

**RESOLUTION NO. 2020 - 038**

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

**WHEREAS**, in December 2019, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 20-007 seeking Town-Wide Park and Property Maintenance Services; and

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

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

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

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

**WHEREAS**, EDJ Service, LLC and the Town desire to enter into an Agreement for the provision of Town-Wide Parks and Property Maintenance Services under the terms and conditions set forth hereinafter;

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

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

**Section 2.** After reviewing all the information provided, the Town Council hereby approves the selection of EDJ Services, LLC as the lowest priced most responsive and responsible proposer for Town-Wide Park and Property Maintenance Services.

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

**Section 4.** In accordance with the Town Charter and the budget adopted in Ordinance No. 2019-002, the FY 2019-2020 budget is hereby amended by increasing the General Fund: Appropriated Fund Balance revenue account 001-0000-399-39900 in the amount of \$5,700.00; and the General Fund: PROS Department – Ground Maintenance – Parks expense account 001-3600-572-46040 is hereby increased in the amount of \$5,700.00.

**Section 5.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with EDJ Service, LLC in substantially the same form as that attached hereto as Exhibit "B" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution

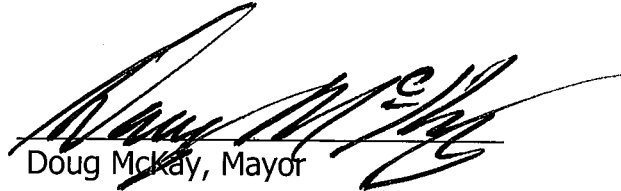
**Section 6.** This Resolution shall take effect July 1, 2020.

**[Signatures on Following Page]**

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of May 2020, on a motion by V/m Schroeder and seconded by e/m Hartmann.

McKay	<u>Yes</u>
Schroeder	<u>Yes</u>
Amundson	<u>Yes</u>
Hartmann	<u>Yes</u>
Jablonski	<u>Yes</u>

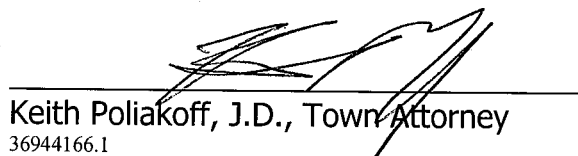
Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>

  
Doug McKay, Mayor

ATTEST:

  
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

  
Keith Poliakoff, J.D., Town Attorney  
36944166.1

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES



AGREEMENT  
BETWEEN THE  
  
TOWN OF SOUTHWEST RANCHES  
  
AND  
  
EDJ SERVICE, LLC  
  
FOR  
  
**RFP NO.: 20-007**  
**TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
**AGREEMENT FOR**  
**RFP No.: 20-007**

**TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES**

THIS IS AN AGREEMENT ("Agreement" or "Contract") made and entered into on this 14<sup>th</sup> day of May 2020 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and EDJ Service, LLC (hereinafter referred to as "Contractor").

**WHEREAS**, the Town desires to maintain parks and property within Town ("Project"); and

**WHEREAS**, the Town advertised a Request for Proposals, RFP No. 20-007 on December 13, 2019 ("RFP"); and

**WHEREAS**, seven (7) proposals were received by the Town on January 28, 2020; and

**WHEREAS**, the Town has adopted Resolution No. 2020-~~032~~ at a public meeting of the Town Council approving the recommended award and has selected EDJ Services, LLC for award of the Project.

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

**Section 1: Scope of Services**

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Agreement is EXHIBIT "A" and which is made a part hereof by this reference ("Work"). This Agreement, as well as all Exhibits, the RFP, the Contractor's Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the "Contract Documents" and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor's performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good workman practices for parks and property maintenance performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.
- 1.3 By submitting its Proposal and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

performance of the Work have likewise been included and accounted for within the Contract Price.

- 1.4 Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

### **Section 2: Term of this Agreement and Agreement Time**

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

**“RFP No.: 20-007**

#### **TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES**

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.
- 2.4 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

### **Section 3: Compensation & Method of Payment**

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$129,820.44 Dollars (One hundred twenty nine-thousand, eight hundred twenty dollars and forty-four cents) (“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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

Work included in the invoice has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.

- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town.

**Section 4: Assignment**

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

**Section 5: Contractor's Responsibility for Safety**

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

**Section 6: Insurance**

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

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

And

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
  - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
  - C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

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

- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

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

And

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

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.

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

#### **Section 7: Copyrights and Patent Rights**

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

#### **Section 8: Laws and Regulations**

Contractor agrees comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

#### **Section 9: Taxes and Costs**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

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

**Section 10: Indemnification**

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

**Section 11: Non-discrimination**

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

**Section 12: Sovereign Immunity**

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

**Section 13: Prevailing Party Attorneys' Fees**

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

**Section 14: No Third Party Beneficiaries**

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

**Section 15: Funding**

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

**Section 16: Manner of Performance**

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

**Section 17: Public Records**

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

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

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

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

**Section 18: Termination**

The Agreement may be terminated upon the following events:

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

TOWN OF SOUTHWEST RANCHES, FLORIDA

CONTRACT FOR

TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

- 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

**Section 19: Public Entity Crimes Information Statement**

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

**Section 20: Use of Awarded Proposal by Other Governmental Units**

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

**Section 21: Change Orders and Modification of Agreement**

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

**Section 22: No Waiver of Rights**

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

**Section 23: Jurisdiction and Venue**

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

**Section 24: WAIVER OF RIGHT TO JURY TRIAL**

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

**Section 25: Gender**

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

**Section 26: Time is of the Essence; Liquidated Damages**

Time is of the essence for all of Contractor's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth at Section 2.4.

**Section 27: Days**

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

**Section 28: Written Mutual Agreement**

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

**Section 29: No Amendment or Waiver**

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

**Section 30: Severability**

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

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

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

**Section 32: Notice**

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

If to Town:

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

With a copy to:

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

If to Contractor:

Evelyn Pagni, President  
EDJ Services, LLC  
4861 SW 106th Avenue  
Davie, Florida 33328

**Section 33: Miscellaneous**

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement by Contractor and all persons or entities employed or otherwise retained by

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

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.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

- 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.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

**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: EDJ SERVICES LLC, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 14<sup>th</sup> day of ~~March~~ <sup>May</sup> 2020.

**WITNESSES:**

Dance E Blaha  
[Signature]

**CONTRACTOR:**  
[Signature]

Evelyn Pagni, President

EDJ Services, LLC

\_\_\_\_\_ day of March 2020

**TOWN OF SOUTHWEST RANCHES**

By: [Signature]  
Doug McKay, Mayor

14<sup>th</sup> day of ~~March~~ <sup>MAY</sup> 2020

By: [Signature]  
Andrew D. Berns, Town Administrator

14<sup>th</sup> day of ~~March~~ <sup>MAY</sup> 2020

**ATTEST:**

[Signature]  
Russell Muñiz, Assistant Town Administrator/Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

[Signature]  
Keith M. Poliakoff, Town Attorney

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

**EXHIBIT “A-1”**

(Contractor’s Proposal attached)

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES



**Proposal:**

**Number: RFP No. 20-007**

**Town-Wide Parks and Property Maintenance Services**

**EDJ TREE SERVICE LLC/EDJ TREE SERVICE LLC**

**Nursery: 4861 SW 106<sup>TH</sup> AVENUE, DAVIE, FL 33328**

**Business Office: 1700 SW 68<sup>th</sup> Avenue, Plantation, FL 33317**

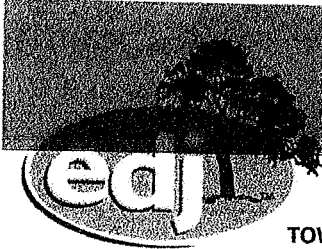
**Telephone: (954) 791-4167**

**Facsimile: (954) 530-4722**

**Email: [edjservice@aol.com](mailto:edjservice@aol.com)**

**Website: [www.edjservice.com](http://www.edjservice.com)**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES



4861 SW 106TH AVENUE  
DAVIE, FLORIDA 33317  
PHONE: (954) 791-4167  
FAX: (954) 887-5618  
EMAIL: edj@service@aol.com

**TOWN-WIDE PARKS AND PROPERTY MAINTENANCE PLAN RFP NO. 20-007**

**Prepared by: Rick Blaha**

**Proposed Management Plan:**

Successful development requires careful planning, our staff apply critical thinking, great communication and extensive knowledge to every phase of the project. Our approach with Lawn Maintenance is based on the most current and efficient Industry practices.

