD Windows 10 Pro All metal external keyboard with touchpad & back lit keys Internal Thermally Controlled Cooling System Amplified Speakers Monochrome Laser printer (1yr. manufactures warranty) with Paper Tray - no paper included Adjustable Printer Shelf 5-foot power cord Built-in surge protector Wi-Fi and Cat 5 connector Set-up instructions and user manual Mounting Hardware to bolt to wall or floor Lock and key access with two keys Leveling feet Knockouts for adding options in the field (ie. Scanner, Side Table, Thermal Printer) Standard black powder coating with silver doors	1	5,934.22	5,934.22
Full Page Document Scanner, PN:H32-DS-100 ***Open Market, off contract*** Full page, jam-proof all-metal flatbed scanner. Quarter-inch thick plexiglass cover with a spring-loaded hinge. Installed with printed vinyl use instructions. ADA compliant, cleanable with a damp sponge. Capable of scanning: ID's, passports, letters, and documents up to .2 inches thick. Compatible with Zamok Premier kiosk software and TWAIN drivers.	1	1,488.00	1,488.00
H32-VOIP-200 VoIP Hardware ***Open Market, off contract*** - Armored handset with switching technology	1	720.00	720.00
Graphics laminate for front of kiosk, PN: GS-GL-100 ***Estimated*** pending graphics file from customer. - ask for details. High density graphics file must be provided by customer in .eps or .ai format .	1	265.17	265.17
Credit Card / Magnetic Stripe Reader PN: H32-MSR-100 ***Open Market, off contract*** Integrated Multi Track, Dual Head Magnetic Stripe Reader. USB-Key and USB-HID Interface	1	192.00	192.00
GSA Schedule No.:GS35F249GA Term: Feb. 17, 2017 - Feb. 16, 2022 FTIN: 61-1638729 Shipping: FOB Destination Credit Cards: NO Remit To: Same as above Payment Terms: Net 30 Cage Code: 1YA98 DUNS No.:065242997 Business Size: Small Sales Tax May Apply			Total

Information about our Warranty can be found at www.advancedkiosks.com/company-policies/kiosk-warranty.php. Advanced kiosks is a dba of H32 Design and Development LLC and registered in the State of New Hampshire, our Terms and conditions can be found at www.advancedkiosks.com/company-policies/terms-and-conditions.php



a dba of H32 Design and Development, LLC
134 Hall Street, Units F, Concord, NH 03301
Terms & Conditions listed at www.advancedkiosks.com

Remit To:
Advanced Kiosks
PO Box 234
Wilmot, NH 03287
or by email at: tarra@h32.com

GSA Price Quote

Date	Quote #
1/14/2022	GSA1022-110
Quote valid till:	
2/4/2022	

To:
Town of Southwest Ranches Russell Muñiz 13400 Griffin Road Southwest Ranches, FL 33330

Accounts Receivable	
603-865-1000 ext. 101	tarra@h32.com

Description	Qty	Price Each	Total
<p>Additional Options not included in Quote:</p> <p>Camera \$695.00</p> <p>Side Table 180.00</p> <p>Privacy Screen \$485.00</p> <p>QR Code Reader \$680.00</p> <p>Extended 4th yr. & 5th yr. Kiosk Warranty \$ TBD</p> <p>Zamok Suite Premier Software Package, PN: #SW-ZS-200 ***Open Market, off contract*** - Yearly Subscription, begins at order ship date. Includes VOIP, Scanner Solution, Credit Card Populate, Notifications, Reports, Multi-Lang, Accessibility, Survey options, along with other Zamok options of Foundation, Cloud Solution, Home Page Solution, & Printing Solution. Does NOT include Bill Payment Solution or Video Conferencing. Compatible with standard peripherals that Advanced Kiosks sells.</p> <p>Features:</p> <ul style="list-style-type: none"> - Secure scanning of documents and upload to web portal or send by email. - Secure Email - Customizable Toolbar - Customizable Interface Templates: HR, Grid, Blocks, Stix, Website, Kist, and more - Customizable Screen Saver - Notification of kiosk problems, ie power, internet, paper, open door by text or email. - Weekly Report automatically sent every week to an email list, of kiosk activity. - Account Portal for remote access to manage kiosk from any Chrome browser. Kiosk settings can be managed from this portal as well as reports downloaded in CVS format. - Customizable Survey with up to 5 questions with many options for how the customer answers. 	1	1,849.00	1,849.00
<p>GSA Schedule No.:GS35F249GA Term: Feb. 17, 2017 - Feb. 16, 2022 FTIN: 61-1638729 Shipping: FOB Destination</p> <p>Credit Cards: NO Remit To: Same as above Payment Terms: Net 30 Cage Code: 1YA98 DUNS No.:065242997</p> <p>Business Size: Small Sales Tax May Apply</p>		Total	

Information about our Warranty can be found at www.advancedkiosks.com/company-policies/kiosk-warranty.php. Advanced kiosks is a dba of H32 Design and Development LLC and registered in the State of New Hampshire, our Terms and conditions can be found at www.advancedkiosks.com/company-policies/terms-and-conditions.php



a dba of H32 Design and Development, LLC
134 Hall Street, Units F, Concord, NH 03301
Terms & Conditions listed at www.advancedkiosks.com

Remit To:
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Wilmot, NH 03287
or by email at: tarra@h32.com

GSA Price Quote

Date	Quote #
1/14/2022	GSA1022-110
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2/4/2022	

To:
Town of Southwest Ranches Russell Muñiz 13400 Griffin Road Southwest Ranches, FL 33330

Accounts Receivable	
603-865-1000 ext. 101	tarra@h32.com

Description	Qty	Price Each	Total
<p>Kiosk Configuration Service for single interface - PN: #AK-SS-300 ***Open Market, off contract*** Consultation & On-Boarding with customer's IT dept. - Highly recommended on ALL jobs. Service includes:</p> <ul style="list-style-type: none"> -Up to 10 hours of Configuration & On-Boarding support within first 45 days of date order is initiated, additional hours to be billed at \$180 hr. -A Configuration Specialist will be assigned to account once order is initiated. -Prior to kiosk shipment customer will be contacted for a remote site evaluation (Is there power, internet etc.) -Specialist will perform a preflight on the kiosk(s) before they leave the factory and set up Zamok accounts according to information supplied by customer. -A set-up call will be scheduled once kiosks have shipped. A configuration checklist will be reviewed with customer during set-up call along with any additional consultation necessary to get the kiosks up and running. <p>***Service must be completed within first 45 days of date order is initiated. Shipping of hardware will not be delayed if configuration is not complete before hardware assembly is completed. AK specialist will be happy to help troubleshoot but will not be responsible for any Zamok custom development, third party systems, software or dependencies including internet service or network issues. Configuration of Lobby-Attendant, Q-line, Tribute/Fallen Heroes is not included.***</p>	1	1,200.00	1,200.00
<p>Full Support #AK-SS-100 ***Open Market, off contract*** A yearly cost per kiosk, begins kiosk ship date. Support includes 24/7 phone support from our technicians with remote access software. Technician will address issues with kiosk within 4 business hours. Kiosk must have stable internet connection to receive support. AK is not responsible for any third party systems, software or dependencies including internet service or network issues. Any issues found with the kiosk will be resolved by the standard terms of our Warranty that can be found at: http://www.advancedkiosks.com/company-policies/kiosk-warranty.php</p>	1	1,188.00	1,188.00
<p>Shipping - ***Estimated*** to 33330 ***Open Market, off contract*** Single location Freight LTL ground freight service w/ loading dock required at receiving end. If loading dock is not available lift gate charges will apply. Freight charges provided are estimates based on information provided by customer. If additional services are required at time of delivery additional billing will be necessary. All shipments are fully insured and must be signed for AFTER the delivery has been inspected. Any damage must be noted on the delivery Bill of Lading documents and must be reported to us immediately to initiate a damage insurance claim. Any damage not reported within 48 hours from receipt will not be covered and will become solely the responsibility of the customer. Please work with our Onboarding specialist if you have any questions about receiving your kiosks.</p>	1	610.00	610.00
<p>GSA Schedule No.:GS35F249GA Term: Feb. 17, 2017 - Feb. 16, 2022 FTIN: 61-1638729 Shipping: FOB Destination Credit Cards: NO Remit To: Same as above Payment Terms: Net 30 Cage Code: 1YA98 DUNS No.:065242997 Business Size: Small Sales Tax May Apply</p>			Total \$13,446.39

Information about our Warranty can be found at www.advancedkiosks.com/company-policies/kiosk-warranty.php. Advanced kiosks is a dba of H32 Design and Development LLC and registered in the State of New Hampshire, our Terms and conditions can be found at www.advancedkiosks.com/company-policies/terms-and-conditions.php

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Russell Muniz

From: Marc LaFerrier <mlaferrier@capfla.com>
Sent: Wednesday, January 19, 2022 4:10 PM
To: Russell Muniz
Cc: Carlos Penin; Monica De Castro
Subject: RE: [EXTERNAL] Quote 1022-109 from Advanced Kiosks

Follow Up Flag: Follow up
Flag Status: Flagged

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Russell:

This email confirms CAP's financial commitment to participate in the Town's self-service kiosk as described in your email below.

Please keep us informed on the progress of this project and if you will need any technical assistance from our staff.

It is a pleasure to work with you and serve the Town of Southwest Ranches.

Best wishes.

Marc



Marc C. LaFerrier
Regional Operations Director
D 954.888-9531
C 954.649-1905
www.capfla.com | miaferrier@capfla.com
100 SE 12th Street, Fort Lauderdale, FL 33316.

From: Russell Muniz <rmuniz@southwestranches.org>
Sent: Thursday, January 6, 2022 1:48 PM
To: Marc LaFerrier <miaferrier@capfla.com>; Carlos Penin <capenin@capfla.com>
Subject: FW: [EXTERNAL] Quote 1022-109 from Advanced Kiosks

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Gentlemen,

As you may recall, we had a discussion a few months ago about the Town's interest in acquiring a self-service kiosk to assist with lobby traffic we get on a daily basis. During that discussion I asked for, and a received a verbal commitment, to pay half of the Town's share of this acquisition. As you may also recall, the Town received a grant from BORA for \$7,500.

As outlined in the attached quotation the self service kiosk will cost \$14,235. After the grant amount of \$7,500 the balance is \$6,735. I am asking you to reaffirm your commitment to pay half of this amount which is equal to \$3,367.50 so that we can continue to efficiently assist our customers. In order to proceed I will need Town Council approval and need to have your reaffirmation prior to seeking Town Council approval.

Please let me know if you have any questions.

I look forward to your reply.

Regards,

Russell Muñiz, MBA, MPA, MMC
Assistant Town Administrator/Town Clerk

Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: (954) 434-0008
Fax: (954) 434-1490
E-mail: rmuniz@southwestranches.org
Website: www.southwestranches.org



From: Tarra Horn <tarra@advancedkiosks.com>
Sent: Wednesday, January 5, 2022 3:21 PM
To: Russell Muniz <rmuniz@southwestranches.org>
Cc: Catherine H <Catherine@advancedkiosks.com>
Subject: [EXTERNAL] Quote 1022-109 from Advanced Kiosks

This message has originated from an **External Source**. Please use proper judgment and caution when opening attachments, clicking links, or responding to this email.

Dear Mr. Muñiz :

I have attached your requested quote for our Office Extention Configuration. A 50% deposit or purchase order is required to begin this project with the remaining balance due net 30 from ship date. You can send deposit by:

1. Wire/ACH Transfer
2. Check – PO Box 234 Wilmot, NH 03287
3. Credit Card - A 3% Convenience Fee will be applied to credit card payments.

Please contact me if you have any questions. We look forward to working with you.

Sincerely,

Tarra Horn

Accounting Manager

Advanced Kiosks

Phone: 603-865-1000 ext. 101

Email: tarra@advancedkiosks.com

134 Hall Street, Units F&G, Concord, NH 03301

www.AdvancedKiosks.com



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Please note: Town Hall is now open to the public. While we are all still recovering from the COVID-19 pandemic we ask that you observe social distancing practices when visiting Town Hall and the use of facial coverings is requested.

The Town of Southwest Ranches is proud to partner with the Military Heroes Support Foundation to send care packages to our military troops deployed around the world or their families statewide. Your generous donation is greatly appreciated. Please call Town Hall at (954) 434-0008 for a list of needed goods. Thank you!

Please note that Florida has a broad public records law. All correspondence via email may be subject to disclosure.

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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
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 1/27/2022
SUBJECT: Approving a Purchase Order to E-Sciences to Complete the NPDES Annual Report

Recommendation

Consideration of approval of a Resolution approving a Purchase Order to E-Sciences to complete the required Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit Annual Report.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Florida Department of Environmental Protection NPDES Municipal Separate Storm Sewer System Permit for the Broward County co-permittees, which includes the Town, is now implementing the Cycle 4 Permit Number FLS000016-004. As a co-permittee on the permit, the Town is required to submit an annual report to FDEP by June 30, 2022 covering the Cycle 4 Year 5 permit cycle for the period of January 1 to December 31, 2021.

The City of Fort Lauderdale competitively bid RFQ # 12355-106 for General Environmental Engineering Consulting Services. On September 1, 2020, the City of Fort Lauderdale, Florida executed an agreement with E-Sciences for General Environmental Engineering Consulting Services. The Town desires to piggyback the City of Fort Lauderdale's contract for these services.

E-Sciences provide a proposal in the amount of Twenty Thousand Two Hundred Eighty Dollars and Zero Cents (\$20,280.00) to the Town to complete the annual report based on the same terms and conditions of the agreement with the City of Fort Lauderdale.

Fiscal Impact/Analysis

This project has been budgeted for and funding is available within the FY 2022 Municipal Transportation Fund – Professional Services / Studies / Surveys (101-5100-541-31010) account.

Staff Contact:

Rod Ley, P.E., Public Works Director
Emily Aceti, Community Services Manager
Martin D. Sherwood, Town Financial Administrator
Venessa Redman, Sr. Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	1/18/2022	Resolution
E-Science Proposal	1/10/2022	Exhibit
Piggyback Contract - Fort Lauderdale	1/10/2022	Backup Material

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A PURCHASE ORDER PIGGYBACKING OFF OF THE CITY OF FORT LAUDERDALE'S AGREEMENT WITH E-SCIENCES INCORPORATED FOR ENVIRONMENTAL PERMITTING SERVICES IN THE AMOUNT OF TWENTY THOUSAND TWO HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$20,280.00) FOR THE TOWN'S ANNUAL REPORT REQUIRED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT NUMBER FLS000016-004; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit for the Broward County co-permittees, which includes the Town, is now implementing the Cycle 4 Permit Number FLS000016-004; and

WHEREAS, as a co-permittee on the permit, the Town is required to submit an annual report to FDEP by June 30, 2022, for the Year 4 Cycle 5 permit for calendar year 2021; and

WHEREAS, the City of Fort Lauderdale competitively bid RFQ # 12355-106 for General Environmental Engineering Consulting Services; and

WHEREAS, on September 1, 2020, the City of Fort Lauderdale, Florida executed an agreement with E-Sciences for General Environmental Engineering Consulting Services; and

WHEREAS, the Town desires to piggyback off of the City of Fort Lauderdale's procurement and contract for these services; and

WHEREAS, E-Sciences provided a proposal in the amount of Twenty-One Thousand Six Hundred Forty Dollars and Zero Cents (\$20,280.00) to the Town to complete the NPDES annual report based on the same terms and conditions of the agreement with the City of Fort Lauderdale; and

WHEREAS, the preparation of the NPDES annual report was budgeted for in FY 2022 and funding is available within the Municipal Transportation Fund – Professional Services / Studies / Surveys (101-5100-541-31010) account; and

WHEREAS, the Town Council believes that the approval of this purchase order to complete the NPDES Annual Report is in the best interest of the health, safety, and welfare of its residents.

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

Section 1: Recitals. The recitals above are true and correct and are incorporated herein by reference.

Section 2: The Town Council hereby approves a purchase order to E-Sciences Inc. in the amount of Twenty Thousand Two Hundred Eighty Dollars and Zero Cents (\$20,280.00) piggybacking off of the City of Fort Lauderdale's agreement for environmental permitting services to prepare the FDEP National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit Number FLS000016-004 annual report in substantially the same form as that attached hereto as Exhibit "A".

Section 3: The Town Council hereby authorizes the Town Administrator to execute a purchase order in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions, and/or deletions, which they deem necessary to effectuate the intent of this Resolution.

Section 4: Effective Date. This Resolution shall become effective 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 _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.907.01

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November 19, 2021

Mr. Rod Ley, PE
Public Works Director
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

**Subject: Proposal to Assist in Implementation of Cycle 4 Year 5 Requirements
NPDES Permit #FLS000016-004
Town of Southwest Ranches, Broward County, Florida
E Sciences Proposal Number 2-0876-P16**

Dear Mr. Ley,

E Sciences, Incorporated (E Sciences) is pleased to submit this proposal to the Town of Southwest Ranches (Town) to continue providing assistance to the Town for implementation of the Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit for the Broward County co-permittees, which includes the Town. The Town is now implementing the Cycle 4 permit: Number FLS000016-004.

Included, and incorporated as part of this proposal, is background information, the proposed scope of services, our fee, the proposed schedule, and authorization procedures including the terms and conditions governing the project.

BACKGROUND INFORMATION

E Sciences' understanding of this project is based upon our familiarity with the Town's NPDES MS4 program and associated annual reports. As a co-permittee on the above referenced permit, the Town is required to submit an annual report to FDEP by June 30th, 2022 for the period of January 1st to December 31st 2021 (Year 5).

PROPOSED SCOPE OF SERVICES

E Sciences proposes the following scope of services based upon our understanding of the project needs. The scope includes tasks in order to prepare specific sections of the permit and preparing the annual report. The scope to address each specific permit section includes the preparation of required attachments to the Annual Report corresponding permit section as outlined below:

1. Preparation of Cycle 4, Year 5 Annual Report Attachments
 - a. Part V.B.3 of the Permit – Reporting of Assessment Plan Results
(This is an annual permit requirement. This proposal includes preparation of supporting documentation for the Cycle 4 Year 5 results only.)

- i. The Town's Stormwater Management Program (SWMP) Assessment Program Plan (Plan) was approved by FDEP on August 7, 2020. The Town is required to annually assess their SWMP in accordance with the Plan. The Plan is comprised of two parts: the pollutant loading analysis and review of monitoring data. The pollutant loading analysis consists of two parts:
 1. Calculation of the Town's MS4 pollutant load, which is based on land use (calculated in Year 3 only by Broward County).
 2. Calculation of the amount of the pollutant load reduction based on the Town's implementation of best management practices (BMPs) (calculated annually).
- ii. E Sciences will review the Year 3 pollutant loading analysis prepared by Broward County. E Sciences has been working with the County over the past year to replicate their calculations. Once the review is completed, E Sciences will prepare a memorandum to the Town describing the formulas, data and criteria used for the pollutant load calculations based on data provided by Broward County. Once approved by the Town, we will use the outcome of this review to prepare the responses to Sections III.B and C of the Annual Report. Note, this is not a required attachment for the annual report, however it is an essential task since it is the baseline for data comparison for future years.
- iii. Coordinate with the Town to determine if there have been projects implemented that included stormwater treatment over the Year 5 period. If so, pollutant reduction based on the treatment added will be calculated. These calculated reductions will be used to update the pollutant loading and reported to FDEP in the Annual Report.
- iv. E Sciences will also review the County's monitoring data for sites 28, and 29 and evaluate potential trends in the results. These monitoring sites were identified in the Town's approved Plan to be used, in conjunction with the pollutant load analyses, for the evaluation of the SWMP.

Deliverables:

- Memo summarizing how the pollutant loads were calculated by the County. The memo will include backup calculations which can be used to update as needed for future Annual Reports.
- Responses to Sections III.B and C of the Annual Report.

b. Part VIII.B.4 of the Permit – TMDL Status

(This is an annual permit requirement. This proposal includes the preparation of required documentation for the Cycle 4 Year 5 results only. An additional proposal will be prepared if the Town would like E Sciences to prepare similar documentation for future permit years.)

In accordance with Part VIII.B.3 of the permit, the Town submitted a Bacteria Pollution Control Plan (BPCP) for WBID 3279 with their Cycle 4 Year 3 Annual Report in June 2020. Part VIII.B.4 of the permit requires the Town to report the progress of the recommendations of the BPCP in Part IX of each subsequent Annual Report. To facilitate this reporting requirement, E Sciences included a table in Section 7 of the BPCP summarizing the Management Actions and BMPs performed annually by the Town as part of their day-to-day operations that help reduce bacteria pollution. By reporting on the progress of the items outlined in that table, the Town will satisfy the requirements of Part VIII.B.4 of the permit. E Sciences will coordinate with the Town to compile the data and finalize the table to respond to Part IX of the Year 5 Annual Report.

Deliverable:

- Response to Part IX of the Annual Report.

2. Preparation of Cycle 4, Year 5 Annual Report

- a. Coordinating with Town staff to obtain the data required to complete FDEP's Annual Report Form. This task includes ongoing coordination with the Town throughout the year to ensure NPDES requirements for the consecutive year is being regularly performed and documented.
- b. Preparing the Cycle 4, Year 5 Annual Report. The deliverable will be the Annual Report, due June 2022 to FDEP. E Sciences will provide up to two drafts of the Annual Report for review to the Town. E Sciences will provide the final Annual Report package to the Town for submittal to FDEP. E Sciences can submit the annual report and attachment(s) to FDEP upon request.

3. General NPDES Continuing Services

- a. Preparing an annual calendar of NPDES activities for the Town to follow to assist in compliance with the NPDES permit.
- b. Attending meetings with the Town or on behalf of the Town as requested and preparing meeting minutes.
- c. Assisting the Town with responding to one round of Requests for Additional Information (RAI) from FDEP in regard to the Bacterial Pollution Control Plan (BPCP) submitted to FDEP in June 2020 as an attachment to the Year 3 annual report. At this time, the Town has not received an RAI or approval from FDEP. The deliverable for this task would be a response to the RAI, if issued by FDEP, for review and submittal by the Town (or E Sciences as requested).
- d. Provide technical support for the implementation of the NPDES MS4 Permit as needed and requested by Town staff. There are no specific deliverables associated with this task.

FEE

We propose to provide the services outlined above for a fee not to exceed \$20,280.00. Services will be invoiced in accordance with our mutually agreed schedule of fees at the applicable rates. E Sciences will notify you, prior to proceeding, of additional costs necessary to complete the project. Please note that payment of our invoice is due upon receipt.

SCHEDULE

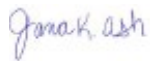
We can begin preliminary coordination with the Town within one day of our receipt of authorization to proceed. Assuming we receive notice to proceed by March 31, 2022, we will submit the draft Annual Report and backup documentation to the Town no later than June 1, 2022. Any comments received from the Town by Monday, June 13, 2022, will be addressed prior to submittal to FDEP on or before Thursday, June 30, 2022.

AUTHORIZATION

The services proposed herein will be provided under the terms and conditions of the “General Environmental Engineering Consulting Services” contract executed between E Sciences and the City of Fort Lauderdale as permitted by agreement between the Town of Southwest Ranches and the City of Fort Lauderdale. Please provide written notice of authorization to proceed with the proposed scope in accordance with the “General Environmental Engineering Consulting Services” contract executed on September 1, 2020.

We appreciate the opportunity to offer our professional services on this project. If you have any questions concerning this proposal, please contact us at (954) 484-8500.

Sincerely,
E SCIENCES, INCORPORATED



Jana K. Ash, M.S.
Project Manager



Maria Paituvi, P.E.
Senior Engineer

Attachments: Cost Estimate

[https://esciencesin.sharepoint.com/sites/fortlauderdaleprojects/shared documents/2-0876/2-0876-015/1_contracts and proposals/2-0876-016/swrnpdes year 5.doc](https://esciencesin.sharepoint.com/sites/fortlauderdaleprojects/shared%20documents/2-0876/2-0876-015/1_contracts%20and%20proposals/2-0876-016/swrnpdes%20year%205.doc)



Project Name: NPDES Permit Implementation Cycle 4 Year 5

Client: Town of Southwest Ranches

Site:

Location:

Proposal Number: 2-0876-P16

Name of the Task	EMPLOYEE	Rate	TASK 1 Assess Prog Reporting		TASK 2 TMDL Status		TASK 3 Annual Report Prep		TASK 4 Continuing Services		TOTALS	
			Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount	Hrs	Amount
Principal		\$220	0	\$ -	0	\$ -		\$ -		\$ -	0	\$ -
Senior Project Professional		\$170	4	\$ 680.00	2	\$ 340.00	4	\$ 680.00	2	\$ 340.00	12	\$ 2,040.00
Senior Professional II		\$165	16	\$ 2,640.00	0	\$ -	8	\$ 1,320.00	4	\$ 660.00	28	\$ 4,620.00
Senior Professional I		\$155	8	\$ 1,240.00	4	\$ 620.00	16	\$ 2,480.00	8	\$ 1,240.00	36	\$ 5,580.00
Project Professional I		\$120	0	\$ -	0	\$ -		\$ -		\$ -	0	\$ -
Staff Professional II		\$95	32	\$ 3,040.00	16	\$ 1,520.00	32	\$ 3,040.00		\$ -	80	\$ 7,600.00
Staff Professional I		\$85	0	\$ -	0	\$ -		\$ -		\$ -	0	\$ -
Technician I		\$80	0	\$ -	0	\$ -		\$ -		\$ -	0	\$ -
Technician II		\$65	0	\$ -	0	\$ -		\$ -		\$ -	0	\$ -
Senior GIS Analyst		\$90	0	\$ -	0	\$ -		\$ -		\$ -	0	\$ -
CADD/GIS		\$80	0	\$ -	0	\$ -		\$ -		\$ -	0	\$ -
Admin Asst / Clerical		\$55	2	\$ 110.00	2	\$ 110.00	2	\$ 110.00	2	\$ 110.00	8	\$ 440.00
TOTAL LABOR			62	\$ 7,710.00	24	\$ 2,590.00	62	\$ 7,630.00	16	\$ 2,350.00	164	\$ 20,280.00
TOTAL LABOR				\$ 7,710.00		\$ 2,590.00		\$ 7,630.00		\$ 2,350.00		\$ 20,280.00
TOTAL SUBCONTRACTORS				\$ -		\$ -		\$ -		\$ -		\$ -
TOTAL FIXED COSTS				\$ -		\$ -		\$ -		\$ -		\$ -
TOTAL LABOR AND EXPENSES				\$ 7,710.00		\$ 2,590.00		\$ 7,630.00		\$ 2,350.00		\$ 20,280.00

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AGREEMENT

between

CITY OF FORT LAUDERDALE

and

E SCIENCES, INCORPORATED

for

General Environmental Engineering Consulting Services

RFQ No. 12355-106

AGREEMENT

THIS IS AN AGREEMENT made and entered into this **1 day of September 2020**, by and between:

CITY OF FORT LAUDERDALE, a Florida municipality, (hereinafter referred to as "CITY")

and

E SCIENCES, INCORPORATED, a Florida corporation (hereinafter referred to as "CONSULTANT").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting September 1, 2020, authorized by motion the execution of this Agreement between CONSULTANT and CITY, authorizing the performance of **General Environmental Engineering Consulting Services, RFQ No. 12355-106** (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

- 1.1 AGREEMENT: Means this document between the CITY and CONSULTANT dated September 1, 2020 and any duly authorized and executed Amendments to Agreement.
- 1.2 BASIC SERVICES: Services performed by the CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A", Scope of Services.
- 1.3 CONSULTANT's PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the CONSULTANT that by its issuance recommends that CITY pay identified amounts to the CONSULTANT for services performed by the CONSULTANT at the Project.
- 1.4 CHANGE ORDER: A written order to the CONSULTANT approved by the CITY

authorizing a revision of this Agreement between the CITY and the CONSULTANT that is directly related to the original scope of work or an adjustment in the original contract price or the contract time directly related to the original scope of work, issued on or after the effective date of this Agreement.

The CONSULTANT may review and make recommendations to the CITY on any proposed Change Orders, for approval or other appropriate action by the CITY.

- 1.5 CITY: The City of Fort Lauderdale, a Florida municipality.
- 1.6 CITY MANAGER: The City Manager of the City of Fort Lauderdale, Florida.
- 1.7 COMMISSION: The City Commission of the City of Fort Lauderdale, Florida, which is the governing body of the CITY government.
- 1.8 CONSTRUCTION COST: The total construction cost to CITY of all elements of the Project designed or specified by the CONSULTANT.
- 1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the CITY defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.
- 1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.
- 1.11 CONSTRUCTION STANDARDS: Generally, the construction standards shall be as defined in the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions. City's Public Works Director or designee may modify or establish new standards to suit the requirements of a specific project.
- 1.12 CONSULTANT: **E Sciences, Incorporated**, the CONSULTANT selected to perform professional services pursuant to this Agreement.
- 1.13 CONTRACT ADMINISTRATOR: The Public Works Director of the City of Fort Lauderdale, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.
- 1.14 CONTRACTOR: One or more individuals, firms, corporations or other entities identified as such by a written agreement with CITY ("Contract for Construction") to perform the construction services required to complete the Project.
- 1.15 DEPARTMENT DIRECTOR: The director of the Public Works Department for the City of Fort Lauderdale.

- 1.16 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.
- 1.17 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.
- 1.18 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Contract Administrator.
- 1.19 OMISSION: A scope of work missed by the CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the CONSULTANT, but before the construction process was materially affected.
- 1.20 ORIGINAL CONTRACT PRICE: The original bid and/or contract price as awarded to a Contractor based upon the CONSULTANT's final detailed Construction Documents of the Project.
- 1.21 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by CITY as provided in this Agreement.
- 1.22 PRELIMINARY PLANS: The documents prepared by the CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.
- 1.23 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by the CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders at the CITY's discretion.
- 1.24 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected,

employed, compensated by and directed to perform services on behalf of CITY, in monitoring the Construction Phase of the Project to completion.

- 1.25 SPECIFICATIONS: The specifications referred to in this agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the City Engineer, City of Fort Lauderdale, January 1982, including any revisions.
- 1.26 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by the CONSULTANT that shall reflect a detailed statement of the total probable costs.
- 1.26 SUBSTANTIAL COMPLETION: The CITY will consider the work substantially complete when the CONSULTANT submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the City.
- 1.27 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by the CONSULTANT at fixed contract prices in accordance with this Agreement between the CITY and the CONSULTANT.
- 1.28 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2 PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 Pursuant to Section 287.055, Florida Statutes, CITY has formed a Committee to evaluate the CONSULTANT's statement of qualifications and performance data to ensure that the CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3 SCOPE OF SERVICES

- 3.1 The CONSULTANT shall perform the following professional services: **General Environmental Engineering Consulting Services**, Continuing Contract as more specifically described in Exhibit "A," Scope of Services, attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 5 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required

by the Scope of Services and contemplated in CONSULTANT's level of effort.

- 3.2 CITY and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Contract Administrator and obtain written approval by the CITY in a timely manner before proceeding with the work. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. The CITY shall not pay for any work that is not approved by the Contract Administrator in writing. If CONSULTANT proceeds with said work without notifying the Contract Administrator, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to Contract Administrator does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written CITY approval is at CONSULTANT's sole risk.

ARTICLE 4 GENERAL PROVISIONS

- 4.1 Negotiations pertaining to the professional design, engineering, architectural and project management services to be performed by the CONSULTANT have been undertaken between CONSULTANT and a committee of CITY representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.
- 4.2 CONSULTANT shall include CITY's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Contract Administrator.
- 4.3 The Contract documents shall have the following order of precedence:
- A. Change orders (to the extent permitted under this Agreement)
 - B. This Agreement and all exhibits, addendums and amendments thereto;
 - C. CITY's solicitation dated December 24/2019;
 - D. Negotiated Task Orders;
 - E. CONSULTANT's response to the CITY's solicitation dated January 22/2020

ARTICLE 5 TASK ORDERS

- 5.1 The Project will be divided into "Tasks."
- 5.2 Task Orders shall be jointly prepared by the CITY and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task Order shall be separately numbered and approved in accordance with this Agreement and all applicable CITY code requirements.
- 5.3 Under all Task Orders and Projects, CITY may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the CITY, the following items:
- 5.3.1 Providing additional copies of reports, contract drawings and documents; and
- 5.3.2 Assisting CITY with litigation support services arising from the planning, development, or construction.
- 5.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order from the CITY. The CONSULTANT must receive the approval of the Contract Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.
- 5.5 If, in the opinion of the CITY, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the CITY shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the CITY shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the CITY, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the CITY may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The CITY may then decide, after City Commission approval, to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

ARTICLE 6
TERM OF AGREEMENT; TIME FOR PERFORMANCE

- 6.1 The initial term of this Agreement shall be for **two (2)** years from the date of this

Agreement. The CITY shall have the option to renew this Agreement for **three (3)** successive **one (1)** year terms under the same terms, conditions, and compensation as set forth herein.

- 6.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.

- 6.2.1 Any work pursuant to a Task Order that commences prior to and will extend beyond the expiration date of the term of this Agreement shall continue until completion at the same prices, terms and conditions of this Agreement. All licenses and required insurance shall remain active and in place through completion of work under the Task Order.

Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Contract Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Contract Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Contract Administrator's review.

- 6.3 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by CITY or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, CITY shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify CITY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform CITY of all facts and details related to the delay.

- 6.4 The time for the performance of services described in assigned Task Orders shall be negotiated by the CITY and the CONSULTANT as the services are requested and authorized by the CITY.

- 6.4.1 Any work pursuant to a Task Order that commences prior to and will extend beyond the expiration date of the term of this Agreement shall continue until completion at the same prices, terms and conditions of this Agreement. All licenses and required insurance shall remain active and in place through completion of work under the Task Order.

ARTICLE 7

COMPENSATION AND METHOD OF PAYMENT

7.1 AMOUNT AND METHOD OF COMPENSATION

Not To Exceed Amount Compensation

The method of compensation for each Task Order shall be not to exceed as agreed upon per Task Order and described in Section 7.1.1 below.

7.1.1 Not To Exceed Amount Compensation

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 7.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described in Section 8.1, no modification, amendment, or alteration to Exhibit "B" shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT's estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including Reimbursables; and profit, or as required by individual Task Order.

7.2 REIMBURSABLES

7.2.1 Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. CITY shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Contract Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance

telephone, courier and express mail between CONSULTANT's and subconsultants' various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Contract Administrator:

A. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, CITY and other third parties retained or employed by any of them or (ii) submitted to CITY for review, approval or further distribution. Documents, which are reproduced for CONSULTANT's internal drafts, reviews, or other purposes, are not eligible for reimbursement.

B. Identifiable testing costs and special inspections approved by Contract Administrator.

C. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the Construction Contractor.

D. Overnight Delivery/Courier Charges (when CITY requires/requests this service).

7.2.2 Reimbursable sub-consultant expenses are limited to the items described above when the sub-consultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Travel to and from the Project site or within the Tri-County Area will not be reimbursed.

7.2.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of CITY's obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If CITY or Contract Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Contract Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by CITY prior to incurring such expenses.

7.3 METHOD OF BILLING

7.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Sub-consultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and sub-consultant fees on a task basis, so that total hours and costs by task may be determined.

7.4 METHOD OF PAYMENT

- 7.4.1 CITY shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by Contract Administrator.
- 7.4.2 CITY will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, CITY will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to CITY.
- 7.4.3 Payments are scheduled to be made by CITY to CONSULTANT using a credit card /CITY Procurement Card (P-Card).
- 7.4.4 Payment may be made to CONSULTANT at:
E Sciences, Incorporated
34 E. Pine Street
Orlando, FL 32801
nlocke@esciencesinc.com
(954) 484-8500

ARTICLE 8 AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

- 8.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the CITY and CONSULTANT.
- 8.2 CITY or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. CITY shall compensate CONSULTANT for such additional services as provided in Article 7.
- 8.3 In the event a dispute between the Contract Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Contract Administrator and CONSULTANT, such dispute shall be promptly presented to the City Manager for resolution. The City Manager's decision shall be final and binding on the parties for amounts in the aggregate under \$100,000 per project. In the event of a dispute in an amount over \$100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida. Any resolution in favor of CONSULTANT shall be set forth in a written document in accordance with Section 8.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 9 CONSULTANT'S RESPONSIBILITIES

- 9.1 The CONSULTANT shall, when so directed and authorized by the CITY, assist the CITY in estimating construction costs, reviewing proposals, and assist in awarding contracts for design or construction. If requested, the CONSULTANT shall review and analyze the proposals received by the CITY, and shall make a recommendation for any award based on CITY's Purchasing Ordinance.
- 9.2 The CONSULTANT shall attend conferences or meeting as requested by CITY and as approved by Task Orders.
- 9.3 Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by less than 10%, CONSULTANT, at no additional cost to the CITY, shall meet with the CITY's representatives and work to reduce costs to bring the Original Contract Price within the Final Statement of Probable Construction Costs. Should the lowest responsible, responsive proposal exceed the Final Statement of Probable Construction Costs by 10% or more,

CONSULTANT shall, at the CITY's direction, redesign each Project and/or work with the CITY to reduce the costs to within the Final Statement of Probable Construction Costs at no additional expense to the CITY. If negotiations between the CITY and the CONSULTANT have not commenced within three months after completion of the final design phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost Limit may be adjusted in accordance with the applicable change in the Construction Cost Index for Twenty Cities from the date of completion of the final design phase and the date on which proposals are sought, as published monthly in "Engineering News Record". If each Project scope and design is expanded by the CITY after the CONSULTANT renders the estimated Construction Cost of the Plans and Specifications, the CONSULTANT shall not be responsible for any redesign without compensation.

- 9.4 The CONSULTANT may be requested to provide the CITY with a list of recommended, prospective proposers.
- 9.5 The CONSULTANT shall attend all pre-proposal conferences.
- 9.6 The CONSULTANT shall recommend any addenda, through the Contract Administrator, as appropriate to clarify, correct, or change proposal documents.
- 9.7 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the CITY, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the CITY.
- 9.8 The CITY shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from the CONSULTANT. The CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.
- 9.9 The CITY shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.
 - 9.9.1 Unless otherwise agreed by both parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of the CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the CITY which would not be incurred without the Error.

- 9.9.2 Unless otherwise agreed by both parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the CITY which would not be incurred without the Omission. So long as the total of those two numbers (Change Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the CITY shall not look to the CONSULTANT for reimbursement for Errors and Omissions.
- 9.9.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the CITY shall recover the full and total additional cost to the CITY as a result of CONSULTANT's Errors and Omissions from the CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.
- 9.9.4 To obtain such recovery, the CITY shall deduct from the CONSULTANT's fee a sufficient amount to recover all such additional cost to the CITY.
- 9.9.5 In executing this Agreement, the CONSULTANT acknowledges acceptance of these calculations and to the CITY's right to recover same as stated above. The recovery of additional costs to the CITY under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the CITY may otherwise incur.
- 9.9.6 The Contract Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both parties for amounts in the aggregate under \$100,000 per project, subject to Section 8.3. In the event of a dispute in an amount over \$100,000, the parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either party may commence litigation to resolve the dispute in Broward County, Florida.

ARTICLE 10 CITY'S RESPONSIBILITIES

- 10.1 CITY shall assist CONSULTANT by placing at CONSULTANT's disposal, all information CITY has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

- 10.2 CITY shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.
- 10.3 CITY shall review the itemized deliverables/documents identified per Task Order.
- 10.4 CITY shall give prompt written notice to CONSULTANT whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 11 MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the CITY.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the CITY whether the Project for which they are made is executed or not, and are subject to reuse by the CITY in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the CITY or others on extensions of this Project or on any other project without appropriate verification or adaptation. This does not, however, relieve the CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of the CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT. This shall not limit the CITY's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

11.2 TERMINATION

11.2.1 Termination for Cause. It is expressly understood and agreed that the CITY may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 11.27. In the case of termination by the CITY for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the CITY. In the event that the Agreement is terminated, the CONSULTANT shall be

entitled to be compensated for the services rendered from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the CITY against any loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to the CITY within five (5) days of CITY's request. Upon payment of such sum by CITY to CONSULTANT, CITY shall have no further duties or obligations pursuant to or arising from this Agreement.

11.2.2 This Agreement may also be terminated by CITY upon such notice as CITY deems appropriate in the event CITY or Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

11.2.3 Notice of termination shall be provided in accordance with Section 11.27, NOTICES, except that Contract Administrator may provide a prior verbal stop work order if the Contract Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 11.27, NOTICES.

11.2.4 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the CITY. Upon being notified of CITY's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall CITY make payment for services which have not been performed.

11.2.5 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the CITY of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

11.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of

CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by CITY 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 of three (3) years after termination of this Agreement. 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 CITY to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

11.4 NON DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The CONSULTANT certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187).

2. The failure of the CONSULTANT to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the CITY to pursue any remedy stated below or any remedy provided under applicable law.

3. The CITY may terminate this Agreement if the CONSULTANT fails to comply with Section 2-187.

4. The CITY may retain all monies due or to become due until the CONSULTANT complies with Section 2-187.

5. The CONSULTANT may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

11.5 MINORITY PARTICIPATION

Historically, the CITY has been able to achieve participation levels of approximately twelve percent (12%) by MBE/WBE firms in CITY projects, and in the purchase of goods and services. The CONSULTANT shall make a good faith effort to help the CITY maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the CITY with this documentation at the end of the Project, or in cases where projects are longer than one year, each CITY fiscal year.

11.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the CITY, may not submit a bid on a contract with the CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to the CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the CITY, and may not transact any business with the CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONSULTANT shall result in cancellation of the CITY purchase and may result in CONSULTANT debarment.

11.7 SUBCONSULTANTS

11.7.1 CONSULTANT may subcontract certain items of work to sub-consultant. The Parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed sub-consultant, including sub-consultant's scope of work and fees, for review and approval by the CITY prior to sub-consultants proceeding with any work.

11.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of Contract Administrator prior to changing or modifying the list of sub-consultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

AirQuest Environmental, Inc

11.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or

encumbered without the written consent of the other party, and CONSULTANT shall not subcontract any portion of the work required by this Agreement except as authorized pursuant to Section 11.7.

CONSULTANT represents that all persons delivering the services required by 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 in the Scope of Services and to provide and perform such services to CITY's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of CITY shall meet or exceed all professional standards of the State of Florida.

11.9 INDEMNIFICATION OF CITY

11.9.1 CONSULTANT shall indemnify and hold harmless CITY, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONSULTANT, shall, upon written notice from CITY, resist and defend such action or proceeding by counsel approved by the CITY.

11.9.2 To the extent considered necessary by Contract Administrator and CITY, any sums due the CONSULTANT under this Agreement may be retained by CITY until all of the CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.

11.9.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY's option, any and all claims of liability and all suits and actions of every name and description covered by Section 11.9.1 above that may be brought against CITY whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

11.10 LIMITATION OF CITY'S LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement, so that the CITY's liability for any breach never exceeds the sum of

\$100.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of \$100.00 less the amount of all funds actually paid by the CITY to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the CITY shall not be liable to the CONSULTANT for damages in an amount in excess of \$100.00, which amount shall be reduced by the amount actually paid by the CITY to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the CITY's liability beyond the limits established in said Section 768.28; and no claim or award against the CITY shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the Parties agree and understand that the provisions of this Article 11.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the CITY under the provisions of this Agreement.

11.11 INSURANCE

11.11.1 CONSULTANT shall provide and shall require all of its subconsultants and subcontractors to provide, pay for, and maintain in force at all times during the term of the Agreement, such insurance, including Commercial General Liability Insurance, Business Automobile Liability Insurance, Workers' Compensation Insurance, Employer's Liability Insurance, and Professional Liability Insurance, as stated below. Such policy or policies shall be issued by companies authorized to transact business and issue insurance policies in the State of Florida and having agents upon whom service of process may be made in the State of Florida.

- A. The Commercial General Liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as additional insured. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the CONSULTANT. Any exclusions or provisions in the insurance maintained by the CONSULTANT that precludes coverage for the work contemplated in this Agreement shall be deemed unacceptable, and shall be considered a breach of contract.
- B. The CONSULTANT shall provide the CITY an original Certificate of Insurance for policies required by Article 11. All certificates shall state that the CITY shall be given thirty (30) days' notice prior to expiration or cancellation of the policy. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the

insurer is unable to accommodate, it shall be the responsibility of the CONSULTANT to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Finance Department. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the CITY, (2) state the effective and expiration dates of the policies, (3) include special endorsements where necessary. Such policies provided under Article 11 shall not be affected by any other policy of insurance, which the CITY may carry in its own name.

- C. CONSULTANT shall as a condition precedent of this Agreement, furnish to the City of Fort Lauderdale, c/o Project Manager, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, Certificate(s) of Insurance upon execution of this Agreement, which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

11.11.2 COMMERCIAL GENERAL LIABILITY

A. Limits of Liability:

Bodily Injury and Property Damage - Combined Single Limit

Each Occurrence	\$1,000,000
Project Aggregate	\$1,000,000
General Aggregate	\$2,000,000
Personal Injury	\$1,000,000
Products/Completed Operations	\$1,000,000

B. Endorsements Required:

City of Fort Lauderdale included as an Additional Insured

Employees included as insured

Broad Form Contractual Liability

Waiver of Subrogation Premises/Operations Products/Completed

Operations Independent Contractors

11.11.3 AUTOMOBILE LIABILITY

A. Limits of Liability:

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury \$250,000 each person; \$500,000 each occurrence

Property Damage - \$100,000 each occurrence

B. Endorsements Required: Waiver of Subrogation

11.11.4 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

CONSULTANT must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act.

Each Claim	\$1,000,000
General Aggregate Limit	\$2,000,000

Deductible- not to exceed 10%
Must be in effect for at least five (5) years
after Project completion

The CONSULTANT's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the CITY's Risk Manager. Any exclusions or provisions in the insurance maintained by the CONSULTANT that precludes coverage for work contemplated in this project shall be deemed unacceptable, and shall be considered breach of contract.

Compliance with the foregoing requirements shall not relieve the CONSULTANT of their liability and obligation under this section or under any other section of this Agreement.

The CONSULTANT shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Project. If insurance certificates are scheduled to expire during the contractual period, the CONSULTANT shall be responsible for submitting new or

renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates that cover the contractual period, the CITY shall suspend the Agreement until such time as the new or renewed certificates are received by the CITY or terminate in accordance with Section 11.2.

11.12 REPRESENTATIVE OF CITY AND CONSULTANT

11.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Contract Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more CITY employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

11.12.2 CONSULTANT shall inform the Contract Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

11.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Contract Administrator to change key staff. CONSULTANT shall provide Contract Administrator with such information as necessary to determine the suitability of any proposed new key staff. Contract Administrator will be reasonable in evaluating key staff qualifications.

If Contract Administrator desires to request removal of any of CONSULTANT's staff, Contract Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

11.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

11.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

11.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against CITY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons 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 CITY or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

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

11.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, 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 CONSULTANT, 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, the CITY shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

11.19 WAIVER OF BREACH AND MATERIALITY

Failure by CITY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

CITY and CONSULTANT 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.

11.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

11.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

11.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

11.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-11 of this Agreement shall prevail and be given effect.

11.24 APPLICABLE LAW AND VENUE

This Agreement shall be construed in accordance with and governed by the laws

of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

In the event CONSULTANT is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the CITY may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The CONSULTANT waives any and all defenses to the CITY's enforcement in Canada of a judgment entered by a court in the United States of America.

11.25 EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

11.26 ONE ORIGINAL AGREEMENT

This Agreement shall be executed in one (1), signed Agreement, treated as an original.

11.27 NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

CITY: Public Works Director or designee
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, FL 33301
 Telephone: (954) 828-5772

With a copy to: City Manager
 City of Fort Lauderdale
 100 North Andrews Avenue
 Fort Lauderdale, FL 33301
 Telephone: (954) 828-5364

City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 828-5037

CONSULTANT: **E Sciences, Incorporated**
Peter K. Partlow
34 E. Pine Street
Orlando, FL 33617
nlocke@esciencesinc.com
(954) 484-8500

11.28 ATTORNEY FEES

If CITY or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

11.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

11.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and subconsultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

11.31 STANDARD OF CARE

CONSULTANT represents that he/she/it is qualified to perform the work, that CONSULTANT and his/her/its subconsultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

11.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT 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. The original contract price and any additions thereto shall be adjusted to exclude any significant sums, by which the CITY determines that contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

11.33 EVALUATION

The CITY maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the CITY and the good faith efforts made by the CONSULTANT to maintain MBE/WBE participation in CITY projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

11.32 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Broward County, the City of Fort Lauderdale, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

11.33 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be

amended or revised, and that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. The CITY may terminate this Agreement at the CITY's option if the CONSULTANT is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

11.34 Public Records

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

CONSULTANT shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.
2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if the CONSULTANT does not transfer the records to the CITY.
4. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, the

CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

11.35 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the CITY's approval, and indemnify and hold harmless the CITY from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the CITY's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

11.36 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONSULTANT to the CITY's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the CITY as provided herein.

11.37 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY

CITY OF FORT LAUDERDALE

ATTEST:



JEFFREY A. MODARELLI
City Clerk

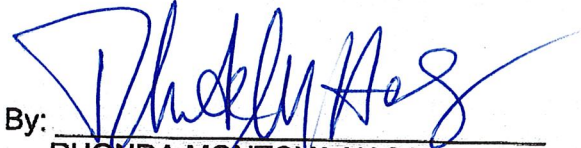
By:



CHRISTOPHER J. LAGERBLOOM,
City Manager

(CORPORATE SEAL)

Approved as to form:



By:

RHONDA MONTOYA HASAN
Assistant City Attorney

WITNESSES:

[Signature]
Signature
Lilian Arguello
Print Name

[Signature]
Signature
Laura Nuñez
Print Name

E SCIENCES, INCORPORATED

By: [Signature]
Peter K, Partlow, President

Attest:

By: [Signature]
, Secretary



CORPORATE SEAL

STATE OF FLORIDA:
COUNTY OF ~~BROWARD~~:
Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of September, 2020, by Peter K, Partlow as President for E Sciences, Incorporated a Florida corporation

(SEAL)



LAURA MALDRIDGE
Commission # GG 222870
Expires June 3, 2022
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida
(Signature of Notary Public)

Laura M. Aldridge
(Print, Type, or Stamp Commissioned
Name of Notary Public)

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT "A"
SCOPE OF SERVICES

The City of Fort Lauderdale is seeking the services of a qualified consulting firm or firms to provide professional services related to a continuing contract for general environmental engineering consultant services and shall include, but not be limited to, the following services as authorized by individual task orders for individual projects:

The following is a list of services that may be required on an as-needed basis as requested by the City. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. City shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by environmental engineering consultants, and for which the firm(s) are experienced, qualified, able to perform, in the City's sole opinion:

1. Prepare permit applications and attend meetings with various permitting agencies.
2. Make written or verbal reports to the City Commission, County Commission and State regulatory agencies.
3. Assist in applying for and obtaining grants, including preparation of grant applications, meeting with public officials, and performing other services in connection with grant applications.
4. Review existing ordinances and guidelines and assist in developing new ordinances and guidelines or amendments to existing ordinances and guidelines.
5. Assist the City in implementing and maintaining compliance with Federal, State, County, and municipal laws, rules, regulations and ordinances.
6. Provide testing or monitoring services with respect to environmental measurements.
7. Asbestos, lead-based paint and radon site testing, assessment and remediation plans.
8. Phase I and Phase II environmental site assessments.
9. Ground water contamination testing, assessment and remediation plans.
10. Dewatering plume calculations for drawdown effects.
11. Soil contamination testing, assessment and remediation plan.
12. Sediment contamination testing, assessment and remediation plan.
13. Atmospheric contamination testing, assessment and remediation plans.
14. Mold contamination testing, assessment and remediation plans.
15. Miscellaneous contamination testing, assessment and remediation plans.
16. Indoor air quality standards studies, assessment and remediation plans.
17. Brownfield compatibility legislation studies.
18. Above ground and below ground petroleum storage tank contamination testing and evaluation.
19. Endangered and/or threatened species evaluation and relocation above ground or below ground.
20. Inspection services to monitor possible, threatened or actual contamination and remediation activities.
21. Design remediation systems related to contamination found at City sites.

22. Carbon Foot Print audits for select facilities or infrastructure.
23. Sustainability evaluation reports.
24. Wetland delineations.
25. Environmental / social justice evaluations
26. Water Quality evaluations.
27. Historical and archeological reviews.
28. U.S. Department of Housing and Urban Development (HUD) / National Environmental Policy Act (NEPA) environmental assessments and remediation plans.
29. Conduct benthic surveys for City waterways, canals and the Intracoastal Waterway system.
30. Assist City to prepare environmental permits applications, respond to Request for Additional Information (RAI), and obtain environmental permits associated with seawall work, canal maintenance dredging or any dredging work for marine facilities.
31. Design, install and monitor groundwater wells.
32. Design, install and monitor tide gauges.
33. Wetland and wetlands landscape design.
34. Pond design.
35. Nutrient removal calculations for stormwater systems.
36. Low impact stormwater system design.
37. Conduct greenhouse gas inventories.
38. Similar and directly related services not specifically listed.