Our laborers are provided with on the job training to ensure that they understand the expectations of each customer and knowing how to operate equipment properly.

As the Operations Manager I perform field inspections to ensure that our quality and safety procedures are being implemented and having the experience with city accounts has helped edj Service and myself understand how to best maintain Southwest Ranches.

**Lawn Mowing:**

- a) One crew of 2 to 3 employees with
  - 1 Groundsmaster 4000D 11ft finishing mower
  - 1 Groundsmaster 7500D 96" zero turn
  - 1 John Deere 60" zero turn mower.

We currently have 2 crews for this task. These crew's main responsibility is to go out and mow all the parks and have everything mowed for the finishing crew that will be behind them. We currently have 3 Groundsmaster 4000D's as well as over 25 zero turns in our fleet.

- b) The finishing crew consist of:
  - 6 to 7 men with a 24ft trailer consisting of
  - 2 to 3 zero turns
  - 1 36" zero turn
  - 1 ride on blower
  - 6 weedeaters
  - 3 edger's
  - 5 backpack blowers, and
  - 2 to 3 hedge trimmers.

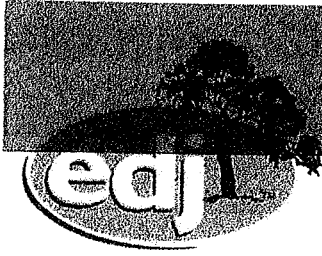
we currently have 6 crews for this task. This crew is responsible for weed eating, edging, mowing any areas the mow crew could not get, and blowing off all areas.

**Hedges and Beds**

- a) 10-man crew consisting of:
  - 7 hedge trimmers
  - 3 pole saws
  - 7 backpacks sprayers and
  - 3 blowers.

The crews' sole responsibility is to maintain hedges and beds, edj has noticed through the years that having a separate crew to maintain the hedges and beds provides a much better result than trying to have the finishing crew do everything. This is not to say the finishing crew does not do hedges, they do those as well when needed

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES



4861 SW 106<sup>TH</sup> AVENUE  
DAVIE, FLORIDA 33317  
PHONE: (954) 791-4167  
FAX: (954) 587-5618  
EMAIL: edj@service@aol.com

**Bushog**

The very large areas of the parks such as Southwest Meadows and Rolling Oaks edj will use their John Deere 5100E tractor pulling a 15ft Schulte batwing bushog. It was noticed upon inspections of the parks that this is what the present contractor has been doing and with such large areas this seems to be the appropriate choice.

Edj will be utilizing 1 mow crew and 1 to 2 finishing crews to maintain all the parks. Depending on weather and growing conditions we may implore more crews to get the parks done.

**Edj Operations Site**

Our nursery located in Davie consist of a fully equipped mechanic shop with two in-house full time Mechanics responsible to perform routine maintenance and all needed repairs, we have spare vehicles and equipment as vehicles come in for routine maintenance or need to have unforeseen maintenance work performed, having our own mechanic shop and spare vehicles and equipment keeps our business running and on schedule.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