EXHIBIT "B"

HOURLY BILLING RATES FOR TASK ORDERS

General Environmental Engineering Consulting Services Prime

E SCIENCES, INCORPORATED

PRINCIPAL Registered Engineer/Geologist/Scientist	\$ 220.00	Hour
SENIOR II Registered Engineer/Geologist/Scientist	\$ 165.00	Hour
SENIOR I Registered Engineer/Geologist/Scientist	\$ 155.00	Hour
SENIOR PROJECT Engineer/Geologist/Scientist	\$ 170.00	Hour
PROJECT Engineer/Geologist/Scientist	\$ 120.00	Hour
STAFF II Engineer/Geologist/Scientist	\$ 95.00	Hour
STAFF I Engineer/Geologist/Scientist	\$ 85.00	Hour
SENIOR GIS Analyst	\$ 90.00	Hour
CADD/GIS Analyst	\$ 80.00	Hour
TECHNICIAN II	\$ 80.00	Hour
TECHNICIAN I	\$ 65.00	Hour
ADMINISTRATIVE ASSISTANT/CLERICAL	\$ 55.00	Hour

Sub Consultant

AirQuest Environmental, Inc.

Administration	\$ 55.00	Hour
Field Technician	\$ 68.00	Hour
Industrial Hygienist	\$ 80.00	Hour
Senior Project Manager	\$ 135.00	Hour
Certified Industrial Hygienist / Certified Safety	\$ 155.00	Hour
Professional Engineer	\$ 170.00	Hour

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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
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 1/27/2022
SUBJECT: Support Resolution for Town's Broward County Surtax Green Meadows Drainage Project

Recommendation

Consideration of approval of support Resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018. Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds. A Resolution from the Town of Southwest Ranches stating support for the project is required to establish funding eligibility with Surtax dollars.

The Town submitted the Green Meadows Drainage Project to be considered for funding, and

the project was placed on the Broward County Surtax five-year plan as Project Number SWRA-022.

The purpose of this project is to construct a series of swales, drainage structures, and piping to alleviate local flooding on the west side of Dykes Road in the Green Meadows neighborhood. By installing a series of swales, drainage structures, and piping, that connect Dykes Road to a proposed Green Meadows drainage system that outfalls into the secondary canal west of SW 164th Avenue, runoff from Dykes Road will be able to discharge into the secondary canal system. This positive connection will significantly reduce stormwater staging. The project consists of excavation, clearing, new construction and retrofit of drainage pipe, new construction of concrete drainage structures and associated grates, associated erosion control measures, swale re-grading, street and driveway restoration, and installation of grass sod.

The Town of Southwest Ranches commits to administer and deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances. The project will be constructed within the Town of Southwest Ranches right-of-way.

Fiscal Impact/Analysis

None.

Staff Contact:

Rod Ley, Public Works Director
Emily Aceti, Community Services Manager

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	1/18/2022	Resolution

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, SUPPORTING THE ADVANCEMENT OF THE GREEN MEADOWS DRAINAGE PROJECT (SWRA-022) FOR BROWARD COUNTY TRANSPORTATION SURTAX PROGRAM 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.

WHEREAS, Broward County citizens approved by referendum the Transportation Surtax ("Penny for Transportation" Program) on November 6, 2018; and

WHEREAS, Broward County, the Municipalities, and the Broward Metropolitan Organization (MPO) entered the Transportation System Surtax Interlocal Agreement, which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds; and

WHEREAS, the Town submitted the Green Meadows Drainage Project to be considered for funding and the project was placed on the Broward County Surtax five-year plan as Project Number SWRA-022; and

WHEREAS, a Resolution from the Town of Southwest Ranches stating support for the project is required to establish funding eligibility with Surtax dollars; and

WHEREAS, the Town Council feels that it is in the best interest of its citizens to endorse this project; and

WHEREAS, the Town of Southwest Ranches commits to administer and to deliver the project under the terms of the Second Amendment and Broward County Code of Ordinances; and

WHEREAS, the Green Meadows Drainage Project (SWRA-022) will be constructed within the Town of Southwest Ranches right-of-way; and

WHEREAS, it is the responsibility of Town of Southwest Ranches, to maintain or to coordinate the maintenance of the project after its completion; and

WHEREAS, the Town of Southwest Ranches hereby endorses the Green Meadows Drainage Project as a Broward County Surtax Project.

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 Green Meadows Drainage project specified herein for Broward County 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 27th day of January 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.908.01



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

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

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

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 1/27/2022
SUBJECT: Agreement with NewGen Strategies and Solutions LLC for the drafting of the solid waste request for proposal specifications including recycling, collection, processing, and disposal services

Recommendation

Consideration of approval.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

- A. Sound Governance
- B. Enhanced Resource Management

Background

On November 15, 2021, the Town advertised RLI 22-005 for a professional consultant to draft a new Request for Proposals and Agreement for recycling, collection, processing and disposal services. On January 6, 2022, the Town received two (2) responses. After reviewing the letters of Interest, the Selection Committee determined NewGen Strategies and Solutions LLC submitted the best value, responsive and responsible response in accordance with the terms of the RLI and the Town's Procurement Code.

Fiscal Impact/Analysis

NewGen Strategies and Solutions, LLC proposal totals a not to exceed Forty-Nine Thousand Six Hundred Sixty-Eight Dollars and Zero Cents (\$49,680.00). Following the Town's past practice, the consultants fee will be included and therefore cost recovered by the Town as a component of the forthcoming RFP for Recycling, collection, processing, and disposal services in the Town. Therefore, no fiscal or budget action required.

Staff Contact:

Rod Ley, P.E., Public Works Director
Emily Aceti, Community Services Manager
Martin D. Sherwood, Town Financial Administrator
Venessa Redman, Sr. Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	1/18/2022	Resolution
Agreement	1/19/2022	Agreement
NewGen Proposal	1/12/2022	Backup Material
NewGen Price Proposal	1/12/2022	Backup Material

RESOLUTION

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH NEWGEN STRATEGIES AND SOLUTIONS LLC IN AN AMOUNT NOT TO EXCEED OF FORTY-NINE THOUSAND SIX HUNDRED SIXTY-EIGHT DOLLARS AND ZERO CENTS (\$49,680.00) FOR DRAFTING OF THE SOLID WASTE REQUEST FOR PROPOSAL SPECIFICATIONS INCLUDING RECYCLING, COLLECTION, PROCESSING AND DISPOSAL SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town's existing contract for Solid Waste, Recycling and Bulk Waste Collection ends September 2022; and

WHEREAS, the Town desires to enter into an agreement with a professional consultant to draft a new Request for Proposals and Agreement for recycling, collection, processing and disposal services; and

WHEREAS, on November 15, 2021, the Town advertised RLI 22-005 for drafting of the solid waste request for proposal specifications including recycling, collection, processing and disposal services; and

WHEREAS, on January 6, 2022, the Town received two (2) responses; and

WHEREAS, after reviewing the letters of Interest, the Selection Committee determined New Gen Strategies and Solutions LLC submitted the lowest, most responsive and responsible response in accordance with the terms of this RLI and the Town's Procurement Code; and

WHEREAS, New Gen Strategies and Solutions' proposal totals Forty-Nine Thousand Six Hundred Sixty-Eight Dollars and Zero Cents (\$49,680.00); and

WHEREAS, following the Town's past practices, the Town will attempt to include consultant's fee as a component of the forthcoming RFP for Recycling, collection, processing, and disposal services in the Town; and

WHEREAS, the Town Council believes that entering into an agreement with New Gen Strategies and Solutions for these services is in the best interest of the health, safety, and welfare of its residents.

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

Section 1. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves an agreement with New Gen Strategies and Solutions LLC in the amount not to exceed Forty-Nine Thousand Six Hundred Sixty-Eight Dollars and Zero Cents (\$49,680.00) for the scope of work substantially contained in Exhibit "A", attached hereto and incorporated herein by reference.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement and to sign any and all documents which are necessary and proper to effectuate the intent of this Resolution.

Section 4. This Resolution shall be effective 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 _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____

Jablonski _____

Allbritton _____

Hartmann _____

Kuczenski _____

Ayes _____

Nays _____

Absent _____

Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.906.01

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AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES
AND
NEWGEN STRATEGIES & SOLUTIONS LLC . TO PROVIDE PROFESSIONAL
CONSULTANT SERVICES FOR THE PREPARATION AND DRAFTING OF SOLID
WASTE CONTRACT SPECIFICATIONS INCLUDNG RECYCLING, COLLECTION,
PROCESSING & DISAPOSAL SERVICES (RLI 22-005)

THIS AGREEMENT, made and entered into by and between the TOWN OF SOUTHWEST RANCHES, a municipal corporation of the State of Florida, hereinafter referred to as "TOWN" and NEWGEN STRATEGIES & SOLUTIONS LLC., a Florida corporation, doing business in the State of Florida, hereinafter referred to as "CONSULTANT".

W I T N E S S E T H:

WHEREAS, the TOWN has issued a Request for Letters of Interest ("RLI") No. 22-005, for drafting of contract specifications and solicitation specifications for the Solid Waste Contract; and

WHEREAS, CONSULTANT submitted a proposal in response to the RLI, and was ranked first by the Town's Selection Committee; and

WHEREAS, the TOWN desires to obtain a consultant to provide the services contemplated by the RLI; and

WHEREAS, the CONSULTANT represents that it is willing and able to provide the required services, and to assist the TOWN in preparation of the contract and solicitation specifications.

NOW, THEREFORE, in consideration of the mutual promises and representations set forth herein, the parties mutually agrees as follows:

Section 1: **Scope of Services**

Upon execution of this Agreement, CONSULTANT shall immediately commence its work necessary to prepare contract and solicitation specifications for the TOWN'S use in procuring a new contract for Solid Waste Services. CONSULTANT shall perform its work in accordance with the scope of services and requirements of the RLI, the proposal submitted by CONSULTANT, and applicable Florida Statutes, and case law relative to the municipal provision of such solid waste services. The services to be performed hereunder by CONSULTANT shall be undertaken and completed in such

sequence as to assure the expeditious completion and to carry out the purposes of this Agreement. Consultant understands and agrees that time is of the essence. All services required hereunder shall be completed in a timely manner and in order that the TOWN may have sufficient time to solicit bids or proposals prior to the expiration of its current solid waste contract, and in any event, the contract and solicitation documents must be in final, ready to advertise form, no later than 120 days from the execution of this Agreement. CONSULTANT shall attend such meetings as may be required by the TOWN, including meetings with the Town Council, and public meetings in order to develop the contract and solicitation specifications. CONSULTANT'S completion of work as specified herein is contingent upon the TOWN promptly providing information and documents within its custody and control and making timely decisions as may be reasonably requested and required by CONSULTANT to perform its work in accordance with this Agreement. In the event that the TOWN should fail to cooperate with CONSULTANT as set forth above, CONSULTANT shall be afforded such additional time (computed in days) to complete its work necessitated by such delays caused by the TOWN. CONSULTANT shall also provide such additional and ancillary services, including for example, assistance with the evaluation of any bids or proposals received and contract negotiation subsequent to the advertisement of a new solicitation. A copy of the RLI is attached hereto as Exhibit "A", and is incorporated herein by reference. A copy of the CONSULTANT'S proposal is attached hereto as Exhibit "B" and incorporated herein by reference. In the event of any conflict between this Agreement, the RLI, and the CONSULTANT'S proposal, the more stringent requirement shall control.

Section 2: **Compensation:**

The TOWN agrees to pay the CONSULTANT a flat amount not to exceed the total sum of \$49,680 for all tasks set forth in CONSULTANT'S Price Proposal. In the unlikely event that the TOWN desires CONSULTANT to perform additional work, that is not contained in the Price Proposal, such work shall only be performed subject to a written work order that will contain the services to be performed and the cost for same. CONSULTANT shall not undertake any work, and shall not be compensated for any work that is not specified within the Price Proposal, or within an approved written work order given to CONSULTANT from the TOWN. CONSULTANT may be reimbursed for its actual out of pocket costs, provided that the TOWN approves any such costs in writing in advance of such cost being incurred.

CONSULTANT shall also be reimbursed for its actual out of pocket costs, provided that the TOWN must approve any such costs in writing in advance of such cost being incurred. Additional services related to procurement of a new solid waste contractor, which the TOWN may require, but are not contemplated herein, shall be provided on an hourly basis at the rates set forth in CONSULTANT's Price Proposal attached hereto as Exhibit "B", and incorporated herein by reference. Such additional services, shall only be provided upon the written request of the TOWN.

Section 3: **Termination:**

Notwithstanding any other provision of this Agreement, this Agreement is terminable at will by the TOWN. Notice of Termination shall be provided in accordance with the "NOTICES" section of this Agreement. The TOWN may terminate this Agreement upon thirty (30) days written notice. In the event that this Agreement is terminated, CONSULTANT shall solely be paid for any Work performed up to the date of termination and CONSULTANT shall not be entitled to any additional compensation, of any kind or in any amount, from TOWN as a result of being terminated. CONSULTANT specifically waives any and all rights to seek any additional sums or damages from TOWN due to being terminated other than CONSULTANT's sole right to be paid for any Work performed up to the date this Agreement is terminated. Upon termination, CONSULTANT shall immediately refrain from performing further Work for the TOWN or incurring additional expenses. Upon receipt of the notice of termination, CONSULTANT shall provide to the TOWN all data and other materials resulting from the work performed up to the date of termination.

Section 4: **Professional Assurances:**

CONSULTANT shall perform all services under this Agreement in accordance with the standard of care used by similar professionals in Broward County, Florida, under similar circumstances and shall exercise a reasonable degree of skill and care, as determined by the degree of skill and care ordinarily employed by others of the same profession.

Section 5: **Insurance & Indemnification:**

Prior to commencing work, CONSULTANT shall provide the TOWN with certified copies of all insurance policies providing coverage as required.

CONSULTANT shall secure and maintain, at its own expense, and keep in effect during the full period of the contract and at least one (1) year beyond, a Certificate a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (a) Professional Liability Insurance in an amount not less than \$1,000,000 per claim, and \$2,000,000 annual aggregate.
- (b) Worker's Compensation and Employer's Liability Insurance for all employees engaged in work under the Contract in accordance with the laws of the State of Florida. CONSULTANT shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

- (c) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence, and \$2,000,000
general aggregate

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and
- (7) Explosion, collapse, underground coverage (X-C-U)

- (d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONSULTANT in the performance of the work with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

ALL LIABILITY INSURANCE POLICIES REQUIRED BY SECTIONS VI 2.(c) AND 2.(d) SHALL SPECIFICALLY PROVIDE THAT THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. ALL INSURANCE Companies selected must be acceptable to TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled until at least thirty (30) calendar days written notice has been given to TOWN by first class mail, ten (10) days notice if cancellation is due to nonpayment of premium.

The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A++

These insurance requirements shall not relieve or limit the liability of the CONSULTANT. The TOWN does not in any way represent the type and amount of insurance required is sufficient or adequate to protect CONSULTANT'S interests or liabilities but is merely a requirement established by the TOWN. The Town reserves the right to require any other insurance coverages that Town deems necessary depending upon the risk of loss and exposure to liability.

GENERAL INDEMNIFICATION: To the fullest extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless the TOWN, its officers, agents and employees, from and against any and all claims, damages, losses, liability and expenses, direct, indirect or consequential including, but not limited to reasonable costs and attorney's fees, at all tribunal levels, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in performance of the contract. In the event that the TOWN is a party to any claim, threatened claim, action, legal proceeding or lawsuit, borne as a result of this Agreement or as a result of CONSULTANT'S work pursuant to this Agreement, CONSULTANT agrees to indemnify, defend, and protect the TOWN, its officers, agents, and employees harmless from and against any and all costs, losses, liabilities and expenses where the Town would be required to reply and/or defend. Town and Consultant agree that 1% of the compensation due to Consultant from Town pursuant to this Agreement is offered and accepted as sufficient separate consideration for Consultant's agreement to indemnify Town and Town's officers, agents, and employees as provided for in this paragraph.

PATENT AND COPYRIGHT INDEMNIFICATION: CONSULTANT further agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

Section 6: **Notices:**

All written correspondences shall be addressed as follows, unless a party otherwise gives notice to the other party of such other address:

If to Town:

Town of Southwest Ranches
Andy Berns, Town Administrator
13400 Griffin Road
Southwest Ranches, FL 33331

With a copy to:

Keith M. Poliakoff, Esq.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Consultant:

NEWGEN Strategies & Solutions LLC.

Section 7: **Relationship:**

7.1 CONSULTANT shall perform all of the services enumerated in this Agreement solely as an independent contractor, and not as an employee of the TOWN. The CONSULTANT, as directed in writing by the Town Administrator, shall be responsible for directing its efforts as to the manner and means of accomplishing the work to be performed hereunder by CONSULTANT, pursuant to good and workmanlike practices. The priority, order, performance of services or safety practices shall not effect CONSULTANT's status as an independent contractor and shall not relieve CONSULTANT of the obligations assumed under this Agreement.

7.2 Neither CONSULTANT nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

Section 8: **Audit Right and Retention of Records:**

TOWN shall have the right to audit the books, records, computer records, electronic stored data, and accounts of CONSULTANT that are related to this Agreement. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. CONSULTANT 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, of a minimum period of five (5) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of five (5) 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 CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirements of either federal or state law shall be violated by CONSULTANT. 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.

Section 9: **Subcontracting:**

All substantive work to be performed pursuant to the terms of this Agreement shall be performed by CONSULTANT, and no work shall be subcontracted to other parties or firms by CONSULTANT without the prior written consent of the TOWN, which consent may be withheld in the sole discretion of the TOWN. Further, the key personnel identified by CONSULTANT in its proposal, including Allison Trulock, Dave Yanke, Stephanie Crain, Savanna Page and Jenn Stowe shall be the persons with primary responsibility to the TOWN for the work subject of this Agreement, unless otherwise approved by the TOWN, in writing. CONSULTANT shall ensure that all subcontractors or sub-consultants performing any Work under this Agreement are bound in writing to all of the terms and conditions of this Agreement.

Section 10: **Ownership Rights:**

CONSULTANT agrees that this Agreement shall constitute a "work made for hire" and that all documents, programs, work product and documentation (hereinafter referred to as "Documentation") prepared by CONSULTANT pursuant to this Agreement shall be the property of TOWN, and CONSULTANT hereby assigns all of that Documentation to Town. CONSULTANT shall not release any information relative to the Documentation to anyone other than the TOWN without the prior approval from the TOWN.

Section 11: **Nondiscrimination:**

11.1 CONSULTANT shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis

of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

11.2 CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.

Section 12: **Entire Agreement:**

This Agreement incorporates and includes all prior negotiations and understandings applicable to the matters contained herein. The parties agree that this Agreement constitutes the entire understanding and Agreement between the parties and supersedes previous agreements and representations whether written or oral.

Section 13: **Construction:**

This Agreement has been a joint effort of the parties, and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The headings used in this Agreement are for convenience only and shall not be considered as part of this Agreement in any respect nor shall they in any way affect the substance of any provisions contained in this Agreement.

Section 14: **Further Assurances:**

TOWN and CONSULTANT agree to execute, acknowledge, and deliver, and cause to be done, executed, acknowledged, and delivered, all such further documents and perform such acts as shall be requested of it to carry out this Agreement and give effect hereto solely consistent with applicable Federal, State and local laws, rules or regulations. Accordingly, without, in any manner, limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

Section 15: **Counterparts:**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute the same Agreement.

Section 16: **No Amendment or Waiver:**

This Agreement may not be changed, altered, or modified except by an instrument in writing signed by all parties from whom enforcement of such change would be sought.

Section 17: **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 or be construed to be in full force and effect.

Section 18: **Resolution of Disputes:**

18.1 To prevent litigation, it is agreed by the parties hereto that Town Administrator shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Agreement and fulfillment of 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. The Town Administrator's decision shall be reduced to writing and a copy furnished to CONSULTANT 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 unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not supported by competent evidence.

18.2 To further prevent litigation, the parties shall endeavor to resolve any and all claims arising from this Contract by mediation. A request for mediation shall be filed, in writing, with the other party to the Contract. To the extent litigation is permitted under this Contract, the request shall be made prior to the filing of a legal or equitable proceeding, which shall not be filed prior to the outcome of mediation which will be completed within sixty (60) consecutive calendar days from the date a request for mediation is submitted to the other party unless the parties agree to an extension. The statute of limitations of any claim shall be tolled from the date mediation is requested until completed. To the extent the parties cannot mutually select a mediator, within fifteen (15) consecutive calendar days, from the date a request for mediation has been submitted, either party can request the American Arbitration Association to appoint a mediator with experience to serve as mediator. The mediator selected to serve shall be certified by the Florida Supreme Court. The mediation shall be conducted in Broward County, Florida.

Section 19: **Applicable Law & Venue; Waiver of Jury Trial:**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation

of any rights hereunder shall be submitted to the exclusive jurisdiction and venue of an appropriate Court of competent jurisdiction in the Seventeenth Judicial Circuit of Broward County, Florida.

BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND TOWN HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

Section 20: **Enforcement; Costs; Attorney Fees:**

The TOWN and CONSULTANT are the beneficiaries of this Agreement and as such, may enforce this Agreement by action at law or in equity. In the event of any litigation between the TOWN and CONSULTANT resulting from and/or arising out of this Agreement, it is hereby acknowledged and agreed that the prevailing party shall be entitled to recover any and all reasonable attorney's fees and costs from the non-prevailing party in any such litigation, including attorneys fees and costs incurred at the trial level and on appeal.

Section 21: **Representation of Authority:**

The individuals executing this Agreement on behalf of any entity do hereby represent and warrant that they are, on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of their principal.

Section 22: **Non Exclusivity of Services:**

CONSULTANT may perform for other clients similar or identical to those services contemplated under this Agreement, subject to applicable confidentiality and ethical obligations of CONSULTANT. In the event TOWN desires an level of exclusivity or other limitations on CONSULTANT's services to its other clients, TOWN and CONSULTANT shall confer regarding the scope of requested exclusivity or other limitations and the additional compensation to be paid to CONSULTANT for the requested exclusivity or other limitations on providing similar or identical services shall be confirmed in writing signed by both parties and shall expressly state such provision shall supersede this Section 20. No fiduciary or agency obligations shall be created as a result of any exclusivity obligations or other limitations on CONSULTANT's services to other clients.

Section 23: **Reperformance of Services; Liquidated Damages:**

If TOWN believes any of the services provided under this Agreement do not comply with the terms of this Agreement, TOWN shall promptly notify CONSULTANT to permit CONSULTANT an opportunity to investigate. If the services do not meet the applicable standard of care, it will promptly reperform the services at no additional cost to TOWN, including assisting TOWN in selecting remedial actions.

In the event CONSULTANT does not achieve completion of the Work as defined in Section 1, above, in whole or in part due to its own fault, the parties hereto acknowledge that any delay beyond the scheduled completion deadline may cause grave injury and damage to the Town by virtue of the delay in advertising for a new solid waste contractor. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the CONSULTANT has not completed the preparation of the contract and solicitation specifications within **the time set forth in Section 1** and has not obtained written authorization for such delay, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the CONSULTANT shall pay to the Town an amount equal to **One Hundred (\$100) Dollars** for each day or portion thereof, that the date of completion is later than the time set forth hereinabove. CONSULTANT shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in writing, by addendum to this Agreement. All such liquidated damage amounts, if any, shall be paid by CONSULTANT to Town weekly, immediately upon each such failure of CONSULTANT to comply with the scheduled completion deadline, as set forth above. In the event that the CONSULTANT fails to make any one or more of the payments to Town as required under this Section, the Town shall have the right to deduct any and all such amounts from any amounts due to CONSULTANT.

Section 24. **Survivability:**

Section 5 of this Agreement entitled "INSURANCE & INDEMNIFICATION"; Section 8 of this Agreement entitled "AUDIT RIGHT AND RETENTION OF RECORDS"; Section 10 of this Agreement entitled "OWNERSHIP RIGHTS"; Section 14 of this Agreement entitled "FURTHER ASSURANCES"; Section 18 of this Agreement entitled "RESOLUTION OF DISPUTES"; Section 19 of this Agreement entitled "APPLICABLE LAW & VENUE; WAIVER OF JURY TRIAL"; and Section 20 of this Agreement entitled "ENFORCEMENT; ATTORNEY'S FEES" shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

Section 25. **Compliance With Laws:**

CONSULTANT shall comply with all federal, state, and local laws, codes, ordinances, rules and regulations in performing its duties, responsibilities, obligations, and provision of contract and solicitation specifications pursuant to this Agreement.

Section 26. **Miscellaneous:**

26.1 Performance: CONSULTANT represents that all persons performing the services required 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 skillful and respectable manner.

26.2 Materiality and Waiver of Breach: CONSULTANT and TOWN 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.

Either party'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.

26.3 Conflicts: Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Agreement.

The parties agree that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the other in any legal or administrative proceeding related to performance under this Agreement in which he or she is not a party, unless compelled by court process. Further, the parties agree 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 other party or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude either party or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Agreement.

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

26.4 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, 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 CONSULTANT, 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.

26.5 Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

26.6 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement.

26.7 Prior Agreements. This Agreement and its attachments constitute the entire Agreement between CONSULTANT and TOWN, and this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

26.8 Drug-Free Workplace. CONSULTANT shall maintain a drug-free workplace.

26.9 Multiple Originals. This Agreement may be fully executed in three (3) copies by all parties each of which, bearing original signatures, shall have the force and effect of an original document.

26.10 Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

26.11 Truth-in-Negotiation Certificate. Signature of this Agreement by CONSULTANT 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.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature Kessler Consulting, Inc., Mitch Kessler, President, authorized to execute same, and TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ____ day of _____, 2022.

IN WITNESS WHEREOF, this Agreement is accepted and executed on the ____ day of _____, 2022.

WITNESSES:

CONSULTANT:

NEWGEN STRATEGIES & SOLUTIONS LLC

By: _____
Allison Trulock
_____(title)
____ day of _____ 2022

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitzkreuz, Mayor
____ day of _____ 2022

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 2022

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

ACTIVE: S20572/077455:3303820_1 - old reference to contract

LETTER OF INTEREST

**DRAFTING RFP SPECIFICATIONS
INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005**

JANUARY 6, 2022



January 27, 2022 Regular Meeting

Prepared for:
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330

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TABLE OF Contents

COVER LETTER

1. QUALIFICATIONS, EXPERIENCE & REFERENCES	3
Firm Overview.....	3
Project Team.....	6
Previous Experience.....	10
Client Feedback.....	13
Familiarity with Local Solid Waste Operating Environment.....	14
2. APPROACH TO TASKS.....	15
Ability to Meet Deadlines	15
Methodology and Approach.....	15
Additional Services.....	21
Addressing Challenges	22
Project Timeline and Deliverables	23
PROJECT TEAM RESUMES	APPENDIX A
LETTERS OF REFERENCE	APPENDIX B
FORMS AND DOCUMENTS REQUIRED BY THE TOWN	APPENDIX C
PROPOSED PRICE SCHEDULE	SUBMITTED SEPARATELY

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COVER LETTER

January 6, 2021

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

Subject: RLI No. 22-005 – Drafting Solid Waste RFP Specifications Including Recycling, Collection, Processing & Disposal Services

Dear Ms. Redman:

The Town of Southwest Ranches (Town) recognizes the importance of a successful procurement process and contract negotiations for its solid waste, recycling, and diversion services. Planning for the next contract well in advance of the current agreement expiration date of September of 2022 demonstrates the Town's commitment to a procurement process and resulting agreement that meets or exceeds state requirements and seeks innovation, with a process that will result in the best value for the Town. NewGen Strategies and Solutions, LLC (NewGen) is pleased to submit our proposal to assist the Town in the facilitation of a fair and transparent procurement process and contract negotiations to meet the needs and goals of the Town.

We understand the Town desires to retain a qualified consultant with a proven track record in procurement and contract negotiations to provide technical assistance to the Town staff and Town Council. Given NewGen's extensive solid waste and recycling expertise, coupled with our proven procurement assistance track record, we are well-positioned to assist the Town throughout this engagement. Our Project Team provides the Town with the following benefits:

Proven Track Record – Our approach to procurement support services, strategic zero-waste action plans, stakeholder outreach, operational reviews, cost of service and rate design studies, financial feasibility, and market research studies supports our clients' successful implementation, management, and monitoring of a portfolio of programs. We advocate a "triple bottom line" approach to evaluations and assessments, considering the environmental, social, and economic impacts of potential changes to a solid waste system as a whole and each aspect of it, including the collection, disposal and processing system. Finding the right balance of environmental stewardship, social equity and acceptance, and economic

viability is paramount to realistic and implementable changes. We have a proven track record in helping communities find that balance through the procurement process.

The Right Expertise – Our proposed Project Manager, Ms. Allison Trulock, has over 20 years of experience in collection procurement assistance, collection efficiency, strategic and master planning, and stakeholder outreach for solid waste, recycling, and diversion programs, including many projects in and around Broward County. She is a **Certified Practitioner in Zero Waste Principles and Practices by the Solid Waste Association of North America (SWANA) and the California Resource Recovery Association (CRRRA)**. She is currently serving as the **Past Director for SWANA's Sustainable Materials Management Technical Division** and is a **Past Director for the Collection and Transfer Technical Division**. She is also the recipient of SWANA's 2021 **Collection and Transfer Distinguished Individual Achievement Award**. Our proposed Project Director, Mr. Dave Yanke, has over 30 years of experience conducting operations reviews, procurement assistance, cost of service and rate design studies, economic feasibility studies, for municipal solid waste clients. This combination of expertise brings extensive knowledge to the Town.

We appreciate the Town's consideration of our proposal and look forward to the opportunity to work with the Town of Southwest Ranches. If there are any questions, please feel free to contact me via phone at (407) 247-2370 or by email at atrulock@newgenstrategies.net.

Sincerely,

DocuSigned by:

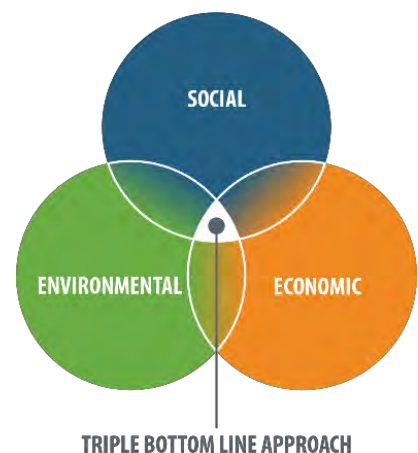
64FC69420368417...
Allison Trulock
Managing Director – Solid Waste Practice

1. QUALIFICATIONS, EXPERIENCE & REFERENCES

FIRM OVERVIEW

Founded in 2012, NewGen is a management and economic consulting firm specializing in serving the utility industry. We provide strategic and financial planning services to a variety of clients including municipalities, counties, councils of governments, regional planning agencies, state agencies and commissions. Our expertise includes strategic, operational, and financial planning for solid waste, water, wastewater, electric, and natural gas utilities. Rooted in our broad experience and perspectives, NewGen aligns our approach to your organization's goals and objectives to ensure your success. We listen first, then tailor our approach to each unique situation to make the complex clear and defensible. We recognize the need for strategic intent behind our clients' actions by applying the latest market insights, technologies, and tactics to support our recommendations. Our results empower decision-makers to implement sound public policy, incorporating community input, market direction, and regulatory mandates.

NewGen works with local governments providing solid waste services to develop comprehensive financial and operational strategies to manage their costs while continuing to offer additional services or improve the current services provided. NewGen is keenly aware of the pressures local governments face in balancing rising costs with providing a quality service experience. Our approach to cost of service and rate design studies, financial feasibility and market research studies, operational reviews, strategic plans, stakeholder outreach, ordinance reviews, and procurement assistance services support our clients' successful implementation, management, and monitoring of a portfolio of programs. We advocate a "triple bottom line" approach to evaluations and assessments, considering the environmental, social, and economic impacts of potential changes to a solid waste system. Finding the right balance of environmental stewardship, social equity and acceptance, and economic viability is paramount to realistic and implementable changes. We execute each assignment considering the triple bottom line of sustainability impacts as well as direct impacts on the client such as administrative complexity, social responsibility, legal/regulatory considerations, operational impacts, and financial sustainability.



Firm History

NewGen was created by professionals who are dedicated to our client's mission and recognized as experts in our respective fields of service. Our assistance to the public sector is provided with a keen insight to navigate the uncertain market and the growing role of stakeholders, resource availability, cost of providing utility services, and economic conditions. This ensures an integrated approach to developing and delivering our products and services.

It is NewGen's mission to become a trusted advisor to our clients. Many of NewGen's current employees have worked together for many years at R. W. Beck and other consulting firms prior to joining NewGen – some for as long as 30 years. Therefore, we have a long, successful work history and a demonstrated ability to complete projects on time and with deliverables that withstand public, stakeholder, and regulatory scrutiny.

Office Locations

NewGen was incorporated in the State of Colorado which serves as our principal place of business. We have experienced significant growth since our inception in 2012, driven by our market leading expertise in helping public utilities and dedication to our clients. NewGen currently employs 48 expert and support staff in 10 different locations across the country. With our national presence, NewGen has served clients across the country from California to New England, and Alaska to Florida.

NewGen Office Locations



FINANCIAL STABILITY

ANNUAL REVENUES

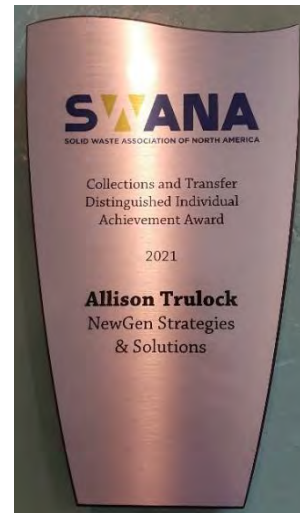
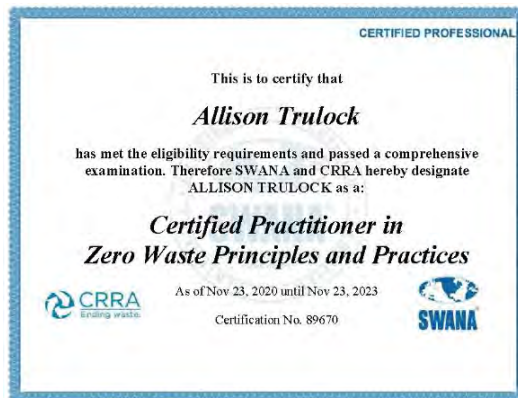
CY 2020	\$ 11M
CY 2019	\$9.4M
CY 2018	\$8.6M
CY 2017	\$7.9M

NewGen is a financially stable company, with revenues, working capital, and reinvestment in the company growing each year since our launch in 2012. As a sign of our growth, stability, and reputation, NewGen continually wins and performs high profile projects for utilities throughout North America.

NewGen also believes it is important to give back to the community. Each year NewGen donates 1% of our gross revenues to charitable organizations in the communities in which we are located as a way to share our success with causes that are close to us as a company, or individually. In 2020, a total of \$98,000 was spread amongst 50 organizations nationwide, including the Juvenile Diabetes Research Foundation, Cystic Fibrosis Foundation, and the Cure Alzheimer’s Fund. Since our inception, we have donated almost \$400,000 to charities nationwide.

HONORS, AWARDS AND RECOGNITIONS

- Our Proposed Project Manager, Ms. Allison Trulock, is a Certified Practitioner in Zero Waste Principles and Practices by the Solid Waste Association of North America (SWANA) and the California Resource Recovery Association (CRRA). She is also the recipient of SWANA's 2021 Collection and Transfer Distinguished Individual Achievement Award.
- Ms. Trulock is also currently serving as the Past Director for SWANA's Sustainable Materials Management Technical Division and is a Past Director of SWANA's Collection and Transfer Technical Division.



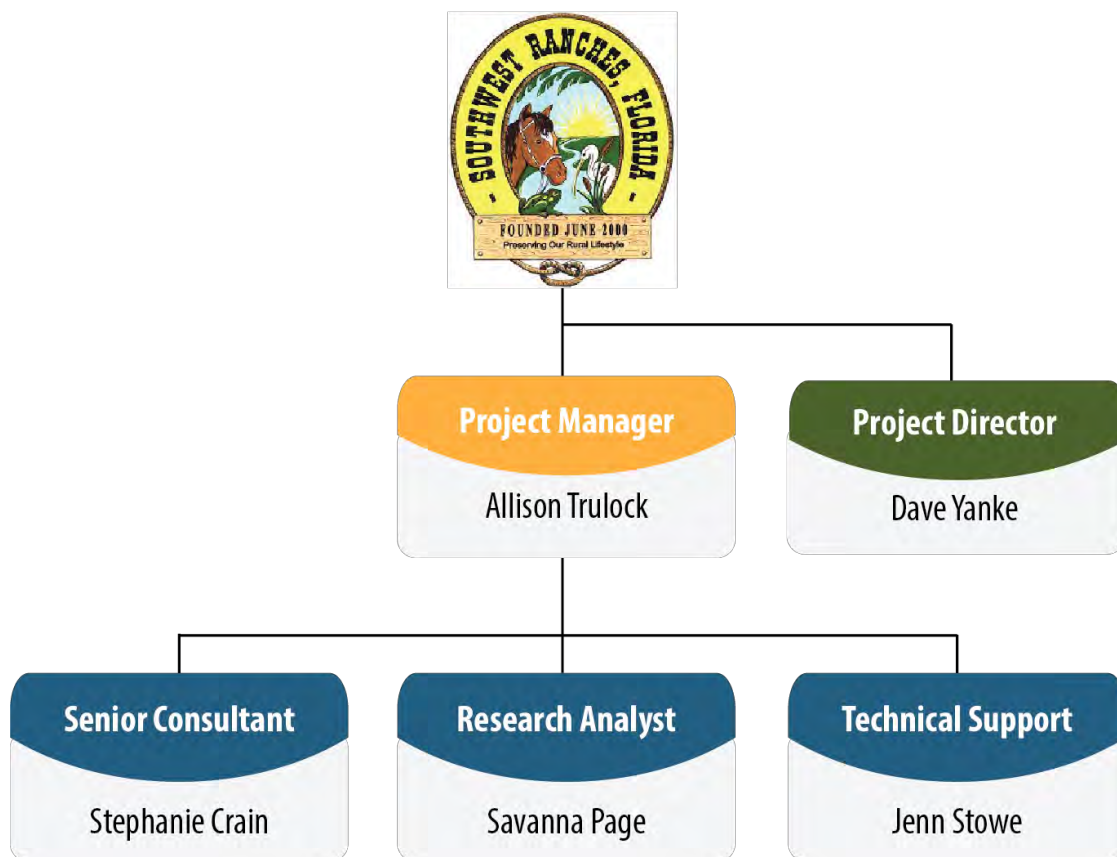
- Our Proposed Project Director, Mr. Dave Yanke, authored the Municipal Solid Waste Services Full Cost Accounting Workbook for the Texas Commission on Environmental Quality, as well as similar efforts for the States of Wyoming and Iowa. He also recently facilitated a SWANA webinar titled "Funding your Solid Waste System Through Good Times and Bad".



PROJECT TEAM

NewGen evaluates the needs of each project and responds by assembling a Project Team of knowledgeable professionals who are uniquely qualified to provide the services needed. The Project Team includes widely recognized solid waste industry experts that possess a unique knowledge of solid waste resources and industry trends as well as best practices in the areas of solid waste operations, contracting and procurement best practices, cost of service and rate design, and stakeholder outreach strategies.

The proposed Project Team organizational chart indicates the lines of communication and responsibility for this engagement, followed by short bios of the Project Team members. Resumes are included in Appendix A.



ALLISON TRULOCK, MANAGING DIRECTOR – SOLID WASTE PRACTICE

ROLE: Project Manager | **LOCATION:** Orlando, Florida | **EMAIL:** atrulock@newgenstrategies.net



EDUCATION: BS, Political Science and Economics, Florida State University

CERTIFICATIONS: Certified Practitioner in Zero Waste Principles and Practices

AFFILIATIONS: SWANA, APWA

Ms. Allison Trulock has more than 20 years of experience in the solid waste industry, specializing in strategic and master planning, stakeholder outreach, solid waste and recyclables collection options evaluations and efficiency studies, procurement assistance, financial feasibility analysis, and ordinance review and development. Ms. Trulock is a **Certified Practitioner in Zero Waste Principles and Practices**, is currently serving as **Director of SWANA's Sustainable Materials Management Technical Division** and is a Past Director of SWANA's Collection and Transfer Technical Division and was recently **awarded SWANA's Collection and Transfer Distinguished Individual Achievement Award (2021)**.

Ms. Trulock recently completed the City of Crystal River's collection procurement as well as Charlotte County's collection procurement that included many similar elements to those requested by the Town. Similar efforts included review of existing contracts, identification of desired changes, development of the procurement package including draft agreement, facilitation of pre-proposal meeting, selection committee meetings, evaluations of proposals, presentations to council/commission, ordinance review and revisions.

KEY EXPERTISE

- Procurement Assistance
- Contract Negotiations
- Ordinance Review and Development
- Operational Evaluations and Efficiency Studies
- Strategic and Master Planning
- Stakeholder Outreach
- Financial Feasibility Analyses

DAVE YANKE, PRESIDENT

ROLE: Project Director | **LOCATION:** Austin, Texas | **EMAIL:** dyanke@newgenstrategies.net



EDUCATION: MBA, Finance, Texas A&M University | BBA, University of Wisconsin

AFFILIATIONS: President of the Texas Commission on Environmental Quality (TCEQ) Municipal Solid Waste Management and Resource Recovery Advisory Council

Mr. Dave Yanke has over 30 years of experience assisting solid waste, water, and wastewater utilities. He has conducted cost of service and rate design studies, valuation studies, waste stream forecasts, life cycle cost analyses, operations reviews, and municipalization analyses for municipal solid waste utilities. Mr. Yanke regularly presents at industry conferences and has extensive experience providing presentations regarding the establishment of water, wastewater and solid waste rates, both in a contested venue (administrative hearings) as well as to boards of directors, city commissions, and city councils. His expertise lies in the ability to convey complex information in a straightforward manner so the clients (i.e., senior management, elected officials, citizens, etc.) understand the issues and drivers for change.

Mr. Yanke recently presented at a **SWANA Webinar entitled *Funding Your Solid Waste System, Through Good Times and Bad***.

KEY EXPERTISE

- Procurement Assistance
- Contract Negotiations
- Cost of Service and Rate Design Studies
- Solid Waste Master Planning
- Operational Evaluations and Efficiency Studies
- Management Reviews
- Environmental Enforcement
- Financial Feasibility Analyses

STEPHANIE CRAIN, SENIOR CONSULTANT

PROJECT ROLE: Senior Consultant | **LOCATION:** Austin, Texas | **EMAIL:** scrain@newgenstrategies.net



EDUCATION: BA, Mathematical Economic Analysis, Rice University

AFFILIATIONS: SWANA, TxSWANA

Ms. Stephanie Crain has more than 8 years of experience assisting public utilities. Her primary area of focus is solid waste cost of service, rate design, and financial analysis. Stephanie recently developed the solid waste generation and diversion forecast for the City of Houston Solid Waste Master Plan and worked with Allison on the Pinellas County Solid Waste Master Plan. She has served as a lead analyst on solid waste cost of service studies for clients in Arizona, Texas, Oklahoma, North Carolina, and New Mexico.

KEY EXPERTISE

- Financial Modeling
- Cost of Service Analyses
- Rates and Fees Design
- Econometrics
- Cash Flow Sensitivity Analysis
- Public Finance

SAVANNA PAGE, CONSULTANT

PROJECT ROLE: Research Analyst | **LOCATION:** Austin, Texas | **EMAIL:** spage@newgenstrategies.net



EDUCATION: MS, Ecological Economics, University of Edinburgh | BS, Economics, University of Texas at Dallas

CERTIFICATIONS: LEED Certified

AFFILIATIONS: SWANA, TxSWANA

Ms. Savanna Page joined NewGen as a full-time analyst in February of 2021. She assists on cost of service and rate design projects, with an emphasis on data driven analytics. Ms. Page has a B.S. in Economics from the University of Texas at Dallas and an M.S. in Ecological Economics from the University of Edinburgh. While at the University of Edinburgh, she completed her thesis entitled “Investigating the Attitude-Behavior Gap Present in American’s Consumption of Single-Use Plastics.” Prior to joining to NewGen, Ms. Page served as the Sustainability Coordinator for Live Nation Concerts, in Dallas, and successfully implemented a Sustainable Business Plan that increased waste diversion from 15% to 49% within the first year. She is currently working with Allison on a solid waste master plan for the City of Laredo where she is assisting with the collection system assessment and cost of service and rate design.

KEY EXPERTISE

- Financial Modeling
- Cost of Service Analyses
- Rates and Fees Design
- Econometrics
- Market Research
- Sustainability

JENN STOWE, PROJECT COORDINATOR

PROJECT ROLE: Technical Support | **LOCATION:** Austin, Texas | **EMAIL:** jenniferstowe@newgenstrategies.net



EDUCATION: MSW, Community and Administrative Leadership, University of Texas | BSW, University of Kansas

Ms. Jenn Stowe has over 15 years of experience providing administrative support to all levels of management in various arenas and industries including health and human services, higher education, and civil engineering. Her level of support includes identifying business development opportunities, developing and finalizing proposals and project deliverables, performing industry research and analysis, quality assurance/quality control, marketing and graphic design, and executive support. Through her years of experience, Ms. Stowe uses her knowledge base to think outside of the box to complete all required tasks efficiently and produce quality work product.

KEY EXPERTISE

- Executive Support
- Marketing
- Proposal Development and Management
- Project Support
- Quality Assurance/Quality Control
- Copy Writing/Editing
- Graphic Design
- Conference Planning and Support

PREVIOUS EXPERIENCE

The professionals at NewGen have worked hard over the years to attract and maintain a diversified staff of professionals with exceptional skills, dedication, and talent. We have built our reputation by providing clients with solutions that are based on sound principles, economic feasibility, and innovative thinking without losing sight of budget and schedule considerations and constraints. We are proud of the long-standing relationships that we have developed with our clients. For many of our clients, we are routinely engaged to perform multiple studies or provide additional services. This is an indication of our client's satisfaction with our work product, as well as the trust and confidence placed in our capabilities, approaches, recommendations, and solutions.

Our extensive municipal solid waste experience as a firm, as well as the expertise of our proposed Project Manager, Ms. Allison Trulock, and our proposed Project Director, Mr. Dave Yanke, makes us an obvious choice to provide these services to the Town of Southwest Ranches. Provided below are two projects that have been completed in recent years by members of our proposed Project Team. Letters of reference from these clients can be found in Appendix B.

City of Crystal River, Florida – Solid Waste Collection Procurement and Ordinance Revisions Assistance

REFERENCE: Mr. Ken Frink, City Manager | (352) 795-4216 Ext. 301 | kfrink@crystalriverfl.org



NewGen was retained by the City of Crystal River to assist with the conduct of an online customer survey to gauge opinions on service styles and levels, development of a collection procurement package, facilitation of the procurement process, and revisions to the relevant solid waste ordinance chapters. NewGen worked with the City's Communications Department to develop an online customer survey questionnaire. Once the online survey was completed, NewGen assisted in analyzing the results and presented them to the City Council along with a facilitated discussion on style and frequency of collection services that could be contemplated in the procurement process as options from which the City could select. With Council direction, NewGen developed the RFP package and then facilitated the pre-proposal meeting and assisted with developing addenda. Once proposals were received, NewGen evaluated the price proposals for three different options and facilitated the evaluation committee meeting to conduct scoring and ranking of proposals. NewGen presented the procurement results to Council, including the staff recommendation for award. NewGen also assisted the City with contract negotiations with the successful proposer and the new service contract was approved by City Council in September 2021. The City again retained NewGen to assist with review and recommended revision for the solid waste chapter in the City's code of ordinances. (Ordinance work is ongoing.)

"Allison and I worked closely to negotiate the proposed rates down significantly from the bid prices, while keeping our same level of service."

- Mr. Ken Frink,
City Manager

Charlotte County, Florida – Collection Procurement and Ordinance Revisions Assistance

REFERENCE: Mr. Richard Allen, Solid Waste Operations Manager | (941) 764-4393 | Richard.allen@charlottefl.com



NewGen was retained by Charlotte County to assist with the development of a collection procurement package, facilitation of the procurement process, and revisions to the relevant solid waste ordinance chapters. The project included best practices case studies that looked at what other counties in the region have recently conducted collection procurements,

obtaining and reviewing the procurement documents to develop brief case studies for each, and looking at elements such as style and frequency of collection, whether alternative scenarios were included, innovative approaches to procurement, and innovative or value-added approaches to collection services.

Meetings with County Commissioners were conducted to review the potential elements for the County's collection services RFP prior to developing the procurement packaging. NewGen then developed the procurement package including a draft agreement. We also assisted in facilitating the pre-proposal meeting. Once proposals were received, NewGen assisted in completeness reviews, resource evaluations, and assisted the selection committee. NewGen also conducted reference checks. Once the final determinations regarding style and frequency of service were made, NewGen worked with the County Attorney's Office to revise the relevant ordinance chapters. As part of the ordinance review and revision efforts, NewGen used the track changes feature in Word to make suggested edits to the text and facilitated conference calls with the County Attorney's office to review the suggested edits. The ordinance revisions were adopted by the County Commission after the appropriate public notice and hearing were conducted.

"Ms. Trulock's knowledge and skills resulted in a thorough and well written contract that protected the rate payers and gave the County recourse should unforeseen incidents occur."

- Mr. Richard Allen,
Solid Waste Operations Manager

ADDITIONAL RELEVANT EXPERIENCE

We have used major components of the scope of services outlined in Section 2 of our submittal successfully for numerous local governments. The Town can be assured that the proposed approach has been time tested and proven in numerous similar projects. In addition to the projects listed above, a sampling of additional projects, with similar scope elements conducted by members of the Project Team, are included in the following table.¹

Client	State	Project Title
Broward County	FL	Recycling and Solid Waste Collection Efficiency Options & Procurement Best Practices Workshops
Charlotte County	FL	Sanitation Collection Procurement Assistance
Cooper City, City of	FL	Collection Procurement Services
Coral Springs, City of	FL	Collection Procurement Assistance & Recycling Strategic Plan
Crystal River, City of	FL	Collection Procurement Assistance
Davie, Town of	FL	Solid Waste Collection Procurement
Hialeah, City of	FL	Solid Waste Collection System Evaluation & Procurement Assistance
Lee County	FL	Interlocal Agreement Development Assistance
Margate, City of	FL	Collection Procurement and Ordinance Revisions
Miramar, City of	FL	Collection Procurement Assistance
Monroe County	FL	Yard Waste Processing Procurement Assistance
Orlando, City of	FL	Collection Efficiency, Ordinance Review, & Cart Procurement
Palm Coast, City of	FL	Residential Solid Waste Consulting Services (Collection Procurement)
Pompano Beach, City of	FL	Solid Waste Rate Study
Sunrise, City of	FL	Collection Procurement and Best Practices Research
Concord, City of	NC	Collection Efficiency and Procurement Assistance
Beaufort County	SC	White Goods/Scrap Metal Collection & Processing Procurement
Fate, City of	TX	Solid Waste Procurement Assistance
Murphy, City of	TX	Collection Procurement Proposal Evaluation Assistance
Trinity River Authority	TX	Biosolids Procurement Assistance
Victoria, City of	TX	Solid Waste Procurement Assistance
Superior, City of	WI	Solid Waste Collection and Landfill Sale Procurement Assistance

¹ Some of these projects have been conducted by our proposed Project Team members while employed at previous employers.

CLIENT FEEDBACK

“Allison Trulock was the Deputy Project Manager for our 30-year Solid Waste Master Plan, Zero Waste to Landfill completed in February 2020. Our Solid Waste Master Plan was a little different than most, because not only did it focus on Pinellas County, but took a broader approach to looking at the Solid Waste Operations and Projections for the Tampa Bay Region. Ms. Trulock organized, developed materials, and led the workshops, roundtables and interviews for the Tampa Bay Regional group as well as inter county municipal stakeholders and multiple public workshops. Ms. Trulock also jointly presented the final Master Plan- Zero Waste to Landfill to our Board of County Commissioners. Ms. Trulock is at ease facilitating these meetings and skilled in keeping people engaged.