Service Category	Location/ Zone #	Location Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies")
D	33	Trailside Park 4 acres	\$ <u>283<sup>84</sup></u>	\$ <u>6,812<sup>16</sup></u>
D	34	Sunshine Ranches Equestrian Park 20 acres	\$ <u>1,193<sup>63</sup></u>	\$ <u>31,034<sup>38</sup></u>
D	35	Calusa Corners Park 11 acres	\$ <u>382<sup>06</sup></u>	\$ <u>7,641<sup>20</sup></u>
D	36a.	Southwest Meadows Sanctuary Park 26 acres	\$ <u>899<sup>59</sup></u>	\$ <u>10,795<sup>08</sup></u>
D	36b.	Southwest Meadows Sanctuary Park Landscaped areas, weed control 1 acre	\$ <u>159<sup>61</sup></u>	\$ <u>5,107<sup>52</sup></u>
D	37a.	Rolling Oaks Park 44.5 acres	\$ <u>1,447<sup>76</sup></u>	\$ <u>34,746<sup>24</sup></u>
D	37b.	Rolling Oaks Park Butterfly Garden, weed 1 acre	\$ <u>248<sup>52</sup></u>	\$ <u>7,952<sup>64</sup></u>
D	38.	Frontier Trails Park 30 acres	\$ <u>92<sup>28</sup></u>	\$ <u>1,107<sup>36</sup></u>
D	39.	Town Hall 2 acres	\$ <u>281<sup>02</sup></u>	\$ <u>6,744<sup>48</sup></u>
D	40.	Public Safety Facility <1 acre	\$ <u>206<sup>94</sup></u>	\$ <u>4,966<sup>56</sup></u>
D	41.	Stirling Rd. at SW 185 Way "pocket park" 1.6 acres	\$ <u>187<sup>78</sup></u>	\$ <u>3,004<sup>48</sup></u>
D	42.	Country Estates Fishing Hole Park 16 acres	\$ <u>334<sup>46</sup></u>	\$ <u>8,027<sup>04</sup></u>
D	42b.	Playground ant bait <1 acre	\$ <u>115<sup>68</sup></u>	\$ <u>1,388<sup>16</sup></u>
D	43.	Broadwing Building 1.7 acres	\$ <u>82<sup>19</sup></u>	\$ <u>493<sup>14</sup></u>

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

**GRAND TOTAL – MAINTENANCE PROPOSAL:**

**PRICE LIST BY ZONE (BASE PROPOSAL):** \$ 129,820.44

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: EdJ Services LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**CONTRACTOR'S PROPOSAL FOR AUXILIARY SERVICES**

Item No.	Services	Unit	Unit Price
1	Parks and Other Town Property Mowing, Trimming and Maintenance	Per Acre	\$ 126 <sup>80</sup> -
2	Parks and Other Town Property Mowing Only Maintenance	Per Acre	\$ 92 <sup>16</sup> -
3	String Trimming Only Maintenance	Per Linear Foot	\$ .06
4	String Trimming Only Maintenance	Per Square Foot	\$ .28
5	Shrub Trimming Only Maintenance	Per Square Foot	\$ .28
6	Weeding Only Maintenance	Per Square Foot	\$ .15
7	Edging Only Maintenance	Per Linear Foot	\$ .03
8	Line of Sight/Brushback	Per Square Foot	\$ .52
9	Herbicide spraying	Per Square Foot	\$ .24
10	Fire Ant Control Service	Per lb. in place	\$ .50
11	Laborer/Groundskeeper	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri	\$ 35 <sup>34</sup>
12	Laborer/Groundskeeper	Per hour for all other times	\$ 42 <sup>01</sup>
13	Supervisor/Foreman	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri	\$ 46 <sup>26</sup>
14	Supervisor/Foreman	Per hour for all other times	\$ 49 <sup>52</sup>
15	Certified Arborist	Per hour 8:00 a.m. - 4:30 p.m., Mon-Fri	\$ 92 <sup>50</sup>
16	Certified Arborist	Per hour for all other times	\$ 117.50
17	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs. with operator.	Per hour =	\$ 74 <sup>38</sup> -
18	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs. with operator.	Per day =	\$ 595 <sup>04</sup> -
19	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs. with operator.	Per week =	\$ 2,975 <sup>20</sup> -
20	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs. with operator.	Per month =	\$ 11,900 <sup>80</sup> -
21	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per hour =	\$ 112 <sup>32</sup> -