She kept the project on track and schedule and led the project when the prime consulting firm had to make a Project Manager replacement, mid-project. The quality of Ms. Trulock’s work on our project was excellent.

Ms. Deb Bush, Division Manager
Pinellas County, Florida

“Allison [Trulock, of NewGen] stepped in and made our entire solid waste procurement process a professional, thorough, and well thought out experience. Without her years of experience and putting that experience to use, we now know we would have overlooked many important aspects of the process. She kept us on a stringent timeline, was very responsive, and created an overall pleasant experience for our city staff.”

Mr. Ken Frink, City Manager
City of Crystal River, Florida

“In 2014, NewGen completed a solid waste assessment and management study for the Santa Fe Solid Waste Management Agency, City of Santa Fe, and Santa Fe County. New Gen was retained to conduct the study to provide each of the governmental entities with a financial and operational assessment of their solid waste operations. The 18-month study was complex, yet thorough, and provided valuable, cost-effective recommendations for each of the entities such that, all three entities implemented most of NewGen’s key recommendations.

Due to their integrity, industry insight, and accurate analyses, NewGen has shown to be a trustworthy firm to provide governmental entities comprehensive solid waste professional services.”

Mr. Randall Kippenbrock, Executive Director
Santa Fe Solid Waste Management Agency
Santa Fe, New Mexico

“The final product was more than I could have asked for. I was very impressed with everyone throughout the process. Everyone was very nice and easy to speak to. I personally learned a lot throughout the project. I would be happy to recommend NewGen Strategies to anyone.”

Mr. Chris Knight, Waste Management Director
City of Stillwater, Oklahoma

“Throughout both of these projects [Solid Waste Facilities Pro Forma Analysis and Solid Waste Financial Plan], NewGen team members were professional, responsive, easy to work with and delivered quality work products within the agreed-upon budget and schedule. NewGen has proved to be a trustworthy advisor that we enjoy working with.”

Mr. Patrick Peck, Director
South Central Solid Waste Authority
Las Cruces, New Mexico

FAMILIARITY WITH LOCAL SOLID WASTE OPERATING ENVIRONMENT

Our proposed Project Manager, Ms. Allison Trulock, has an extensive work history in South Florida and with Broward County communities in particular dating back to the late 1990's. Prior to the dissolution of Broward County's prior interlocal agreements (ILA) with a majority of the cities and towns in the County, Ms. Trulock worked with Broward County to facilitate a series of workshops focusing on collection efficiency and procurement best practices to which members of the ILA were invited to attend. One part of the purpose of the workshop series was to assist communities in the County to increase recycling diversion, as the County was responsible for meeting the State 75% recycling goal even though most of Broward County had been incorporated and the County had little direct control over what was collected.

Throughout her career she has also assisted multiple communities in Broward County with procurement services, contract negotiations, and other similar assistance prior to and after dissolution of the ILA in 2013, including the following:

- City of Cooper City
- City of Coral Springs
- Town of Davie
- City of Margate
- City of Miramar
- City of Pompano Beach
- City of Sunrise

The dissolution of the ILA in 2013 brought uncertainty to disposal and processing capacity for many of the communities in Broward County, accommodated by Ms. Trulock in the procurement processes conducted after dissolution of the ILA for several communities.

It is our understanding that in August of 2019, Southwest Ranches signed onto the Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System (MOU) with a focus on regional solid waste management efforts for both short- and long-term mutual benefits for the County and the members of the MOU. The Town's current contract allows the contractor to select the designated facility for disposal and for processing, with Town approval. Depending on the progress made through the MOU, the Town may be able to designate facilities in future contracts, which allows for a more "level playing field" in the collection procurement process.

The Town's next collection and disposal/processing contract(s) should allow for flexibility in designated facilities in order to accommodate future MOU potential facilities. The Town's future contract(s) should also accommodate the possibility of greater diversion through processing of yard waste and/or bulky items or other items, should the MOU result in facilities that can divert these materials. With the long-standing reliance on waste-to-energy for disposal in Broward County, the efforts through the MOU could result in a paradigm shift for Southwest Ranches and other communities in Broward County to divert more materials before disposal. Even though the State recognizes waste-to-energy as a form of recycling, putting materials to their best use could be a part of this potential paradigm shift in the near future.

2. APPROACH TO TASKS

ABILITY TO MEET DEADLINES

SCHEDULE CONTROL

Each of our projects are designed with clear tasks and deliverables identified in the scope of work, along with a project schedule. The schedule is reviewed with the client at the beginning of the engagement and is revisited as often as necessary through the duration of the project by coordinating with the client. Taking a proactive approach to avoiding schedule slip is a part of every project, and the primary responsibility of the Project Manager.

With collection procurement projects, schedule is extremely important. Coordination of multiple Town departments (Procurement, Finance, Operations/Administration) as well as consideration of those vendors who wish to submit a response requires a proactive effort on the part of the Project Team. Team coordination meetings will be facilitated by the Project Manager throughout the procurement process to ensure the Project Team is on track to meet the project schedule.

Assuming timely delivery of necessary data and content review by Town staff, we commit to meeting the Substantial Completion of the Project of no later than ninety (90) calendar days from date of issuance of the Notice to Proceed, and Final Completion within one hundred and twenty (120) calendar days from date of issuance of the Notice to Proceed. Please refer to our proposed project timeline at the end of this section.

METHODOLOGY AND APPROACH

In NewGen's opinion, it is critical that the Town's consultant clearly understands the Town's goals concerning this effort and then ensures that the proposed scope of services meets those needs. We have used major components of this approach successfully for numerous local governments. However, we are always open to refining our scope to best meet the needs of the Town.

Task 1 – Project Kick-off / Data Accumulation

The Project Team will prepare and provide a written data request including items relevant to the solid waste services RFP. We will then meet with the Town's project management team to gather the necessary data, formalize the lines of communication between the Project Team and appropriate Town personnel, coordinate the project schedule with other members of the project team and ensure that the project objectives are clearly defined and understood by all parties. We will use this meeting to review the project scope, schedule, goals, and objectives and formalize management and communications protocols to ensure the timely and successful delivery of the project scope.

The kick-off meeting will also be used to discuss different approaches and considerations for services to be included in the RFP, and determining a potential schedule for, and number of, selection committee meetings to be held during the process. The Project Team will **prepare and provide a "Decision Matrix" covering administrative, purchasing/procurement, legal/regulatory, financial, and operational aspects of the procurement effort**, and will facilitate the discussion reviewing potential advantages and disadvantages of the decisions to be made (e.g., one step RFP process versus two step RFP process, one scenario versus multiple scenarios, scoring and ranking approaches, potential impacts of MOU). Therefore, it is recommended that

attendees at the project kick-off meeting include Town Solid Waste staff, Town Purchasing staff, and Town Legal staff along with key Project Team staff.

Project Team Responsibilities:

- Prepare and provide data request prior to kick-off meeting
- Review preliminary documents that may be provided prior to the meeting, if any
- Prepare and provide decision matrix for review during kick-off meeting
- Facilitate the kick-off meeting

Town Responsibilities:

- Provide for a meeting space and invite attendees
- Provide Project Team with relevant documents in response to the data request
- Provide feedback during the meeting

Example Decision Matrix

Charlotte County, FL Collection Procurement and Draft Agreement Decision Matrix						
Issue/Item	Current System or Practice	Approach(es)	Advantages	Disadvantages	Notes of Discussion - Feb 16, 2018	Notes of Discussion - March 21, 2018
Operational						
Define Service Area					Task 2 Item	
(First amendment added Don Pedro and Knights Island for residential service, not commercial)	Unincorporated County, Gaspirilla	County unincorporated; Gaspirilla Island, Don Pedro Island, Little Gaspirilla Island, other			Benchmark counties each have multiple zones (some	Keep one zone; clearly define service area; may
Charlotte County, FL Collection Procurement and Draft Agreement Decision Matrix						
Issue/Item	Current System or Practice	Approach(es)	Advantages	Disadvantages	Notes of Discussion - Feb 16, 2018	Notes of Discussion - March 21, 2018
Legal						
Minimum Qualifications in RFP	NA	Any legal requirements?				
Exclusive Franchise Granted						
Contractor Obligations Prior to Commencement Date						
Collection Service						
Limit						
Scope of Services						
Residential						
Enforcement of Exclusive						
Service Area						
Financial Stability of Proposers						
Terminology Agreement vs. Contract						
Ya						
Multifamily as Commercial or Second Residential Category						
Term of Agreement						
Franchise Fees						
Rate Adjustments						
Scoring of Price						
Pre-Proposal Conference						

Charlotte County, FL Collection Procurement and Draft Agreement Decision Matrix						
Issue/Item	Current System or Practice	Approach(es)	Advantages	Disadvantages	Notes of Discussion - Feb 16, 2018	Notes of Discussion - March 21, 2018
Financial						
Performance Bond						
Not included currently?		County-specific language/requirements?	Guarantees performance, provides recourse if non-performance		Task 2 item - amounts and types	Must be from a Surety company (no cashiers check or secured savings); amount TBD
Financial Stability of Proposers						
Terminology Agreement vs. Contract						
Ya						
Multifamily as Commercial or Second Residential Category						
Term of Agreement						
Franchise Fees						
Rate Adjustments						
Scoring of Price						
Pre-Proposal Conference						

Charlotte County, FL Collection Procurement and Draft Agreement Decision Matrix						
Issue/Item	Approach(es)	Advantages	Disadvantages	Notes of Discussion - Feb 16, 2018	Notes of Discussion - March 21, 2018	
Purchasing/Procurement						
Style of Procurement						
RFP: one step		Quicker than two-step, evaluation - price as one of several evaluation criteria	Price is one of several evaluation criteria	RFP will be one step		
RFP: two steps		Price not considered until non-price is evaluated and scored.		Kim, can we get Word document of the Radio System RFP?	Kim emailed Word document of Radio System RFP.	
RFQ followed by RFB		Only request price from those deemed qualified	Longer timeline			
Include a draft agreement as attachment		Every vendor knows what they are expected to sign; cuts down on negotiations at end of process.				
Evaluation Criteria (Relates to style of procurement.)				Task 2 Item - note scoring criteria		
Points process for all items		Allows for price to be one of several items evaluated		Price will be one of many components (one-step RFP)	Likely 100 point scale with 40 points for price.	
Qualify first, price separate		Still allows for price to be one of several items; price does not influence scoring of non-price items				
Qualify first, price separate; lowest price of qualified vendors wins selection.			Lowest price vendor of any qualified vendors wins; takes longer			
Scoring of Price (Common Practice)						
A/B x C = D Where: A = lowest price B = proposer's price C = total possible points D = points assigned Discuss weighting of residential and commercial vs. all together		Solely Objective; can use this approach to coring price in any of the procurement approaches		Kim will send professional services resolution - will show details and procedures for selection committee; will reserve right for presentations from vendors, but not required. (Received)	Kim sent professional services resolution.	
Pre-Proposal Conference						

Task 2 – Bid Documents (RFP), Notices & Contract Development

Once final decisions have been made for the approach to procurement and the services to be included, the Project Team will draft the RFP documents, to include a draft of public notice, general and specific terms and conditions, anticipated timeline of procurement events, minimum qualifications for proposers, evaluation criteria, instructions for preparing proposals, forms required of proposers, and a draft service contract (collectively known as the procurement package). It has been our experience that including a draft contract in the procurement package clarifies what will be expected of the winning proposer and minimizes the need for contract negotiations once an award has been made. We also highly recommend including specific forms for proposers to streamline the evaluation process as much as possible. As members of the Project Team are not attorneys, it will ultimately be the Town's responsibility to conduct final legal/policy review of the procurement package and release the RFP.



Project Team Responsibilities:

- Prepare and provide up to three drafts of the procurement package, incorporating Town comments into each draft, via email
- Participate in a conference calls, as necessary, to discuss review comments from the Town for each draft

Town Responsibilities:

- Provide timely review of each draft of the procurement package, consolidating comments from multiple reviewers
- Participate in conference calls, as necessary, to discuss comments on the draft procurement package
- Finalize and release the RFP

Task 3 – Pre-proposal Meeting & Addenda Preparation

Project Team staff will assist the Town with facilitating the pre-proposal meeting. Efforts for this task are anticipated to include drafting an agenda for the meeting, attendance at and facilitation of the meeting to review the procurement package and assist with answering questions. This task also includes assistance with preparing written responses to questions and addenda after the pre-proposal meeting.

Project Team Responsibilities:

- Prepare and provide an agenda for the pre-proposal meeting
- Facilitate the pre-proposal meeting, taking notes on questions from proposers and responses
- Prepare and provide written responses to questions from proposers, in the form of an addendum
- Prepare and provide other addenda, as necessary
- Participate in a conference call(s) to discuss Town comments, as necessary

Town Responsibilities:

- Provide for a meeting space for the pre-proposal meeting, which may need to include an option for virtual attendance
- Provide a sign-in-sheet and copies of any handouts, record the meeting if required, and take notes to document questions and responses, for comparison to Project Team notes
- Participate in conference calls to discuss comments on the addenda, as necessary

Task 4 – Proposal Review / Evaluate Vendor Response

Subtask 4.A. – Completeness Review

The Project Team will develop a completeness review form based on the requirements included in the RFP. The completeness review form will be shared with the selection committee for their use in reviewing proposals. It is anticipated that the completeness review form will be reviewed with the selection committee at the first selection committee meeting (see Task 5) to describe how it should be used, and results of completeness reviews shared at the second or third selection committee meeting. The Project Team will also use this form to conduct a completeness review of proposals received.

Project Team Responsibilities:

- Develop and provide a completeness review form, in Microsoft Excel, via email
- Conduct completeness review

Town Responsibilities:

- Provide the completeness review form to the selection committee

Subtask 4.B. – Reference Checks

The Project Team will develop a draft questionnaire to be used when conducting reference checks, for review by Town staff. We will facilitate a conference call with Town staff to discuss modifications to the questionnaire. Once finalized, it is anticipated that Town staff will conduct the reference check interviews, using the final questionnaire. Among other things, the questionnaire will include questions relating to proposers' customer service program and transition history in the reference communities. It is anticipated that the results of the reference checks will be shared with the selection committee at the second or third selection committee meeting (see Task 5).

Project Team Responsibilities:

- Develop and provide a reference check questionnaire, in Microsoft Word, via email
- Facilitate a conference call with Town staff to discuss and finalize the questionnaire

Town Responsibilities:

- Provide the Project Team with copies of the complete proposals received, in electronic format, via email
- Participate in a conference call to discuss and finalize the reference check questionnaire
- Conduct the reference checks and provide information to the selection committee

Subtask 4.C. Resource Evaluation

The Project Team will review and evaluate technical information, including equipment and staffing, provided in proposals to assess whether it appears the respective proposer can comply with the performance specifications and criteria during the contract term. It is anticipated that the results of the evaluation will be shared with the selection committee at the second or third selection committee meeting (see Task 5).

Project Team Responsibilities:

- Evaluate technical/operational information provided in proposals
- Discuss results of the evaluation at a selection committee meeting

Town Responsibilities:

- None anticipated

Subtask 4. D. Cost Evaluation

Using a Microsoft Excel model, the Project Team will develop cost comparisons for up to five proposals and compare them to the current rates, as applicable. The cost comparison model will include a concise summary tab for ease of reference. It is anticipated that the cost comparisons will be reviewed in the second or third selection committee meeting (see Task 5).

Project Team Responsibilities:

- Develop cost comparisons of proposals, in Microsoft Excel
- Discuss results of the cost comparison at a selection committee meeting

Town Responsibilities:

- None anticipated

Task 5 – Coordinate / Administrative & Evaluate Selection Committee Proceedings

It is anticipated that the number of selection committee meetings and the general agenda for each meeting will be discussed at the project kick-off meeting. It is common practice to hold at least three selection committee meetings. Project Team staff will attend and facilitate each meeting, be available to answer technical questions, and present information related to tasks completed by the Project Team (e.g., completeness review, reference checks, and cost evaluations) in the appropriate meetings. It is anticipated that in the final selection committee meeting, the committee will rank proposers, in compliance with purchasing requirements or policies.

Project Team Responsibilities:

- Project Team staff will attend and facilitate selection committee meetings
- Discuss relevant tasks at each meeting

Town Responsibilities:

- Convene a selection committee, per Town purchasing requirements or policies
- Provide for a meeting place and invite attendees to each meeting

Task 6 – Final Contract Negotiation

Upon final ranking of proposers, the Project Team will assist Town staff in negotiations of the final contract to be executed for solid waste services. As the draft contract will be included in the procurement package, we anticipate only minor edits, if any, will be required for the final contract.

Project Team Responsibilities:

- Project Team staff will attend contract negotiations meetings
- Revisions to the contract, as necessary

Town Responsibilities:

- Arrange for a meeting place to conduct negotiations meetings
- Invite appropriate attendees to the meetings



Task 7 – Agenda Preparation & Presentation to Council

The Project Team will assist Town staff in preparing the agenda item to present the recommendation for award of the solid waste services contract. The Project Team will prepare a presentation to debrief the Council on the procurement process and results of selection committee rankings and subsequent contract negotiations. The presentation should provide the Council with the necessary information to determine whether, and to whom, to award the contract. We will give the presentation before the Council in a workshop or meeting, as directed by Town staff.

Project Team Responsibilities:

- Prepare and provide up to two drafts and one final version of the agenda item and PowerPoint presentation
- Facilitate conference call(s), as needed, to discuss the draft presentation
- Present to the Council

Town Responsibilities:

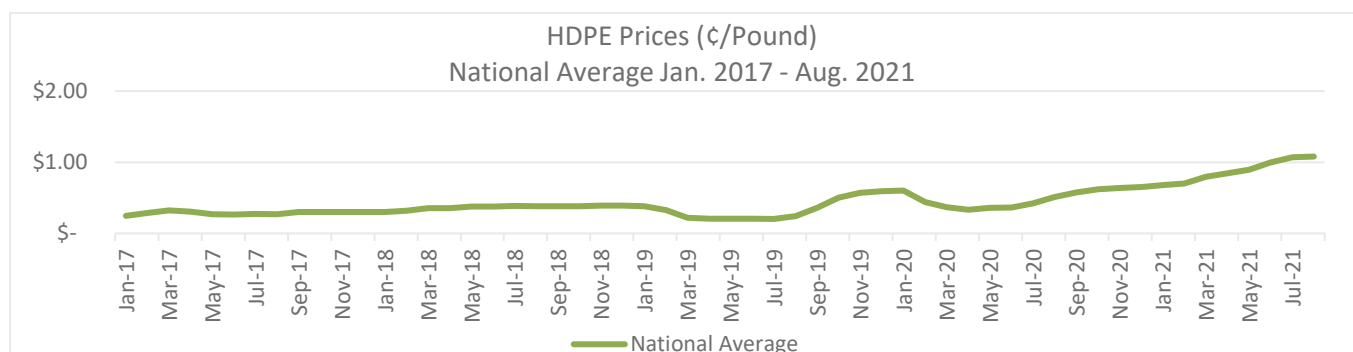
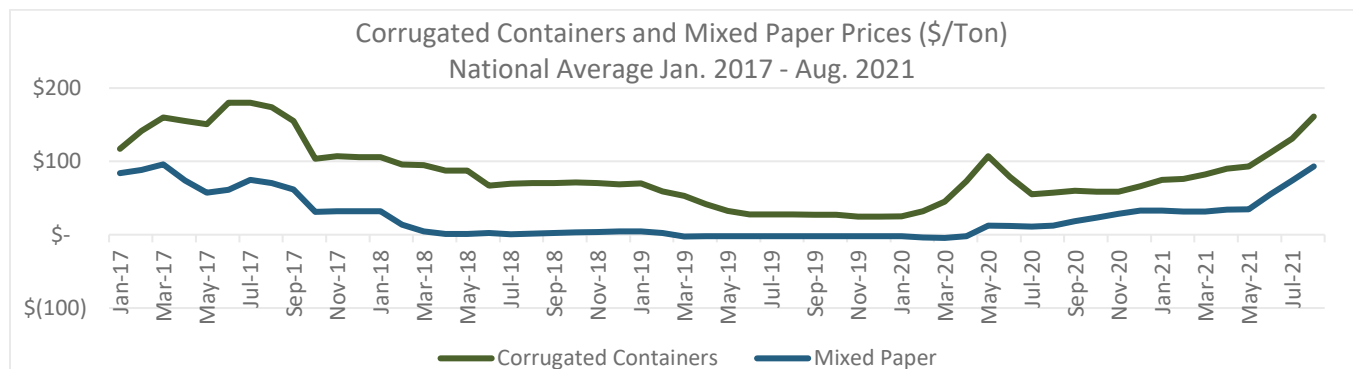
- Arrange for the Council workshop (which may be separate from a regularly scheduled Council meeting)
- Review and provide comment on the agenda item and draft PowerPoint presentation, consolidating comments from multiple reviewers
- Participate in conference call(s) to discuss draft PowerPoint presentation, as necessary

ADDITIONAL SERVICES

Any additional services outside the scope of work identified in this proposal will be billed based on the hourly billing rates provided in the Price Schedule (submitted separately), with a scope of services provided to the Town and approval received from the Town prior to commencing any out-of-scope work. Additional efforts could include ordinance review for recommended revisions, among other things.

ADDRESSING CHALLENGES

- **Flexibility for the Future.** As noted in Section 1, Familiarity with Local Solid Waste Operating Environment, the Town's next collection and disposal/processing contract(s) should allow for flexibility in designated facilities in order to accommodate future MOU potential facilities. The Town's future contract(s) should also accommodate the possibility of greater diversion through processing of yard waste and/or bulky items, or other items, which may require separate collection, should the MOU result in facilities that can divert these materials.
- **Recycling Markets.** While recycling markets have always been volatile, the downward pressure on recycling commodity pricing was exacerbated by what has been referred to as the "China Sword" when in the beginning of 2018, China no longer accepted certain types of scraps from the U.S. and stringently regulated other types of scraps. 2018 through 2020 were very challenging years for the commodities markets; however, throughout 2021, recycling markets have continued to improve, alleviating some of the previous pressures that were placed on recycling programs due to lack of revenue. The "China Sword" brought much needed attention to the issues of domestic capacity and contamination. More domestic capacity is coming online. Contamination continues to be an issue, and the State legislature signed into law (effective October of 2020) requirements for local governments and their haulers to address contamination. Language must be included in the Town's next contract to meet these new requirements. (See Section 403.706 of Florida Statute.)
- **Supply Chain Impacts.** With the supply chain issues facing every industry today, the truck manufacturing industry among them, delivery of collection vehicles is experiencing unprecedented delays. The lack of supply, the cost of steel, and upcoming (2024) new emission standards, have placed a strain on supply and demand for collection vehicles. The cost of vehicles is going up as well as the wait time for delivery. The Town's RFP should allow for ample time for transition should another contractor be selected, and the Town should not require brand new vehicles at the start of the contract or require a dedicated fleet to help mitigate these impacts.



PROJECT TIMELINE AND DELIVERABLES

The following table depicts the timeline of the Tasks described in the Methodology and Approach section above. Note that specific deliverables have been included under “Project Team Responsibilities” for each Task in the Methodology and Approach section above. Provided below is a timeline that meets the Town’s requirement for Substantial Completion of the Project of no later than ninety (90) calendar days from date of issuance of the Notice to Proceed, and Final Completion within one hundred and twenty (120) calendar days from date of issuance of the Notice to Proceed. Given the importance of this RFP process and resulting agreement, coupled with the extremely tight timeline, it will be extremely important that the Project Team and Town staff work together very efficiently to complete the tasks. (The Project Team will discuss options to mitigate the timeline challenges at the project kick off meeting.)

		January	February	March	April	May
Task No.	Project Start Date	★				
1	Project Kick-off / Data Accumulation		1			
2	Bid Documents (RFP), Notices & Contract Development					
3	Pre-proposal Meeting & Addenda Preparation			2		
4	Proposal Review / Evaluate Vendor Response					
5	Coordinate / Administrative & Evaluate Selection Committee Proceedings				3	3
6	Final Contract Negotiation					
7	Agenda Preparation & Presentation to Council					4

- 1 Kick-off meeting
- 2 Pre-proposal meeting Selection
- 3 Committee meetings
- 4 Presentation to Council

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APPENDIX A PROJECT TEAM RESUMES

RLI NO. 22-005

**DRAFTING RFP SPECIFICATIONS INCLUDING
RECYCLING, COLLECTION, PROCESSING &
DISPOSAL SERVICES**

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Allison TRULOCK

MANAGING DIRECTOR - SOLID WASTE PRACTICE

Ms. Allison Trulock has over 20 years of experience in the solid waste industry specializing in strategic and master planning, stakeholder outreach, solid waste and recyclables collection options evaluations and efficiency studies, procurement assistance, financial feasibility analysis, and ordinance review and development. Ms. Trulock joined NewGen in February of 2017. Prior to joining NewGen, she was employed for nearly ten years at HDR, where at the time of her departure she was HDR's Integrated Waste Planning National Practice Lead. Prior to that she worked at R. W. Beck for 11 years.