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

22	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per day =	\$ 898 <sup>56</sup> -
23	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per week =	\$ 4,492 <sup>80</sup> -
24	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per month =	\$ 17,971 <sup>20</sup> -
25	Min. 15,000 GVM Dump Truck with Operator	Per hour =	\$ 84 <sup>38</sup> -
26	Min. 15,000 GVM Dump Truck with Operator	Per day =	\$ 675 <sup>04</sup> -
27	Min. 15,000 GVM Dump Truck with Operator	Per week =	\$ 3,375 <sup>20</sup> -
28	Min. 15,000 GVM Dump Truck with Operator	Per month =	\$ 16,876 <sup>00</sup> -
29	Watering Truck with Operator	Per hour =	\$ 103 <sup>68</sup> -
30	Watering Truck with Operator	Per day =	\$ 829 <sup>44</sup> -
31	Watering Truck with Operator	Per week =	\$ 4,145 <sup>20</sup> -
32	Watering Truck with Operator	Per month =	\$ 16,588 <sup>80</sup> -
33	Hydraulic Bucket Truck with a reach of 55', with operator	Per hour =	\$ 128 <sup>79</sup> -
34	Hydraulic Bucket Truck with a reach of 55', with operator	Per day =	\$ 1,030 <sup>32</sup> -
35	Hydraulic Bucket Truck with a reach of 55', with operator	Per week =	\$ 5,151 <sup>60</sup> -
36	Hydraulic Bucket Truck with a reach of 55', with operator	Per month =	\$ 20,606 <sup>40</sup> -
37	Mowing of turf area - Acreage	Per acre=	\$ 98 <sup>62</sup> -
38	Melaleuca Mulch	Per Cubic Yard installed	\$ 41 <sup>00</sup> -
39	Bahia Sod per pallet furnished & installed	Per pallet furnished & installed	\$ 415 <sup>00</sup> -
40	St. Augustine Sod per pallet furnished & installed	Per pallet furnished & installed	\$ 465 <sup>00</sup> -
41	8-2-10 - 90% sulphur coated	Per 50 lb. in place	\$ 50 <sup>00</sup> -
42	15-0-15 - 50% sulphur coated, with Talstar	Per 50 lb. in place	\$ 50 <sup>00</sup> -
43	Micronutrients: Manganese, in granular form	Per lb. in place	\$ 6 <sup>00</sup> -

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

44	Micronutrients: Magnesium, in granular form	Per lb. in place	\$ 6 <sup>00</sup>
45	Removal & Proper disposal of debris	Per Cubic Yard	\$ 92 <sup>68</sup>
46	Sunshine Ranches Equestrian Park Additional Ring and Trail dragging	Per Service	\$ 142 <sup>86</sup>
47	Re-set downed/wind thrown tree	Per Tree	\$ 225 <sup>00</sup>
48	Staking - root ball staking (preferred method)	Per Tree	\$ 75 <sup>00</sup>
49	Staking and guying - board and batten materials (3" caliper or greater)	Per Tree	\$ 75 <sup>00</sup>
50	Staking and guying - lodge poles and sisal materials (3" caliper or less)	Per Tree	\$ 65 <sup>00</sup>
51	Removal of exotic/hazard tree	Per Caliper inch of trunk	\$ 53 <sup>25</sup>
52	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	% 2.65% x Cost of Plant	\$
<b>Miscellaneous Code Enforcement Maintenance</b>			
53	Mowing/trimming maintenance	Per Individual Proposal	

**PROPOSAL SIGNATURE**

The Proposer offers the preceding completed Proposal Forms for providing all labor, services, materials equipment, etc., to perform Town Wide Parks and Property Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE: Evelyn R Pagni

PROPOSER'S NAME: EVELYN R PAGNI

COMPANY NAME: EDJ SERVICE LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

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

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

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

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

**[Remainder of page intentionally left blank]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**PROPOSER INFORMATION**