CONTACT

2875 S. Orange Ave., Suite 500-1905
Orlando, FL 32806
Email: atrulock@newgenstrategies.net
Phone: (407) 247-2370
Website: www.newgenstrategies.net

EDUCATION

Bachelor of Science in Political Science and
Economics, Florida State University

PROFESSIONAL CERTIFICATIONS/ AWARDS

Certified Practitioner in Zero Waste Principles
and Practices, SWANA and CRRA, 2020
Collection and Transfer Distinguished
Individual Achievement Award, SWANA, 2021

BOARDS AND ASSOCIATIONS

Solid Waste Association of North America
(SWANA), Sustainable Materials Management
Technical Division, Director

Solid Waste Association of North America
(SWANA), Collection and Transfer Technical
Division, Past Director

KEY EXPERTISE

Strategic and Master Planning
Stakeholder Outreach
Operational Evaluations and Efficiency
Studies
Procurement Assistance
Financial Feasibility Analysis
Ordinance Review and Development

➤ RELEVANT EXPERIENCE

Solid Waste Experience

Collection Efficiency, Options Evaluations, and Procurement Assistance

Ms. Trulock has extensive experience in assisting clients with municipal collection systems in evaluating their current collection system for efficiency and route balance and evaluating options for changes to style or frequency in the collection system. She also has extensive experience in assisting clients with franchised or contracted collection systems in providing assistance with evaluating alternatives to include in the Request for Proposals (RFP), RFP document development and proposal evaluations, including cost evaluations. Some of Ms. Trulock's current and previous collection services clients include:

- City of Bismarck, ND
- Charlotte County, FL
- City of Concord, NC
- City of Coral Springs, FL
- City of Crystal River, FL
- DeKalb County, GA
- City of Fate, TX
- City of Greensboro, NC
- City of Lubbock, TX
- City of Margate, FL
- City of Muskogee, OK
- City of Murphy, TX
- City of Palm Coast, FL
- City of Raleigh, NC
- City of Sioux Falls, SD
- City of Stillwater, OK
- City of Sunrise, FL
- City of Victoria, TX

Ordinance Review and Development

Ms. Trulock has assisted numerous clients over the years with ordinance review and development efforts. The efforts often coincide with changes to collection systems or other system changes, and typically include reviewing existing ordinance language, drafting revisions, and working with the client's legal counsel to finalize revised language. Some of Ms. Trulock's current and previous ordinance review clients include:

- Charlotte County, FL
- City of Coral Springs, FL
- City of Crystal River, FL
- City of Margate, FL
- City of Palm Coast, FL
- Sarasota County, FL
- City of Stillwater, OK

Allison TRULOCK

MANAGING DIRECTOR - SOLID WASTE PRACTICE

Solid Waste Strategic and Master Planning Experience

Ms. Trulock has developed many solid waste master plans and management plans, often using the stakeholder techniques described in the section below. A long-term plan provides the community with a forward-thinking road map to meet its needs in the near- and long-term, and in the most economical means possible, while considering other goals. Efforts in the development of these plans have included baseline efforts and needs assessment to develop a clear understanding of current conditions; identification of potential alternative strategies, usually vetted through stakeholder outreach; strategy evaluation considering the “triple bottom line” of sustainability (environmental, economic, social); and final plan development, including an implementation plan for the recommended strategies. Implementation plans address the timing, activities, responsible parties for activities, and monitoring and measurement activities. Some of Ms. Trulock’s current and previous solid waste master plan/ solid waste management plan clients include:

- City of Austin, TX
- City of Coral Springs, FL
- Hillsborough County, FL
- Horry County SWA, SC
- City of Houston, TX
- City of Laredo, TX
- Mecklenburg County, NC
- City of Mesquite, TX
- Miami-Dade County, FL
- Pinellas County, FL
- Sarasota County, FL
- City of Stillwater, OK

Stakeholder Outreach

Ms. Trulock has extensive experience using a variety of stakeholder outreach techniques. She is a firm believer in the benefits of engaging stakeholders early and often throughout the project. Engaging the participants of a system or program in the process of designing or changing the system or program enhances the buy-in of the community, and therefore increases the probability of success. Ms. Trulock is well versed in designing, executing, interpreting, and facilitating a wide range of stakeholder outreach techniques, often used in strategic and master planning efforts (see list of clients in previous section), including:



Rate Study and Financial Feasibility Analyses

Ms. Trulock has worked with several clients over the years on a variety of financial feasibility analyses. These types of projects range from rate studies to determine rate adjustments that may be required to accommodate system changes; working with clients to move from a general fund to an enterprise fund; rate case assistance to assist local government clients determine whether their private contractor rate adjustment request is reasonable; and negotiations assistance. Some of Ms. Trulock’s current and previous financial feasibility analysis clients include:

- Charlotte County, FL
- City of Pompano Beach, FL
- City of Stillwater, OK
- Horry County Solid Waste Authority, SC
- City of Raleigh, NC



Dave YANKE

PRESIDENT

CONTACT

8140 North Mopac Expressway, Suite 1-240
Austin, TX 78759

Email: dyanke@newgenstrategies.net

Phone: (512) 649-1254

Website: www.newgenstrategies.net

EDUCATION

Texas A&M University, College Station, Master
of Business Administration

University of Wisconsin, Madison, Bachelor of
Business Administration

ADVISORY COUNCILS & BOARDS

President of the Texas Commission on
Environmental Quality (TCEQ) Municipal Solid
Waste Management and Resource Recovery
Advisory Council

Served as Vice Chair on the State of Texas
Alliance for Recycling (STAR) Board of
Directors, formerly Treasurer (2014-2016)

KEY EXPERTISE

Cost of Service and Rate Design Studies

Solid Waste Management Plans

Management Reviews

Operations Reviews

Procurement Assistance

Environmental Enforcement (Illegal Dumping)

Mr. Dave Yanke brings over 30 years of financial consulting insight to his public sector water, wastewater, and solid waste clients. His experience includes the conduct of operational reviews, system valuations, feasibility and municipalization analyses, and cost of service and rate design studies for water, wastewater, and solid waste utilities. Having effectively guided numerous repeat clients through a wide variety of operational and financial challenges, Mr. Yanke serves as a trusted advisor in an ever-changing marketplace.

➤ RELEVANT EXPERIENCE

Solid Waste Experience

Mr. Yanke has been actively involved in the municipal solid waste consulting arena since 1991. During that time, he has gained a national reputation with regard to such solid waste issues as full cost accounting and environmental enforcement. Mr. Yanke's solid waste consulting experience covers a broad array of practice areas for a multitude of clients, as listed below:

Procurement Efforts

- Edmond, Oklahoma
- Fate, Texas
- Fort Worth, Texas
- Little Rock, Arkansas
- Santa Fe County, New Mexico
- Santa Fe Solid Waste Management Agency, New Mexico
- Superior, Wisconsin
- Victoria, Texas

Solid Waste Management Plans and/or Operations Reviews

- Austin, Texas
- Bismarck, North Dakota
- Douglas, Arizona
- Garland, Texas
- Green River, Wyoming
- Houston, Texas
- Irving, Texas
- Killeen, Texas
- Lubbock, Texas
- Mesquite, Texas
- Middle Rio Grande Development Council, Texas
- Muskogee, Oklahoma
- Norman, Oklahoma
- Santa Fe Solid Waste Management Agency, New Mexico
- Stillwater, Oklahoma
- Tucson, Arizona



Dave YANKE

PRESIDENT

Financial and Economic Feasibility Studies

- Albuquerque, New Mexico
- Arlington, Texas
- Dallas, Texas
- New Braunfels, Texas
- Phoenix, Arizona
- Temple, Texas

Cost of Service and Rate Design Studies

- Austin, Texas
- Bartlesville, Oklahoma
- Bismarck, North Dakota
- Borger, Texas
- Edmond, Oklahoma
- Estancia Valley Solid Waste Authority, New Mexico
- Garland, Texas
- Grand Prairie, Texas
- Green River, Wyoming
- Huntsville, Texas
- Killeen, Texas
- Laredo, Texas
- Little Rock, Arkansas
- Lynchburg, Virginia
- Nacogdoches, Texas
- Phoenix, Arizona
- Pima County, Arizona
- Sandoval County, New Mexico
- Santa Fe, New Mexico
- Santa Fe County, New Mexico
- Santa Fe Solid Waste Management Agency, New Mexico
- Scottsdale, Arizona
- South Central Solid Waste Authority; Las Cruces, New Mexico
- Superior, Wisconsin
- Temple, Texas
- Tucson, Arizona
- York County, South Carolina

Other Types of Studies

- Estancia Valley Solid Waste Authority, New Mexico – Asset Management Plan
- Grand Prairie, Texas – Franchise Fee Evaluation
- Mesquite, Texas – Private Hauler Rate Increase Review
- Houston-Galveston Area Council, Texas – Municipal Solid Waste Generation & Diversion Forecast (2005 and 2017)
- Montgomery and Wharton Counties, Texas – Review of Illegal Dumping Issues
- Tucson, Arizona – Feasibility Analysis Concerning a Multi-family Recycling Program
- U.S. EPA – Retained to Attend a Full Cost Accounting Roundtable Discussion
- Waco, Texas – Public Awareness Materials
- Walker County, Texas – Countywide Collection Program
- Developed “Municipal Solid Waste Services Full Cost Accounting” Workbook
 - Iowa Department of Natural Resources
 - Texas Commission on Environmental Quality (formerly the Texas Natural Resource Conservation Commission)
 - Wyoming Department of Environmental Quality

****Mr Yanke's full resume is available upon request.***



Stephanie **CRAIN**

SENIOR CONSULTANT

Ms. Stephanie Crain joined NewGen Strategies and Solutions, LLC as a consultant in May 2014. Her primary area of focus is utility cost of service, rate design, and financial analysis. Prior to joining the firm, Ms. Crain served as a Solid Waste Analyst at SAIC Energy, Environment & Infrastructure, LLC. Ms. Crain has eight years of experience conducting water, wastewater and solid waste cost of service studies for clients in Arizona, Florida, New Mexico, Texas, and Wyoming.

CONTACT

225 Union Blvd., Suite 305
Lakewood, CO 80228
Email: scrain@newgenstrategies.net
Phone: (512) 649-1423
Website: www.newgenstrategies.net

EDUCATION

Bachelor of Arts in Mathematical Economic
Analysis, Rice University

KEY EXPERTISE

Econometric Analysis
Feasibility Analyses
Financial Modeling
Market Research
Procurement Assistance
Strategic Planning
Sustainability

➤ RELEVANT EXPERIENCE

Solid Waste Experience

Strategic and Master Planning

Development of these plans have included baseline and needs assessments to develop a clear understanding of current conditions; identification of potential alternative strategies, usually vetted through stakeholder outreach; strategy evaluation considering the “triple bottom line” of sustainability (environmental, economic, social); and final plan development, including an implementation plan for the recommended strategies. Her recent solid waste strategic and master planning clients include:

- City of Austin, Texas
- City of Greensboro, North Carolina
- City of Houston, Texas
- City of Laredo, Texas
- Pinellas County, Florida
- City of Stillwater, Oklahoma

Cost of Service and Rate Design

Ms. Crain has conducted solid waste cost of service analyses and rate design studies to assist organizations in understanding the financial situations of their utility. Rates are developed in support of clients’ objectives and using best practices to protect the financial integrity of the operation. Her solid waste cost of service and rate design clients include:

- City of Borger, Texas
- City of Bryan, Texas
- City of Denton, Texas
- City of Huntsville, Texas
- City of Midland, Texas
- City of Nacogdoches, Texas
- City of Weatherford, Texas
- City of Roswell, New Mexico
- City of Irving, Texas
- Sandoval County, New Mexico
- City of Santa Fe, New Mexico
- Santa Fe Solid Waste Management Agency, New Mexico
- South West Solid Waste Authority, Silver City, New Mexico
- City of Superior, Wisconsin
- City of Tucson, Arizona
- City of Springfield, Missouri
- City of Grand Prairie, Texas



Savanna PAGE

CONSULTANT

CONTACT

8140 North Mopac Expressway, Suite 1-240
Austin, TX 78759

Email: spage@newgenstrategies.net

Phone: (737) 210-8954

Website: www.newgenstrategies.net

EDUCATION

Master of Science in Ecological Economics,
University of Edinburgh

Bachelor of Science in Economics, University
of Texas at Dallas

KEY EXPERTISE

Econometric Analysis

Financial Modeling

Feasibility Analyses

Market Research

Sustainability

LEED Certified

> RELEVANT EXPERIENCE

Solid Waste Experience

Cost of Service and Rate Design

Ms. Page is currently conducting solid waste cost of service analyses and rate design studies to assist organizations in understanding the financial situations of their utility. Rates are developed in support of clients' objectives and using best practices to protect the financial integrity of the operation. Her solid waste cost of service and rate design clients include:

- City of Bartlesville, Oklahoma
- City of Irving, Texas
- City of Laredo, Texas
- City of Springfield, Missouri
- City of Waco, Texas

Strategic Planning

- City of Laredo, Texas - Solid Waste Master Plan
- City of Waco, Texas - Solid Waste Transfer Station Feasibility Study

MASTER'S THESIS

INVESTIGATING THE ATTITUDE-BEHAVIOR GAP PRESENT IN AMERICA'S CONSUMPTION OF SINGLE-USE PLASTICS

- Designed and thoroughly researched project aimed at investigating American's attitudes and behaviors towards single-use plastic consumption.
- Tracked 46 socio-economic indicators from 1500+ respondents related to American's consumption and waste activity.
- Created regressions, charts, and visual aids using R to thoroughly analyze collected data and establish consumption, waste, and recycling trends.



APPENDIX B

LETTERS OF REFERENCE

RLI NO. 22-005

**DRAFTING RFP SPECIFICATIONS INCLUDING
RECYCLING, COLLECTION, PROCESSING &
DISPOSAL SERVICES**

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12/13/2021

To whom it may concern:

It is without reservation that I recommend Allison Trulock for any work related to drafting effective sanitation contracts, sanitation rates and analytical work relating to the industry.

Solid Waste Division selected Ms. Trulock as a consultant for Charlotte County's recent contract drafting, and assistance with the Request for Proposal (RFP). Charlotte County has grown tremendously over the last two decades and the existing contract was originally drafted for a small community served by two small local sanitation companies. In essence the existing contract that was taken over by our current franchise hauler was very limited in scope and did not contain the needed language to effectively serve nor provide adequate protection for the rate payers of Charlotte County.

Ms. Trulock's knowledge and skills resulted in a thorough well written contract that protected the rate payers and gave the County recourse should unforeseen incidents occur regarding exclusive sanitation services for both residential and commercial customers in unincorporated Charlotte county. Charlotte County consists of approximately 90,000 residential customers and 2,600 commercial businesses accounts in a geographic area consisting of 859 square miles.

Ms. Trulock was always available either in person or by phone with just a moments notice. Ms. Trulocks professionalism and knowledge of the industry is second to none and able effectively provide the guidance and input for a successful outcome of any task she is asked to execute.

Sincerely,

Richard L. Allen
Solid Waste Operations Manager

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123 NW Highway 19
Crystal River, FL 34428
352-795-4216 P
352-795-6245 F
www.crystalriverfl.org

December 21, 2021

To Whom it may Concern:

The purpose of this letter is to wholeheartedly recommend you select Allison Trulock with NewGen Strategies and Solutions to assist you with procuring a solid waste vendor. The City of Crystal River needed to rebid our solid waste contract in Fiscal Year 2021. Knowing we had to get this right and having limited expertise ourselves (we are a small City of 3200 residents,) we hired Allison based on the recommendation of several others.

Allison proved to be a master of taking the reins and running with a project, and at the same time soliciting the necessary information from the City to prepare our bid documents. She started with a comprehensive decision matrix where she, in detail, walked us thru the essential components of the bid. Once that was complete, she prepared a highly detailed and impressive set of bid documents.

Once the bid hit the street, she hosted a very beneficial pre-bid meeting. She then worked closely with the review committee to evaluate all of the submittals and prepare a recommendation to our City Council. The recommendation included that we negotiate with the highest-ranked respondent. Allison and I worked closely to negotiate the proposed rates down significantly from the bid prices while keeping our same level of service. I could not have achieved this without her capabilities.

Aside from her expertise in the solid waste business, Allison proved to be almost always available to answer questions we had. She is also exceptionally well-versed in making public presentations by taking a very complex process and putting into terms everyone understood.

In closing, I give Allison the highest endorsement as your solid waste consultant. I am available should you like to discuss my thoughts further.

Sincerely,

Ken Frink
City Manager, City of Crystal River

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APPENDIX C

FORMS AND DOCUMENTS REQUIRED BY THE TOWN

RLI NO. 22-005

**DRAFTING RFP SPECIFICATIONS INCLUDING
RECYCLING, COLLECTION, PROCESSING &
DISPOSAL SERVICES**

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TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

APPENDIX A
OFFEROR'S QUALIFICATION STATEMENT
[Please print clearly]

NAME: NewGen Strategies and Solutions, LLC

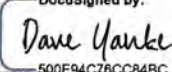
ADDRESS: 225 Union Blvd., Suite 305, Lakewood CO, 80228

FEIN: 46-0863326

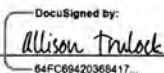
LICENSE NUMBER: M17000004019 STATE OR COUNTY: Florida

LICENSE TYPE: State of Florida License to do Business - Foreign Limited Liability Company
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: N/A
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: 
DocuSigned by:
500E94C78CC84BC

LICENSEE NAME: Dave Yanke, President

PROPOSER'S SIGNATURE: 
DocuSigned by:
64FC69420368417...

PROPOSER'S NAME: Allison Trulock, Managing Director - Solid Waste

PROPOSER'S ADDRESS: 2875 S. Orange Ave., Suite 500-1905, Orlando FL, 32806

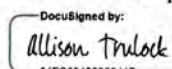
PROPOSER'S PHONE NUMBER: Office: (720) 749-1205 Cell: (407) 247-2370

PROPOSER'S EMAIL ADDRESS: atrulock@newgenstrategies.net

By: Allison Trulock

NewGen Strategies and Solutions, LLC
Name of Corporation/Entity

225 Union Blvd., Suite 305, Lakewood CO, 80228
Address of Corporation/Entity


DocuSigned by:
64FC69420368417...
Signature of President or Authorized Principal

By: Allison Trulock, Principal and Managing Director - Solid Waste Practice

State of Florida

Department of State

I certify from the records of this office that NEWGEN STRATEGIES AND SOLUTIONS, LLC is a Colorado limited liability company authorized to transact business in the State of Florida, qualified on May 11, 2017.

The document number of this limited liability company is M17000004019.

I further certify that said limited liability company has paid all fees due this office through December 31, 2020, that its most recent annual report was filed on February 12, 2020, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of July, 2020*



Randy Lee
Secretary of State

Tracking Number: 5180788326CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

APPENDIX C
DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT

TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF ~~FLORIDA~~ Texas
COUNTY OF Travis

BEFORE ME, the undersigned authority, this day personally appeared Allison Trulock, 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

Principal and Managing Director -

☒ the Solid Waste Practice of NewGen Strategies and Solutions, LLC

[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:

2875 S Orange Ave., Suite 500-1905, Orlando, FL 32806

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.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

AFFIANT FURTHER SAYETH NAUGHT.

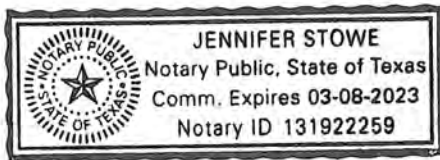
DocuSigned by:

Allison Trulock

R4FCR942036B417

Allison Trulock, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 5th day of January, 20 22, by Allison Trulock, [x] who is personally known to me or [] who has produced _____ as identification and who did take an oath.



Jennifer Stowe
Notary Public

Jennifer Stowe
(Print Notary Name)
State of Texas at Large
My Commission Expires: 3/8/2023

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

Disclosure of Ownership Interests

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

[illegible]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

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: _____

DocuSigned by:
Allison Trulock
64FC68420368417...

PROPOSER FIRM: NewGen Strategies and Solutions, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

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 Town of Southwest Ranches, Florida
by Allison Trulock
for NewGen Strategies and Solutions, LLC
whose business address is 225 Union Blvd., Suite 305, Lakewood, CO 80228

and (if applicable) its Federal Employer Identification Number (FEIN) is 46-0863326

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLJ NO. 22-005

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.)

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

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

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

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

PROPOSER: NewGen Strategies and Solutions, LLC

By: DocuSigned by:
Allison Trulock
54FC66420356417

Allison Trulock
(Printed Name)

Principal and Managing Director - Solid Waste Practice
(Title)

Sworn to and subscribed before me this 5th day of January, 20 22

Personally known X

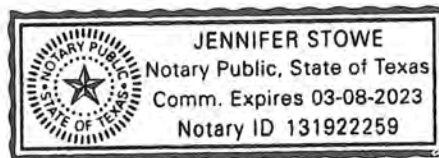
Or Produced Identification _____
(Type of Identification)

Notary Public - State of Texas

Jennifer Stowe
Notary Signature

My Commission Expires 3/8/2023

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



TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLJ NO. 22-005

APPENDIX F
NON-COLLUSION AFFIDAVIT

State of Texas) ss:

County of Travis)

Allison Trulock being first duly sworn deposes and says that:
Principal and Managing Director -

- (1) He/She is the Solid Waste Practice (Owner, Partner, Officer, Representative or Agent) of NewGen Strategies and Solutions, LLC, 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]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

By: DocuSigned by:
Allison Trulock
84FC69420368417...

Allison Trulock
(Printed Name)

Principal and Managing Director - Solid Waste Practice
(Title)

Sworn to and subscribed before me this 5th day of January, 2022

Personally known X

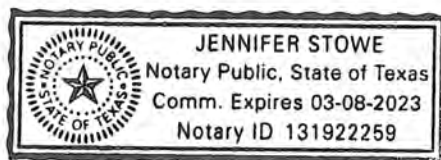
Or Produced Identification _____
(Type of Identification)

Notary Public - State of Texas

Jennifer Stowe
Notary Signature

My Commission Expires 3/8/2023

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



TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

APPENDIX G
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: NewGen Strategies and Solutions, LLC

Street address: 225 Union Blvd, Suite 305

City, State, Zip: Lakewood, CO 80228

Certified By: Allison Trulock
(type or print)

Title: Principal and Managing Director - Solid Waste Practice

Signature:  Date: January 5, 2022

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

APPENDIX H
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 Letters of Interest, and which can complete the Work within the time schedule specified.

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

1. All license, certificate and experience requirements must be met by the proposer (as opposed to the Subcontractor) at the time of Bid submission. Bids 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 Bid, proposer represents that it meets the requirements set forth above, and as set forth in the Bid Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer's Signature:  DocuSigned by:
Allison Trulock
84FC85420385417

Proposer's Name: Allison Trulock

Proposer's Address: 2875 S. Orange Ave., Suite 500-1905
Orlando, FL 32806

Proposer's Phone Number: (720) 749-1205

Proposer's Email: atrulock@newgenstrategies.net

Proposer's Firm: NewGen Strategies and Solutions, LLC

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

State of ~~Florida~~ Texas

County of Travis

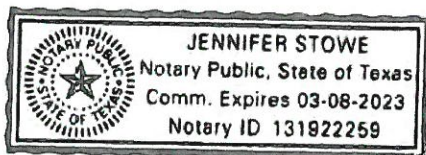
The foregoing instrument was acknowledged before me this 5th day of January, 2022
by Allison Trulock of NewGen Strategies and Solutions(Proposer), who is personally
known to me or who has produced _____ as identification and who did (did
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Travis County, Florida Texas


Notary Signature

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



Proposer's Firm: NewGen Strategies and Solutions, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

***APPENDIX I**
CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of N/A)
County of N/A) ss:

I HEREBY CERTIFY that N/A, as Principal or Owner

of (Company name) N/A, is hereby authorized to execute the Bid 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 FIRM: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RFI NO. 22-005

***APPENDIX J**
CERTIFICATE OF AUTHORITY (If Partnership)

State of N/A)
County of N/A) ss:

I HEREBY CERTIFY that a meeting of the Partners of the N/A

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 Bid 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 FIRM: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

***APPENDIX K**

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of Texas)
) ss:
County of Travis)

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 Colorado, held on June 1, 2019, the following resolution was duly passed and adopted:

“RESOLVED, that Allison Trulock, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Bid dated, November 15, 2021, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and her 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 5th day of January, 2022.

DocuSigned by:
Dave Yankee
50DE9ACTACCBABC

Secretary:

(SEAL)

PROPOSER FIRM: NewGen Strategies and Solutions, LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

***APPENDIX L**
CERTIFICATE OF AUTHORITY (If Joint Venture)

State of N/A)
County of N/A) ss:

I HEREBY CERTIFY that a meeting of the Principals of the _____ N/A

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 Bid dated, _____ 20____, to the Town of Southwest Ranches official act and deed of this Joint Venture.”

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

IN WITNESS WHEREOF, I have here unto set my hand this _____, 20__.

Secretary:

(SEAL)

PROPOSER FIRM : _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

APPENDIX Q
REFERENCES

In order to receive consideration for an award, it is a requirement that the following "Information Sheet" be completed and returned with your response to this RLI.

Proposer (company name): NewGen Strategies and Solutions, LLC
Address: 225 Union Blvd, Suite 305, Lakewood, CO 80228
Telephone No: (720) 749-1205
Contact person: Allison Trulock Title: Principal and Managing Director
Number of years in business: 10 Years

Address of nearest facility: 2875 S Orange Ave., Suite 500-1905
Orlando, FL 32806

Provide a minimum of three (3) companies or governmental agencies where these products and services have been provided(attach matching letters of recommendation):

1. Company Name: City of Crystal River, Florida
Telephone No: (352) 795-4216 x301
Contact Person: Mr. Ken Frink
Title: City Manager
Contract Amount: \$40,000
Project: Solid Waste Collection Procurement and Ordinance Revisions Assistance
Email: kfrink@crystalriverfl.org
Date Services Provided: November 2020 – Ongoing
2. Company Name: Charlotte County, Florida
Telephone No: (941) 764-4393
Contact Person: Mr. Richard Allen
Title: Solid Waste Operations Manager
Contract Amount: \$98,5580
Project: Collection Procurement and Ordinance Revisions Assistance
Email: richard.allen@charlottefl.com
Date Services Provided: December 2017 – November 2020
3. Company Name: City of Victoria, Texas
Telephone No: (361) 485-3230
Contact Person: Mr. Darryl Lesak
Title: Director of Environmental Services
Contract Amount: \$65,000
Project: Solid Waste Procurement Assistance
Email: dlesak@victoriatx.org
Date Services Provided: January 2020 – September 2021

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

APPENDIX S

ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No. 1 AS _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

APPENDIX T
LIABILITY CLAIMS

Please list the following information for all/any Liability Claims for the past ten (10) years. If none state NONE:

1. Name and Location of project: NONE

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 FIRM: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
DRAFTING SOLID WASTE RFP SPECIFICATIONS INCLUDING RECYCLING, COLLECTION,
PROCESSING & DISPOSAL SERVICES
RLI NO. 22-005

APPENDIX X
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: NewGen Strategies and Solutions, LLC

Street address: 225 Union Blvd., Suite 305

City, State, Zip: Lakewood, CO 80228

Certified By: Allison Trulock
(type or print)

Title: Principal and Managing Director - Solid Waste Practice

Signature:  Date: 1/5/2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/20/2021

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

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

PRODUCER TriMountain Corporation 8301 East Prentice Avenue Suite 215 Greenwood Village CO 80111		CONTACT NAME: John Davidson PHONE (A/C, No, Ext): (720)708-4155 E-MAIL ADDRESS: john@trimountaincorp.com FAX (A/C, No): (720)708-4387	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ACE Property and Casualty Insurance Company	
		INSURER B: Chubb National Insurance Co.	
		INSURER C: Philadelphia Indemnity Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2182002681

REVISION NUMBER:

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

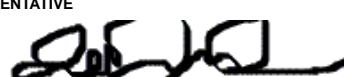
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		D95586934	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		D95586934	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			D95586946	09/01/2021	09/01/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	71791021	09/01/2021	09/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability (E&O)			PHSD1653690	09/01/2021	09/01/2022	Per Claim Limit \$3,000,000 Aggregate Limit \$3,000,000

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

Westpark Office Complex and Certificate Holder are shown as Additional Insureds with respect to the General Liability and Automobile Liability policies.