NAME: EDJ SERVICE LLC  
ADDRESS: 4861 SW 106 Ave Dania, FL 33328  
FEIN: 59-2818923  
LICENSE NUMBER: 324-236430 STATE OR COUNTY: Broward City  
LICENSE TYPE: Town Maintenance / Landscaping  
(Attach copy of license)  
LICENSE LIMITATIONS, IF ANY: No  
(Attach a separate sheet, if necessary)  
LICENSEE SIGNATURE: [Signature]  
LICENSEE NAME: EVELYN R PAGNI  
PROPOSER'S SIGNATURE: [Signature]  
PROPOSER'S NAME: EVELYN R. PAGNI  
PROPOSER'S ADDRESS: 1700 SW 68 Ave Plantation, FL 33317  
PROPOSER'S PHONE NUMBER: Office: 954 791-4167 Cell: 954 444-2344  
PROPOSER'S EMAIL ADDRESS: edjservice@aol.com  
By: [Signature]  
EDJ SERVICE LLC  
Name of Corporation/Entity  
4861 SW 106 Ave Dania, FL 33328  
Address of Corporation/Entity

Signature of President or Authorized Principal

By: [Signature]

Title: Owner / Pres (If the Proposer is a Corporation, affix corporate

seal)

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX B  
DISCLOSURE OF OWNERSHIP INTEREST**

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

**STATE OF FLORIDA**  
**COUNTY OF** Broward

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

1. Affiant appears herein as:

☐ an individual or

☒ the President of EDJ SERVICE 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 Town Council.

2. Affiant's address is:

1700 SW 68 Ave Plantation, FL 33317

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.

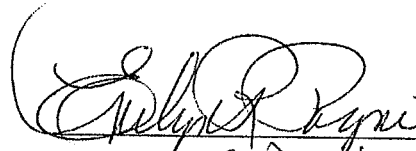
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

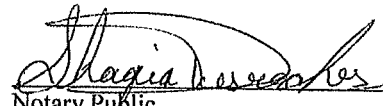
*AFFIANT FURTHER SAYETH NAUGHT.*

  
\_\_\_\_\_  
EVELYN R PAGNI, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January, 2020, by Evelyn R Pagni, [ ] who is personally known to me or [ ] who has produced Florida Drivers License as identification and who did take an oath.



Shaqia Desroches  
State of Florida  
My Commission Expires 02/20/2022  
Commission No. GG 187977

  
\_\_\_\_\_  
Notary Public  
Shaqia Desroches  
(Print Notary Name)  
State of Florida at Large  
My Commission Expires: 02/20/2022



TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX C  
DRUG FREE WORKPLACE**

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

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

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

PROPOSER'S SIGNATURE:



PROPOSER:

EDJ Service LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

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

1. This sworn statement is submitted to Southwest Ranches  
by EVELYN R PAGNI  
for EDS SERVICE LLC  
whose business address is 4861 SW 106 Ave.  
Davie, FL 33328

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

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

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

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

PROPOSER: EDJ Service LLC  
By: [Signature]  
EVELYN R. PAGNI  
(Printed Name)  
Owner / President  
(Title)

Sworn to and subscribed before me this 16<sup>th</sup> day of January, 20 20

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

Or Produced Identification Florida Drivers License  
(Type of Identification)

Notary Public - State of Florida  
[Signature]  
Notary Signature

My Commission Expires 02/20/2022

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



Shaqia Desroches  
State of Florida  
My Commission Expires 02/20/2022  
Commission No. GG 187977

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX E  
NON-COLLUSION AFFIDAVIT**

State of Florida )) ss:  
County of Broward )  
Emily A. Pappas being first duly sworn deposes and says that:

- (1) He/She is the George Jensen (Owner, Partner, Officer, Representative or Agent) of EDS SERVICE 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 Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

PROPOSER: EDJ SERVICE LLC

By: *Evelyn R. Pagni*

Evelyn R. Pagni  
(Printed Name)

Owner/President  
(Title)

Sworn to and subscribed before me this 16<sup>th</sup> day of January, 20 20

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

Or Produced Identification Florida Drivers License  
(Type of Identification)

Notary Public - State of Florida

*Shaqia Desroches*  
Notary Signature

My Commission Expires 02/20/2022

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



Shaqia Desroches  
State of Florida  
My Commission Expires 02/20/2022  
Commission No. GG 187977

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

APPENDIX F  
CERTIFICATE OF AUTHORITY

State of Florida )

County of Duval ) SS:

I HEREBY CERTIFY that Evelyn R. Riqui, as Principal or  
Owner of (Company name) EDJ Service LLC, is hereby authorized to execute  
the Proposal dated Jan. 28 2020, to the Town of Southwest Ranches and his  
execution thereof, attested by the undersigned, shall be the official act and deed of  
EDJ SERVICE LLC. (Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this 23 day of Jan, 2020.