CERTIFICATE HOLDER

CANCELLATION

Congress Holdings Group, Inc. 1005 Congress Ave. Suite 150 Austin TX 78701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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THANK YOU!



Allison Trulock, Managing Director - Solid Waste Practice
NewGen Strategies and Solutions, LLC
2875 S. Orange Ave., Suite 500-1905, Orlando, FL 32806
(407) 247-2370
atrulock@newgenstrategies.net



PROPOSED PRICE SCHEDULE

RLI NO. 22-005

**DRAFTING RFP SPECIFICATIONS INCLUDING
RECYCLING, COLLECTION, PROCESSING &
DISPOSAL SERVICES**

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APPENDIX B

PRICE SCHEDULE TO BE SUBMITTED SEPARATELY

Schedule of Professional Fees and Expenses

LABOR										
	TASK:	#1	#2	#3	#4	#5	#6	#7		
CATEGORY (NAME)	HOURLY RATE	Project Kick-off / Data Accumulation	Bid documents (RFP), Notices & Contract Development	Pre- Proposal Meeting & Addenda Preparation	Proposal Review / Evaluate Vendor Response	Coordinate/ Adminstrate & Evaluate Selection Committee proceedings	Final Contract Negotiation	Agenda Preparation & Presentation to Council	TOTAL HOURS	TOTAL DOLLARS
Project Director	\$350	0	1	0	1	0	1	0	3	\$1,050
Project Manager	\$280	12	40	12	24	30	16	12	146	\$40,880
Senior Consultant	\$200	0	0	0	8	4	0	0	12	\$2,400
Consultant	-	-	-	-	-	-	-	-	-	-
Research Analyst	\$135	0	0	0	8	4	0	0	12	\$1,620
Technical Support	\$110	2	8	2	2	2	2	4	22	\$2,420
SUBTOTAL LABOR HOURS		14	49	14	43	40	19	16	208	-
SUBTOTAL LABOR DOLLARS		\$3,580	\$12,430	\$3,580	\$9,970	\$9,960	\$5,050	\$3,800		\$48,370
DIRECT COSTS										
REPRODUCTION										
COMMUNICATIONS										
TRAVEL		\$100		\$100	\$300	\$100	\$100			
SUPPLIES										
SUBCONTRACTORS										
SUBTOTAL DIRECT COST		\$100		\$100	\$300	\$100	\$100			
TOTAL PROJECT BUDGET										
LABOR+ DIRECT COST		\$3,680	\$12,980	\$3,680	\$10,270	\$10,060	\$5,150	\$3,860		\$49,680

Rates for Additional professional Services:

If it should become necessary for the Town of Southwest Ranches to request the Consultant to render any additional services to either supplement the services requested in this Request for Proposal, then such additional work shall be performed only if set forth in an addendum to the contract between the Town of Southwest Ranches and the firm.

Any such additional work agreed to between the Town of Southwest Ranches and the firm shall be performed at the same rates, set forth in the schedule of fees and expenses included in this RFP. (Appendix B)

NOTE: Any discrepancy between the written and numerical, the written prevails.

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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
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 1/27/2022
SUBJECT: Agreement with Bacallao Construction & Engineering Development, LLC
(BC&E) for FDOT Funded Hancock Road Guardrails

Recommendation

To place this item on the agenda for Council consideration and approval.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town was appropriated \$375,000 from the State Legislature for the installation of guardrails along Hancock Road. The Town entered into an agreement with the Florida Department of Transportation to begin the improvements. Survey and construction plans are complete. The work must be completed before June 30, 2022.

On June 10, 2021, the Town advertised Invitation for Bid (IFB) 21-006 for the Guardrail Installation along Hancock Road. On July 13, 2021, the Town received three (3) responses.

Vendor	Amount
---------------	---------------

DBI Services, Inc.	\$524,820.25
BC&E	\$560,046.70
Weekley Asphalt Paving, Inc.	\$579,422.50

After reviewing the bids, it was determined that DBI Services, LLC. was the lowest responsive and responsible bidder that met the requirements of the IFB. The Town entered into an agreement with DBI Services on August 26, 2021, and the Purchase Order was issued on August 27th. The pre-construction meeting was held September 9th, and the Notice to Proceed was issued for October 11th.

On October 25, 2021, the Town was notified that DBI Services, Inc. went out of business on October 22, 2021. The company abruptly shut down operations effectively in that same afternoon.

Western Surety Company executed and delivered a Payment and Performance Bond with DBI Services. The Town made a demand upon Western Surety Company under the Performance Bond to complete the work undertaken by DBI Services as defined in the Contract Documents. Western Surety Company desires to cooperate with the Town by tendering a completion contractor, duly bonded, licensed and acceptable to the Town. Western Surety Company represents BC&E submitted a revised bid in the amount of \$577,393.42 to perform the Remaining Work. Western Surety Company will pay the Town the cost difference of \$52,573.17.

Fiscal Impact/Analysis

A budget adjustment is needed to the Fiscal Year 2021-2022 Town Budget as follows:

Transportation Fund:

Revenues:

101-0000-369-36990	Miscellaneous Revenues	
	Performance Bond Proceeds	\$52,574

Expenditures:

101-5100-541-63320	Infrastructure Guardrail	\$52,574
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Staff Contact:

Rod Ley, Public Works Director
Emily Aceti, Community Services Manager
Venessa Redman, Sr. procurement & Budget Officer
Martin D. Sherwood, Town Financial Administrator

ATTACHMENTS:

Description	Upload Date	Type
Resolution - TA Approved	1/18/2022	Resolution

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH BACALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT, LLC (BC&E) IN THE AMOUNT OF FIVE HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED NINETY-THREE DOLLARS AND FORTY-TWO CENTS (\$577,393.42) TO COMPLETE THE HANCOCK ROAD GUARDRAIL IMPROVEMENTS, AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; APROVING A BUDGET AMENDMENT TO THE FISCAL YEAR 2021-2022 ADOPTED BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to install guardrails along Hancock Road; and

WHEREAS, the Town's Drainage and Infrastructure Advisory Board has ranked and prioritized this project; and

WHEREAS, this project is specifically named in the Fiscal Year 2020-2021 Town Budget (Account # 101-5100-541-63320 – Transportation: Infrastructure – Guardrails); and

WHEREAS, the Fiscal Year 2019 General Appropriations Act provided the Town with an appropriation of Three Hundred Seventy-Five Dollars and Zero Cents (\$375,000.00) with an anticipated One Hundred Thousand Dollar and Zero Cents (\$100,000.00) Town Match in the Economic Development Transportation Projects for guardrail installation on Hancock Road; and

WHEREAS, pursuant to Resolution No. 2019-067 the Town entered into an agreement with the Florida Department of Transportation to accept this funding; and

WHEREAS, these improvements must be completed by June 30, 2022; and

WHEREAS, on June 10, 2021, the Town advertised Invitation for Bid (IFB) 21-006 for the Guardrail Installation along Hancock Road; and

WHEREAS, on July 13, 2021, the Town originally received three (3) responses: DBI Services, Inc, Bacallao Construction & Engineering Development, LLC (BC&E), and Weekley Asphalt Paving, Inc.; and

WHEREAS, after reviewing the bids, it was determined that DBI Services, LLC. was the lowest responsive and responsible bidder that met the requirements of the IFB; and

WHEREAS, pursuant to Resolution 2021-077, the Town entered into an Agreement with DBI Services, Inc., which totaled Five Hundred Twenty-Four Thousand Eight Hundred Twenty Dollars and Twenty-Five Cents (\$524,820.25); and

WHEREAS, DBI Services, Inc. went out of business on October 22, 2021 prior to project construction; and

WHEREAS, Western Surety Company executed and delivered a Payment and Performance Bond with DBI Services contract; and

WHEREAS, the Town made a demand upon Western Surety Company under the Performance Bond to complete the work undertaken by DBI Services as defined in the Contract Documents; and

WHEREAS, Western Surety Company desires to cooperate with the Town by tendering a completion contractor, duly bonded, licensed and acceptable to the Town known as BC&E; and

WHEREAS, Western Surety Company as bonding agent represents BC&E whom submitted a revised bid in the amount of Five Hundred Seventy-Seven Thousand Three Hundred Ninety-Three Dollars and Forty-Two Cents (\$577,393.42) to perform the Remaining Work; and

WHEREAS, Western Surety Company will, at a minimum, pay the Town the cost difference of Fifty-Two Thousand Five Hundred Seventy-Three Dollars and Seventeen Cents (\$52,573.17); and

WHEREAS, the Town desires to enter into an agreement with the BC&E who originally was, the next lowest responsive and responsible bidder that met the requirements of the IFB; and

WHEREAS, the project includes, but is not limited to the furnishing of all labor, materials, tools, equipment, machinery, expertise, services, and all else necessary for proper construction and completion of the project; and

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

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

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

Section 2. The Town Council hereby approves the Agreement between the Town of Southwest Ranches and BC&E totaling Five Hundred Seventy-Seven Thousand Three Hundred Ninety-Three Dollars and Forty-Two Cents (\$577,393.42) providing the installation of guardrails along Hancock Road as outlined in the Agreement attached hereto as Exhibit "A".

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

Section 4. The Town Council hereby approves the necessary Fiscal Year 2021-2022 budget amendment for the Installation of guardrails along Hancock Road as follows:

Transportation Fund:

Revenues:

101-0000-369-36990	Miscellaneous Revenues	
	– Performance Bond Proceeds	\$52,574

Expenditures:

101-5100-541-63320	Infrastructure Guardrail	\$52,574
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Section 5. That this Resolution shall become effective immediately upon its adoption.

[Signatures of Following Page]

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

Ranches, Florida, this _____ day of _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.905.01

EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FOR

“IFB 21-006 GUARDRAIL INSTALLATION ALONG HANCOCK ROAD”

AGREEMENT FOR
“IFB 21-006 GUARDRAIL INSTALLATION ALONG HANCOCK ROAD”

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this ____ day of _____ 2022 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and BACCALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT, LLC (BC & E) (hereinafter referred to as “Contractor”).

WHEREAS, the Town desires to IFB 21-006 Guardrail Installation along Hancock Rd
_____ (“Project”); and

WHEREAS, the Town advertised an Invitation for Bids, IFB No. 21-006 on JUNE 10, 2021 (“IFB”); and

WHEREAS, 3 bids were received by the Town on JULY 13, 2021; and

WHEREAS, the Town has adopted Resolution No. 2022- ____ at a public meeting of the Town Council approving the recommended award and has selected BACCALLAO CONSTRUCTION & ENGINEERING DEVELOPMENT, LLC (BC & E) 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 IFB 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 IFB, the Contractor’s Bid, 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, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

- 1.3 By submitting its Bid 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 Contractor, in addition to any manufacturer's warranty for materials or equipment, hereby warrants that its work will be free of defects and deficiencies for a period of one year from the Final Completion Date. If any defects or deficiencies arise within the warranty period, the Contractor shall correct the defect or deficiency at no cost to the Town. 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

"IFB 21-006 GUARDRAIL INSTALLATION ALONG HANCOCK ROAD"

- 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 Time being of the essence, Town and Contractor agree that Contractor shall perform all Work under this Agreement and achieve substantial completion of the Work **within forty five (45) calendar days of the date of the Notice to Proceed**, subject to appropriate extensions of time as provided in this Agreement ("Substantial Completion Date").
- 2.4.1 Substantial Completion of the Work at the Project shall be defined as the date upon which the last of all the following events have occurred:
- (i) All necessary approvals have been issued with respect to the Work by the appropriate governmental authorities;
 - (ii) Restoration of all utilities to operation that have been affected during performance of the Work;
 - (iii) All Work has been completed; and
 - (iv) The Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued its written acceptance of the

Work performed by Contractor and executed and delivered to the Town a Certificate of Substantial Completion.

- 2.4.2 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.

Liquidated/Delay Damages (“LD’s”) – In the event Contractor does not achieve Substantial Completion of the Work as defined in Paragraph 2.4.1 above, in whole or in part due to its own fault, the parties acknowledge that any delay beyond the scheduled Substantial Completion Date may cause grave injury and damage to the Town by virtue of locating, moving to, and paying rent for temporary quarters, loss of use, extension of overhead costs, additional costs of design professionals and otherwise. Accordingly, the calculation of the actual damages to the Town would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work within **forty five (45) calendar days after the issuance of the Notice to Proceed** and has not obtained written authorization for such delay, the parties agree that liquidated damages and not as a penalty, the Contractor shall pay to the Town an amount equal to two hundred Dollars (\$200.00), for each day or portion thereof, that the date of completion is later than the scheduled Substantial Completion Date set forth above. Contractor shall be entitled to an extension of time and relief from liquidated damages to the extent that additional out of scope work is authorized by the Town in accordance with a properly executed Change Order and such work causes the delay in meeting the Substantial Completion Date. The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct any and all such amounts from any amounts due or to become due to Contractor.

All work shall be substantially complete no later than **forty-five (45) days** from the issuance of the Notice to Proceed. Final Completion of the project shall be achieved no later than **fifteen (15) calendar days** from Substantial Completion or within **sixty (60)** days from the date of issuance of the Notice to Proceed, whichever occurs first. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town’s design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied:

Contractor shall:

- (i) Deliver to the Town all warranties, final certifications, and similar documentation to confirm that all necessary approvals have been issued for the Work by the appropriate governmental authorities;
- (ii) Complete all Punch List items of Work;
- (iii) Remove temporary facilities from the site, along with construction tools and similar elements;

- (iv) Complete final clean-up including repair, replace and restore any items damaged by Contractor as a consequence of performing Work;
- (v) Deliver to the Town confirmation that all permits have been closed; and
- (vi) Confirm that the Town's engineer/architect of record for the Project, Town of Southwest Ranches Drainage Improvements, has issued written acceptance of the Work performed and executed and delivered to the Town a Certificate of Final Completion.

Notwithstanding the foregoing, Contractor acknowledges that, among other damages the Town may suffer from Contractor's delays, the Town may be required to forfeit payment of, or may be required to make reimbursement for, grant monies from the Broward Surtax if the Project is not timely completed. Accordingly, Contractor hereby agrees to indemnify and hold Town harmless from and against any forfeitures or losses of such grant monies resulting from Contractor's delays. Contractor acknowledges and agrees that Town, at its sole option, may elect to recover from Contractor its actual damages, including the actual loss of such grant monies, in lieu of assessing liquidated damages, where such actual losses exceed the amount of liquidated damages. This Section 2.4.2 shall survive termination of this Agreement pursuant to Sections 18C or 18E herein, or other termination for cause.

- 2.5 Contractor shall be instructed to commence the Work by written instruction in the form of a Purchase Order issued by the Procurement and Budget Officer. The Notice to Proceed and Purchase Order will not be issued until Contractor's submission to Town of all required documents and after execution of this Contract by both Parties. Preliminary work, including submission of a project schedule, schedule of values, submittals, submittal schedule, and other documents required for permitting, and performance of work that does not require permits, shall commence within ten (10) days after the date of the Notice to Proceed. Contractor shall have ten (10) days after receipt of signed and sealed contract Drawings from Consultant to apply for construction permits to the applicable permitting authority. Except for the reimbursement of permit application fees as may be provided in the Contract Documents, Contractor shall not be entitled to compensation of any kind
- 2.6 Upon failure of Contractor to obtain Substantial Completion within the deadline stated in Section 2.4, as extended by any approved time extensions, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Substantial Completion, as extended by any approved time extensions, until Substantial Completion is obtained. After Substantial Completion, should Contractor fail to complete the remaining Work within the deadline stated in Section 2.4, as extended by approved time extensions thereof, Contractor shall pay to Town the sum of two hundred Dollars (\$200.00) for each day after the deadline for Final Completion, as extended by any approved extensions, until Final Completion is obtained. These amounts are not penalties but are liquidated damages to Town for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the Parties based on (1) a mutual recognition of the impossibility of precisely ascertaining the amount of damages that will be sustained by Town as a consequence of Contractor's failure to timely obtain Substantial Completion; and (2) both Parties' desire to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to complete this

Contract on time. These liquidated damages shall apply separately to each portion of the Project for which a deadline for completion is given.

- 2.7 The liquidated damages shall be paid by Contractor to Town weekly, immediately upon each such failure of Contractor to comply with the scheduled Substantial Completion Date. In the event that the Contractor fails to make timely payments to Town, the Town shall have the right to deduct liquidated damages from monies due or to become due to Contractor. Final Completion of the Work shall be achieved no later than 60 calendar days from Substantial Completion or within one hundred eighty (180) days from the date of issuance of the Notice to Proceed, whichever occurs first. Final Completion Date is defined as the date when all punch list items have been completed as evidenced by the issuance of a written Certification of Final Completion by the Town's design professional for this Project, and all other conditions precedent to Final Completion as outlined below have been satisfied.
- 2.8 Contractor shall reimburse Town, in addition to liquidated damages, for all costs incurred by Consultant in administering the construction of the Project beyond the completion dates specified above, as extended by any approved time extensions. Consultant construction administration costs shall be in the amounts set forth in the contract between Town and Consultant, a copy of which is available upon request of the Contract Administrator. All such costs shall be deducted from the monies due Contractor for performance of Work under this Contract by means of unilateral credit Change Orders issued by Town as costs are incurred by Consultant and agreed to by 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, \$577,393.42 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 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, including, but not limited to a Partial Release of Lien or Final Release of Lien as appropriate and in compliance with forms set forth in Chapter 713.20, Florida Statutes. Reference herein to Chapter 713, Florida Statutes is for convenience, and shall not be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Each progress payment shall be reduced by 10% retainage. 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, and a Final Release of Lien form set forth in Section 713.20, Florida Statutes, 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. The Town's engineer/architect will make a final inspection and provide a punch list to Contractor of all portions of the work they deem to be incomplete or defective. Contractor shall immediately take such measures as are necessary to complete the punch list and remedy the deficiencies. 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 or replacement, (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

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

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 IFB.
- 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

- 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 **Five Hundred Thousand Dollars (\$500,000)** for each incident, and **Five Hundred Thousand Dollars (\$500,000)** 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.

- 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.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
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 to 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, including Florida Statutes, Section 725.06, 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: During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this

contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Section 13: 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 14: 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 15: 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 16: 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 17: 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 18: 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 IFB 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 IFB 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 19: 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 20: 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to 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 21: Use of Awarded Bid 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 22: 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 23: 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 24: 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 25: 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 26: 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 27: 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 2.4.2.

Section 28: Days

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

Section 29: 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 30: 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 31: 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 32: 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 33: 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.
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

If to Contractor:

Section 34: 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 _____ 2022.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____(title)
____ day of _____ 2022

TOWN OF SOUTHWEST RANCHES

By: _____
Steve Breitzkreuz, Mayor
____ day of _____ 2022

By: _____
Andrew D. Berns, Town Administrator
____ day of _____ 2022

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

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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
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Russell Muniz, Assistant Town Administrator/Town Clerk
DATE: 1/27/2022
SUBJECT: 1st Amendment to Solid Waste MOU

Recommendation

Town Council consideration for a motion to approve the resolution.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

A. Sound Governance

Background

In 2019, Broward County and the Broward County Municipalities entered into a Memorandum of Understanding (MOU) regarding collaborative study and subsequent development of an integrated solid waste and recycling system.. A Solid Waste Working Group ("SWWG") was established from among elected municipal officials of the municipalities in Broward County and a County Commissioner.

Under the MOU, Broward County and the municipalities (1) agreed to jointly undertake the continued study and analysis of critical solid waste issues and recycling programs; (2) directed the SWWG to develop a detailed and comprehensive scope of such continued study and analysis and authorized the SWWG to retain and interact with any appropriate consultants and/or attorneys during the course of the continued study to ensure that balance and independence are maintained throughout; and (3) agreed to make the respective financial contributions necessary for the continued study and analysis.

The SWWG has deemed it necessary to have a Waste Generation Study completed in order to further its efforts to agree on a regional solution for the future of solid waste disposal and the processing of recyclable materials in the future, and Broward County has agreed to engage such consultant to complete a scope of work as described in the First Amendment to the MOU. Broward County has agreed to contribute financially up to fifty percent (50%) of the total cost of a Waste Generation Study, with the remainder to be paid by municipalities that agree to the First Amendment to the MOU.

Fiscal Impact/Analysis

The Town's portion of the costs of the Waste Generation Study is \$2,200.

Staff Contact:

Russell Muniz, Assistant Town Administrator/Town Clerk

ATTACHMENTS:

Description	Upload Date	Type
Solid Waste MOU First Amendment Resolution - TA Approved	1/18/2022	Resolution
First Amendment to MOU	1/20/2022	Agreement

RESOLUTION – 2022 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING WITH BROWARD COUNTY AND OTHER PARTICIPATING MUNICIPALITIES REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM, ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN, AND AUTHORIZING THE PROPER TOWN OFFICIALS TO EXECUTE; AUTHORIZING THE EXPENDISTURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, In 2019, Broward County and the Broward County Municipalities, by entering into the Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System ("MOU"), established a Solid Waste Working Group ("SWWG"), a group of elected municipal officials chosen from among the elected officials of the municipalities in Broward County and a County Commissioner; and

WHEREAS, Under the MOU, Broward County and the municipalities (1) agreed to jointly undertake the continued study and analysis of critical solid waste issues and recycling programs; (2) directed the SWWG to develop a detailed and comprehensive scope of such continued study and analysis and authorized the SWWG to retain and interact with any appropriate consultants and/or attorneys during the course of the continued study to ensure that balance and independence are maintained throughout; and (3) agreed to make the respective financial contributions necessary for the continued study and analysis; and

WHEREAS, the SWWG has deemed it necessary to have a Waste Generation Study completed in order to further its efforts to agree on a regional solution for the future of solid waste disposal and the processing of recyclable materials in the future, and Broward County has agreed to engage such consultant to complete a scope of work as described in the First Amendment to the MOU; and

WHEREAS, Broward County has agreed to contribute financially up to fifty percent (50%) of the total cost of a Waste Generation Study, with the remainder to be paid by municipalities that agree to the First Amendment to the MOU, referred to in the First Amendment to the MOU as "Study Participants"; and

WHEREAS, the Town Council of the Town of Southwest Ranches deems it beneficial to enter into the First Amendment to MOU with Broward County and other Participating Municipalities, and to contribute to the cost of the Waste Generation Study consistent with the terms of the First Amendment to the MOU

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

Section 1. The "WHEREAS" clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The Town Council of the Town of Southwest Ranches hereby approves the terms and conditions of the First Amendment to Memorandum of Understanding, a copy of which is attached hereto as Exhibit "A" and made a part hereof.

Section 3. The Town Council of the Town of Southwest Ranches hereby approves an expenditure of up to Two Thousand Two Hundred Dollars and Zero Cents (\$2,200.00) as the Town of Southwest Ranches' contribution to procure the Study.

Section 4. The proper Town of Southwest Ranches officials are hereby authorized and directed to execute this First Amendment to Memorandum of Understanding and to effectuate the expenditure of the funds authorized by this Resolution.

Section 5. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6. If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 7. This Resolution shall become effective immediately upon its passage and adoption.

[Signatures on Next Page]

PASSED AND ADOPTED by the Town Council of the Town of

Southwest Ranches, Florida, this 27th day of January 2022, on a motion

by _____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____

Steve Breitkreuz, Mayor

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney
1001.909.01

**FIRST AMENDMENT
TO MEMORANDUM OF UNDERSTANDING
REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF
AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM**

This First Amendment ("First Amendment") to the Memorandum of Understanding Regarding Collaborative Study and Subsequent Development of an Integrated Solid Waste and Recycling System ("MOU") is made and entered into by and among Broward County, Florida ("County"), a political subdivision of the State of Florida, and those municipalities located within Broward County that approve and execute this First Amendment (individually, each executing municipality is a "Study Participant," and those municipalities are, collectively, the "Study Participants"), for the purpose of jointly funding a regional solid waste generation study ("Study") to inform the creation of a coordinated, cost-effective, environmentally sustainable system by which to dispose of solid waste and recyclable material.

RECITALS

A. In late 2019, County and the Participating Municipalities established a Solid Waste Working Group ("SWWG"), a group of elected municipal officials chosen from among the elected officials of the municipalities in Broward County and a County Commissioner, by entering into the MOU.

B. County and Study Participants each recognize that there are significant short-term and long-term benefits of regional management of solid waste disposal and recyclables processing, including environmental benefits and potential cost savings, and are committed to working toward establishing an integrated and comprehensive regional solid waste management system.

C. The goal of the SWWG is to work cooperatively, diligently, and in good faith to recommend strategies and solutions to establish a regional solid waste management system based on shared principles and commitments, including a mutually agreed governance structure and sufficient independence to achieve regional solid waste disposal and recycling goals.

D. The Study is intended to provide the SWWG with information concerning the amount and composition of solid waste and recyclables countywide. Future studies may be necessary to analyze environmental impacts or to develop plans for new facilities or capital improvements.

E. Under Section 8 of the MOU, County and the Participating Municipalities (1) agreed to jointly undertake the continued study and analysis of critical solid waste issues and recycling programs; (2) directed the SWWG to develop a detailed and comprehensive scope of such continued study and analysis and authorized the SWWG to retain and interact with any appropriate consultants and/or attorneys during the course of the continued study to ensure

that balance and independence are maintained throughout; and (3) agreed to make the respective financial contributions necessary for the continued study and analysis. If every Participating Municipality does not execute this First Amendment, then only County and the Study Participants shall be parties to it. In such event, the County and Study Participants have agreed that this First Amendment shall have the force of a separate agreement that incorporates the understandings of the MOU.

F. By action of the Broward County Board of County Commissioners on June 15, 2021, County has agreed to contribute financially up to fifty percent (50%) of the total cost of the Study, with the remainder to be paid by Study Participants.

G. County and Study Participants desire to enter into this First Amendment to the MOU to further the SWWG's goals by contributing funds to procure the Study, which will provide the SWWG with information critical to the process of establishing a regional solid waste management system. This First Amendment only affects the obligations of County and Study Participants to each other and shall not amend the MOU in any other respect.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Study Participants agree as follows:

ARTICLE 1. EXHIBITS

Exhibit A	Proposed Study Scope of Services
Exhibit B	Estimated Study Budget and Study Participant Contributions

ARTICLE 2. AMENDMENT EFFECTIVE DATE; AUTOMATIC TERMINATION

2.1 Amendment Effective Date. The effective date of this First Amendment ("Amendment Effective Date") shall be the date it is fully executed by County and by Study Participants representing at least a combined ninety percent (90%) of the total population of Broward County, Florida (the "Required Population"), based on the University of Florida Bureau of Economic and Business Research's most recent population estimates.

2.2 Automatic Termination. If by February 11, 2022, ("Automatic Termination Date"), County and Study Participants meeting or exceeding the Required Population as set forth in Section 2.1 have not executed this First Amendment and provided payment as set forth in Sections 3.2 and 3.3, this First Amendment shall be void and of no effect on County and any Study Participants that had executed the First Amendment prior to the Automatic Termination Date, and any payments made by Study Participants that had executed the First Amendment prior to the Automatic Termination Date shall be returned to the paying Study Participant.

**ARTICLE 3. FINANCIAL OBLIGATIONS OF THE PARTIES; TIME OF PERFORMANCE;
ADDITIONAL STUDY PARTICIPANTS**

3.1. Study Cost. The total final cost of the Study invoiced by Vendor (defined below) to County is hereinafter referred to as the "Study Cost." The Study Cost shall not exceed one million dollars (\$1,000,000). The Study shall be conducted in phases. At the completion of each phase of the Study, a portion of the Study Cost will be invoiced by Vendor to County.

3.2. Division of Study Cost. County shall pay an amount equal to fifty percent (50%) of the Study Cost. The Study Participants (both those who are parties to this First Amendment as of the Amendment Effective Date and those who may become Study Participants after such date) shall collectively pay an amount equal to fifty percent (50%) of the total Study Cost (the "Municipal Share"). The division of the Study Cost between County and Study Participants on a fifty-fifty (50/50) basis shall remain in place notwithstanding any discrepancy between the estimate shown on Exhibit B and the Study Cost. If the estimate shown on Exhibit B is different than the Study Cost, the County's share and each Study Participant's portion of the Municipal Share will be adjusted on a pro-rata basis using the method described in Section 3.3 of this First Amendment, with the County's share and the Municipal Share each remaining fifty percent (50%) of the total Study Cost.

3.3. Municipal Share Calculation. Each Study Participant's portion of the Municipal Share shall be calculated by dividing the Study Participant's population by the total population of the Study Participants no later than thirty (30) days after the Amendment Effective Date ("Municipal Reconciliation Date"). For example, if a Study Participant's population is equal to five percent (5%) of the total population of all Study Participants, such Study Participant would be responsible for contributing five percent (5%) of the Municipal Share. All percentages shall be rounded to the nearest hundredth of a decimal point (e.g., 4.944% shall be rounded to 4.95%) with any shortfall paid by the Study Participant with the largest population. The population of the unincorporated areas of Broward County shall not be included when calculating total population under this section and no contribution to the Municipal Share shall be required on behalf of the unincorporated areas. The parties acknowledge that Exhibit B is demonstrative of the application of the formula in this Section 3.3 and the actual payment responsibilities for the Study Participants shall be calculated based upon the formula in this Section 3.3.

3.4. Time of Performance. Each Study Participant shall issue payment to County for its portion of the Municipal Share contemporaneous with its delivery to County of the executed First Amendment, as set forth in Section 2.2. Study Participants shall issue payment in the amount that would be owed if Study Participants representing a combined ninety percent (90%) of the total population of Broward County, Florida, executed this First Amendment. If Study Participants representing more than a combined ninety percent (90%) of the total population of Broward County, Florida, execute this First Amendment, County shall issue a reimbursement of each Study Participant's respective overpayment of the Municipal Share, on a pro-rata basis, after the Municipal Reconciliation Date.

3.5. Additional Study Participants. Any Broward County municipality may become a Study Participant by signing this First Amendment, and the MOU, and issuing payment to County within thirty (30) calendar days after entering into this First Amendment for an amount as calculated pursuant to Section 3.3 herein, which shall be used to reimburse all other Study Participants, on a pro-rata basis, their respective overpayments of the Municipal Share.

3.6. Extension. The SWWG shall have the authority, by majority vote, to extend the Automatic Termination Date set forth in Section 2.2 beyond February 11, 2022. Study Participants hereby acknowledge that any such extension may significantly delay initiation of the Study, and delivery of the resulting report, by Vendor.

ARTICLE 4. OTHER OBLIGATIONS OF THE PARTIES

4.1. Vendor Selection Process. County shall conduct a search for a qualified vendor to perform the Study and select the vendor ("Vendor"). The County shall enter into a binding agreement with Vendor and act as the contract administrator in connection with the agreement for the Study ("Study Contract").

4.2. Cooperation of the Study Participants with Vendor. Each Study Participant shall provide Vendor with the following information: (1) point of contact within Study Participant's municipal government, (2) list of haulers contracting with Study Participant, and (3) contact information for Study Participant's haulers. Study Participants shall encourage their haulers to comply with Vendor's information requests on an expedited basis.

4.3. No Obligation to Advance or Reimburse Other Parties. County shall not be obligated to advance, reimburse, or otherwise pay any portion of the Municipal Share and Study Participants shall not be obligated to advance, reimburse, or otherwise pay any portion of the County Share.

ARTICLE 5. SCOPE OF THE STUDY

5.1. The Study shall conform to industry best practices for solid waste generation reporting and other such topics as County's contract administrator of the Study Contract deems appropriate. As of the Amendment Effective Date, the proposed scope of the Study ("Study Scope") is attached as Exhibit A to this First Amendment.

5.2. Exhibit A was created with input from the SWWG's Technical Advisory Committee ("TAC"). Each Study Participant executing this First Amendment acknowledges that it had ample opportunity to review and provide feedback on the Study Scope prior to the retention of Vendor through its representative on the TAC.

5.3. Study Participants acknowledge and understand that the final scope of the Study as contained in the Study Contract may be modified based on negotiations with Vendor, as conducted by a negotiation team consisting of representatives from County, SWWG, and TAC. Notwithstanding the foregoing, the Study Scope shall not be modified in a manner that will

increase the cost to an amount more than the Study Cost. Any changes to the Study Scope will be made with the input of the negotiation team's County, SWWG, and TAC representatives.

ARTICLE 6. MISCELLANEOUS

6.1. Recitals. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the MOU.

6.2. Conflict. In the event of any conflict or ambiguity between this First Amendment and the MOU, County and Study Participants agree that this First Amendment shall control. The MOU, as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and County and Study Participants agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the MOU as amended in this First Amendment. Accordingly, County and Study Participants agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

6.3. Joint Preparation. Preparation of this First Amendment has been a joint effort of County and Study Participants and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties to this First Amendment than any other.

6.4. Counterparts and Multiple Originals. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator authorized to execute same by Board action on the ____ day of _____ 202_, and Study Participants, signing by and through officers duly authorized to execute same.

BROWARD COUNTY

WITNESS:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
County Administrator

(Print Name of Witness)

____ day of _____, 2022

(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

(Print Name of Witness)

By _____
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

By _____
Matthew Haber (Date)
Assistant County Attorney

**FIRST AMENDMENT
TO MEMORANDUM OF UNDERSTANDING
REGARDING COLLABORATIVE STUDY AND SUBSEQUENT DEVELOPMENT OF
AN INTEGRATED SOLID WASTE AND RECYCLING SYSTEM**

Town of Southwest Ranches

WITNESS:

Town of Southwest Ranches

Steve Breitkreuz

Print or type name

Mayor (Print or type name)

27th day of January, 20 22

WITNESS:

Andy Berns

Print or type name

Town Administrator (Print or type name)

ATTEST:

APPROVED AS TO FORM BY:

Russell Muniz

Keith Poliakoff

Town Clerk (Print or type name)

Town Attorney (Print or type name)

EXHIBIT A
Proposed Study Scope of Services

Vendor shall provide the following Services:

WASTE GENERATION STUDY

Task	Task Title	Illustrative Tasks	Cost	Deliverables ¹
1	Project Planning and Preparations	<ul style="list-style-type: none"> • Kick-off meeting • Establish project parameters • Coordinate with private haulers • Create applicable Environmental Health and Safety Plans • Develop overall plan of the Study include how the results of the study can be used 	\$45,300	<ul style="list-style-type: none"> • Memorandum with project schedule, summary of available information, and clarification of scope • Memorandum that details and describes Land Use Code Groups (LUCGs), geographic areas, and associated sample targets • Non-Disclosure agreements with private haulers • Memorandum of Understanding with each cooperating private hauler • Presentation before stakeholders providing an overview of the Study and introducing the potential uses derived from the Study (i.e., calculation of assessment fee, financial projections for a solid waste entity, tipping fee surcharge, support of bond issuance, etc.)

¹ Each task and deliverable are subject to County approval and acceptance to be considered completed and subject to payment.

² Format for all databases shall be approved by the County.

Task	Task Title	Illustrative Tasks	Cost	Deliverables ¹
2	Develop Sampling Protocol and Training	<ul style="list-style-type: none"> Purchase and install truck scales 	\$92,400	<ul style="list-style-type: none"> Certificate of installation for each on-board truck scale installed. (County will reimburse actual costs based on proper submittal of invoices up to a maximum of \$23,100 for each scale installed up to a maximum of 4)
		<ul style="list-style-type: none"> Match hauler customers with parcels 	\$48,800	<ul style="list-style-type: none"> Database² that presents selected data for which waste will be measured as part of this study
		<ul style="list-style-type: none"> Develop field protocol / training 	\$25,900	<ul style="list-style-type: none"> Field Sampling Protocol Training Presentation
3	Correlate Parcel Data with Hauler Customer Information, Verification Surveys, and Data Gathering	<ul style="list-style-type: none"> Conduct verification surveys 	\$138,000	<ul style="list-style-type: none"> Database that includes verified information and summary of discrepancies
		<ul style="list-style-type: none"> Winter field data gathering 	\$52,800	<ul style="list-style-type: none"> Database that includes weight of waste measured for each parcel in Winter 2022
		<ul style="list-style-type: none"> Summer field data gathering 	\$52,800	<ul style="list-style-type: none"> Database that includes weight of waste measured for each parcel in Winter 2022 and Summer 2022
4	Statistical Analyses	<ul style="list-style-type: none"> Conduct analysis to develop statistically valid and defensible waste generation rate for the County and its 31 municipalities 	\$28,200	<ul style="list-style-type: none"> Memorandum that presents median and statistical confidence intervals for each LUCG and geographic area Meeting with County to present data summary and evaluate countywide vs geographic waste generation estimates

² Format for all databases shall be approved by the County.

Task	Task Title	Illustrative Tasks	Cost	Deliverables ¹
5	Draft/Final Waste Generation Report, Presentation, and Miscellaneous Consulting Services	<ul style="list-style-type: none"> • Draft Report • Final Report & Presentation • Progress Meetings (up to 4) before relevant stakeholders (as determined by the County) • Identifying regulatory, legislative, and legal trends that affect solid waste management • Provide guidance on policies, contracts, regulations, and other actions related to solid waste management in Broward County for consideration 	\$65,800	<ul style="list-style-type: none"> • Draft project report that presents field methods, project results, and waste generation rates • Final project report that incorporates County comments on field methods, project results, and waste generation rates. The Final Report shall also include the potential uses derived from the Study (ie. calculation of assessment fee, financial projections for Authority, tipping fee surcharge, support of bond issuance, etc.) and next steps and options on how rates may be applied. • Presentation that presents the Waste Generation Study to relevant stakeholders (as determined by the County)
TOTAL			\$550,000	

The Scope of Service shall also include all items and tasks contained in the Contractor's written proposal dated November 12, 2021, and optional funding tasks.

WASTE COMPOSITION STUDY

Task	Task Title	Illustrative Tasks	Cost	Deliverables ³
6	Project Planning and Preparations	<ul style="list-style-type: none"> Kick-off meeting Establish project parameters Coordinate with waste management facilities and public/private haulers Create applicable Environmental Health and Safety Plans Develop sampling protocol that identifies locations, sampling targets, and field procedures 	\$18,500	<ul style="list-style-type: none"> Memorandum with data request Memorandum with project schedule, summary of available information, and clarification of scope Sampling Protocol
7	Seasonal Field Efforts to Acquire and Sort Waste Samples	<ul style="list-style-type: none"> Season 1 (5-day field activity) 	\$43,800	<ul style="list-style-type: none"> Memorandum presenting summary of field results for Season 1
		<ul style="list-style-type: none"> Season 2 (5-day field activity) 	\$43,800	<ul style="list-style-type: none"> Memorandum presenting summary of field results for Season 2
		<ul style="list-style-type: none"> Season 3 (5-day field activity) 	\$43,800	<ul style="list-style-type: none"> Memorandum presenting summary of field results for Season 4
		<ul style="list-style-type: none"> Season 4 (5-day field activity) 	\$43,800	<ul style="list-style-type: none"> Memorandum presenting summary of field results for Season 4

Task	Task Title	Illustrative Tasks	Cost	Deliverables ³
8	Statistical Analyses	<ul style="list-style-type: none"> Derivation of Annual Waste Composition (overall and by sector); Comparisons (to previous studies, to other jurisdictions, by sector), Assessment of Opportunities to increase Waste Diversion 	\$24,000	<ul style="list-style-type: none"> Memorandum that presents annual waste composition and statistical confidence intervals for each material type Meeting with County to present data and discuss format for final report
9	Draft/Final Waste Composition Report & Presentation	<ul style="list-style-type: none"> Draft Report Final Report & Presentation 	\$26,300	<ul style="list-style-type: none"> Draft report presenting field methods, project results, and waste composition Final report incorporating County comments on field methods, project results, and waste composition. The Final Report shall also include the potential uses derived from the Study (opportunities to expand waste diversion efforts) and next steps. Presentation of Waste Composition Study results to relevant stakeholders (as determined by the County)
TOTAL			\$244,000	

³ Each task and deliverable are subject to County approval and acceptance to be considered completed and subject to payment.

The Scope of Service shall also include all items and tasks contained in the Contractor's written proposal dated November 12, 2021, and optional funding tasks.

OPTIONAL SERVICES

Task	Task Title	Illustrative Tasks	Cost	Deliverables ⁴
10	Revenue Requirement /Financial Projections	<ul style="list-style-type: none"> Determine the revenue requirements for the system consistent with proposed bond commitments 	\$32,625	<ul style="list-style-type: none"> Financial model results projecting revenue requirements
11	Non-Ad Valorem Assessment and Rate Planning	<ul style="list-style-type: none"> Identify the parcels that will receive a special benefit from the solid waste entity Validate the methodology for apportioning the revenue requirement to the benefitting parcels Calculate the necessary special assessment to meet the revenue requirements for the next 5 years Determine the parcels that will receive a special benefit from the solid waste entity and consider whether the same benefit is conveyed upon all parcels (ex, education/outreach, HHW, etc.) 	\$59,500	<ul style="list-style-type: none"> Report with a statistically-valid and legally-defensible special assessment rate structure

⁴ Each task and deliverable are subject to County approval and acceptance to be considered completed and subject to payment.

Task	Task Title	Illustrative Tasks	Cost	Deliverables ⁴
12	Tipping Fee Study	<ul style="list-style-type: none"> • Determine level of surcharges required to meet the financial needs of the system • Determine waste streams and tonnages subject to surcharge • Calculate surcharge per ton of billable waste 	\$39,100	<ul style="list-style-type: none"> • Report on tipping fees/surcharges that include surcharge for each facility and waste stream (MSW, bulk, yard, C&D, etc),
13	Support to Bond Issuance	<ul style="list-style-type: none"> • Perform feasibility study that details annual revenue projections over the life of the anticipated financing term 	\$30,975	<ul style="list-style-type: none"> • Feasibility reports for revenue bond financing of capital assets
14	Communication and Outreach	<ul style="list-style-type: none"> • Public Relations and communication planning/ implementation • Citizen input through stakeholder, and public meetings, online and phone surveys 	\$38,100	<ul style="list-style-type: none"> • Includes two in-person meetings, and one virtual meeting. • Memorandum summarizing results of citizen input.
15	Additional Meetings (as required)	<ul style="list-style-type: none"> • In-person meeting with Project Director - \$3,850 • Virtual Meeting - \$1,350 	Varies	<ul style="list-style-type: none"> • Project Director will attend in-person or virtually, Project Manager will attend virtually

EXHIBIT B
Estimated Study Budget and Study Participant Contributions

Study Cost	\$1,000,000
County Cost Share at 50%	\$500,000
Remainder to be Paid by Municipalities	\$500,000
Broward Population (2021 BEBR)	1,938,296
90% of Population	1,744,466

Municipality	Population (2021 BEBR)	Population Percentage based on 100% Participation	\$1M Study with 100% Participation	Population Percentage based on 90% Participation	Payment from Municipalities by 2/11/22 \$1M Study with 90% Participation
Fort Lauderdale	186,076	9.600%	\$47,999.89	10.667%	\$53,333.21
Pembroke Pines	170,857	8.815%	\$44,074.02	9.794%	\$48,971.14
Hollywood	153,854	7.938%	\$39,687.95	8.820%	\$44,097.73
Miramar	136,007	7.017%	\$35,084.17	7.796%	\$38,982.41
Coral Springs	134,558	6.942%	\$34,710.38	7.713%	\$38,567.09
Pompano Beach	113,144	5.837%	\$29,186.46	6.486%	\$32,429.40
Davie	106,199	5.479%	\$27,394.94	6.088%	\$30,438.82
Sunrise	97,359	5.023%	\$25,114.59	5.581%	\$27,905.09
Plantation	92,628	4.779%	\$23,894.18	5.310%	\$26,549.09
Deerfield Beach	87,106	4.494%	\$22,469.74	4.993%	\$24,966.37
Lauderhill	74,538	3.846%	\$19,227.71	4.273%	\$21,364.13
Tamarac	72,509	3.741%	\$18,704.32	4.157%	\$20,782.57
Weston	68,305	3.524%	\$17,619.86	3.916%	\$19,577.62
Margate	58,714	3.029%	\$15,145.78	3.366%	\$16,828.64
Coconut Creek	57,871	2.986%	\$14,928.32	3.317%	\$16,587.02
North Lauderdale	44,855	2.314%	\$11,570.73	2.571%	\$12,856.37
Oakland Park	44,296	2.285%	\$11,426.53	2.539%	\$12,696.15
Hallandale Beach	41,157	2.123%	\$10,616.80	2.359%	\$11,796.44
Lauderdale Lakes	36,647	1.891%	\$9,453.41	2.101%	\$10,503.78
Parkland	35,440	1.828%	\$9,142.05	2.032%	\$10,157.83
Cooper City	34,397	1.775%	\$8,873.00	1.972%	\$9,858.89
Dania Beach	31,837	1.643%	\$8,212.63	1.825%	\$9,125.14
West Park	15,229	0.786%	\$3,928.45	0.873%	\$4,364.95
Wilton Manors	11,560	0.596%	\$2,982.00	0.663%	\$3,313.33
Lighthouse Point	10,499	0.542%	\$2,708.31	0.602%	\$3,009.23
Southwest Ranches	7,675	0.396%	\$1,979.83	0.440%	\$2,199.81
Pembroke Park	6,222	0.321%	\$1,605.02	0.357%	\$1,783.35
Lauderdale-by-the-Sea	6,203	0.320%	\$1,600.12	0.356%	\$1,777.91
Hillsboro Beach	1,986	0.102%	\$512.31	0.114%	\$569.23
Sea Ranch Lakes	535	0.028%	\$138.01	0.031%	\$153.34
Lazy Lake*	33	0.002%	\$8.51	0.002%	\$9.46

Note: Revised on 1/17/2022

* Rounded

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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
Steve Breitkreuz, Mayor
Gary Jablonski, Vice Mayor
Jim Allbritton, Council Member
Bob Hartmann, Council Member
David Kuczenski, Council Member

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

COUNCIL MEMORANDUM

TO: Honorable Mayor Breitkreuz and Town Council
VIA: Andrew D. Berns, Town Administrator
FROM: Emily Aceti, Community Services Manager
DATE: 1/27/2022
SUBJECT: Approving a Change Order to Weekley Asphalt Paving, Inc. for the Broward County Surtax Funded Transportation Surface Drainage and Ongoing Rehabilitation of SW 128th Avenue, SW 130th Avenue (Melaleuca Road), SW 133rd Avenue, SW 135th Avenue (Lupo Lane), and SW 136th Avenue (Holatee Trail) (BC-SWRANCHES-FY2020-00003)

Recommendation

To place this item on the agenda for Council consideration and approval.

Unanimous Vote of the Town Council Required?

No

Strategic Priorities

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

Background

The Town was awarded \$1,223,165.00 in Broward County Surtax Funding for the Transportation Surface Drainage and Ongoing Rehabilitation of SW 128th Avenue, SW 130th Avenue (Melaleuca Road), SW 133rd Avenue, SW 135th Avenue (Lupo Lane), and SW 136th Avenue (Holatee Trail) (BC-SWRANCHES-FY2020-00003). As per the funding agreement, the project must be constructed before June 6, 2022.

On August 23, 2021, the Town advertised IFB 21-004 for the improvements. On September 29, 2021, the Town received six (6) responses. After reviewing the bids, it was determined Weekley Asphalt Paving, Inc. submitted the lowest, responsive and responsible bid in accordance with the terms of this IFB and the Town's Procurement Code. Pursuant to Resolution 2022-004, the Town Council awarded the contract to Weekley Asphalt Paving totaling \$880,091.30.

Weekley commenced work on December 1st, 2021. The Scope of Work consists of the construction of the proposed improvements for the Town of Southwest Ranches' Transportation Surface and Drainage Ongoing Rehabilitation (TSDOR) project, as further detailed in the signed and sealed construction documents. The work includes but, is not limited to milling and resurfacing at various depths as depicted on the plans, asphalt overlay, limerock and roadway reconstruction, thermoplastic traffic striping, reflective pavement markers, glass beading, signage, brush clearing, swale regrading and site restoration.

On January 17th, at the Town's request, Weekley provided a change order totaling \$72,954 to widen some areas scheduled for a two-foot edge of pavement regrading and resodding to a six-foot wide where needed.

Fiscal Impact/Analysis

The Town was awarded \$1,223,165.00 in Broward County Surtax Funding for this project, and the project was budgeted for as a TSDOR Surtax CIP in the Fiscal Year 2021-2022 Town Budget. Therefore, this change order totaling \$72,954 will be within the grant award limits.

Staff Contact:

Rod Ley, P.E, Public Works Director
Emily Aceti, Community Services Manager
Martin Sherwood, Town Financial Administrator
Venessa Redman, Sr. Procurement and Budget Officer

ATTACHMENTS:

Description	Upload Date	Type
220118-Weekley-TSDOR-East-Change Order-Reso - TA Approved	1/20/2022	Resolution

RESOLUTION NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CHANGE ORDER TO THE AGREEMENT WITH WEEKLEY ASPHALT PAVING, INC. IN THE AMOUNT OF SEVENTY-TWO THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS AND ZERO CENTS (\$72,954.00) TO COMPLETE THE BROWARD COUNTY SURTAX FUNDED TRANSPORTATION SURFACE DRAINAGE AND ONGOING REHABILITATION OF SW 128TH AVENUE, SW 130TH AVENUE (MELALEUCA ROAD), SW 133RD AVENUE, SW 135TH AVENUE (LUPO LANE), AND SW 136TH AVENUE (HOLATEE TRAIL) (BC-SWRANCHES-FY2020-00003); AUTHORIZING THE TOWN ADMINISTRATOR TO AMEND THE PURCHASE ORDER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to complete the Transportation Surface Drainage and Ongoing Rehabilitation (TSDOR) of SW 128th Avenue, SW 130th Avenue (Melaleuca Road), SW 133rd Avenue, SW 135th Avenue (Lupo Lane), SW 134th Avenue and SW 136th Avenue (Holatee Trail); and

WHEREAS, in November 2018, Broward County voters approved a 30-year sales surtax (also known as "Penny for Transportation") to fund statutorily permissible transportation expenditures; and

WHEREAS, the project was awarded \$1,223,165.00 by the Broward County Board of County Commissioners; and

WHEREAS, as per the funding agreement, the project must be constructed before June 6, 2022; and

WHEREAS, on August 23, 2021, the Town advertised IFB 21-004 for the improvements and received six (6) responses; and

WHEREAS, after reviewing the bids, it was determined Weekley Asphalt Paving, Inc. submitted the lowest, responsive, and responsible bid in accordance with the terms of this IFB and the Town's Procurement Code; and

WHEREAS, pursuant to Resolution 2022-004, the Town Council awarded the contract to Weekley Asphalt Paving totaling Eight Hundred Eighty Thousand Ninety-One Dollars and Thirty Cents (\$880,091.30) and subsequently issued a Purchase Order for the work; and

WHEREAS, on January 17th, 2022, at the Town's request, Weekley provided a change order totaling Seventy-Two Thousand Nine Hundred Fifty-Four Dollars and Zero Cents (\$72,954.00) to widen some areas scheduled for a two-foot edge of pavement regrading and resodding to a six-foot wide swale regrading and resodding; and

WHEREAS, through construction, it became apparent that the removal of a two-foot section at the roadway edge was not enough to allow for efficient runoff of stormwater into the pervious areas, and

WHEREAS, the Town of Southwest Ranches desires to issue a change order under the terms and conditions set forth hereinafter.

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

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

Section 2. The Town Council hereby approves a change order with Weekley Asphalt Paving, Inc. in the amount of Seventy-Two Thousand Nine Hundred Fifty-Four Dollars and Zero Cents (\$72,954.00) for the Transportation Surface Drainage and Ongoing Rehabilitation of SW 128th Avenue, SW 130th Avenue (Melaleuca Road), SW 133rd Avenue, SW 135th Avenue (Lupo Lane), SW 134th Avenue and SW 136th Avenue (Holatee Trail) in substantially the same form as that attached hereto as Exhibit "A."

Section 3. The Town Council hereby authorizes the Town Administrator to amend the Purchase Order and to sign any and all documents which are necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective 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 _____ 2022 on a motion by

_____ and seconded by _____.

Breitkreuz _____
Jablonski _____
Allbritton _____
Hartmann _____
Kuczenski _____

Ayes _____
Nays _____
Absent _____
Abstaining _____

Steve Breitkreuz, Mayor

Attest:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney
1001.901.03