Duane E. Blake  
Secretary:

(SEAL)

PROPOSER: EDJ SERVICE LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

State of Florida )  
County of Broward ) ss:

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 Florida, held on 1-12, 2020, the following resolution was duly passed and adopted:

"RESOLVED, that Enlighten Design, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, Jan. 28, 2020, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this 23 day of Jan, 2020.

Dance E. Blaha  
Secretary:

(SEAL)

PROPOSER: EDJ SERVICE LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX J  
PROPOSAL BOND**

Bond No. \_\_\_\_\_

PROPOSAL BOND

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

) ss:

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

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_, as Principal, and \_\_\_\_\_

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

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

**"RFP No.: 20-007: Town-wide Parks and Property Maintenance Services"**

NOW, THEREFORE,

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

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

**[Signatures on next page]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX K  
GOVERNMENTAL CONTACT INFORMATION**

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

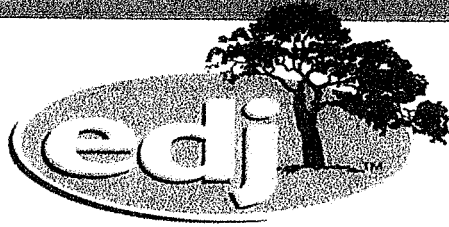
NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON
City of Plantation Public Works	750 NW 91 Ave. Plantation, FL	954 49-3825	Steve Rodgers
City of Plantation Parks & Rec.	9151 NW 2nd St Plantation	954 452-2511	Phil Goodrick
Town of Dania Public Works	6901 Orange Rd Dania, FL	954 327-3943	Karen Montaldi
City of Parkland Public Works	6500 Parkside Dr Parkland, FL	954 757-4119	Kristine Veselinovic
City of Oakland Park Security Services	3650 NE 12 Ave Oakland Park, FL	954 561-6190	Suzabeth Fione
South Broward Drainage Dist.	6591 SW 160 Ave Southwest Ranches	954 680-3025	Joe Certain

PROPOSER: EDJ SERVICE LLC.

"Please see Attached for  
Additional Contacts"

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

MAILING: 1700 SW 68<sup>TH</sup> AVENUE  
PLANTATION, FLORIDA 33317  
PHONE: (954) 791-4167  
FAX: (954) 587-5618  
Email: [edj@service@aol.com](mailto:edj@service@aol.com)



1. SOUTH BROWARD DRAINAGE DISTRICT - Contact: Mr. Joe Certin – (954) 680-3025 Fax# (954) 680-3339 [JoeC@SBDD.org](mailto:JoeC@SBDD.org) Work Experience: 2010 to present Lawn maintenance of facilities and awarded various Citywide contracts to remove trees or Palms, remove vegetation, shrubs and grind stumps.
2. City of Hollywood – 2600 Hollywood Blvd. Hollywood, FL 33022  
Contact: Joshua Collazo – 954 921 3043 [JCollazo@Hollywoodfl.org](mailto:JCollazo@Hollywoodfl.org) Since 2016 and ongoing City wide Tree trimming and Removals till 2022.
3. City of Margate – 6199 NW 10<sup>th</sup> Street, Margate Fl. 33063  
Contact: Ben Trapani – 954-975- 3306 [Btrapani@Margatefl.com](mailto:Btrapani@Margatefl.com) Since 2018-19 Ongoing Citywide Tree Trimming, Removal and Replacements
4. CITY OF PLANTATION – Department of Public Works, 750 NW 91 Ave., Plantation, Florida.  
Contact Name: Steve Rodgers, Ph# (954)419-3305. Fax# (954) 452-2548.  
[Srodgers@Plantation.org](mailto:Srodgers@Plantation.org).  
Work Experience: Since 1981 to present and on- going, maintain Sunrise Blvd. in Plantation, medians and right-of-ways and also Peters Rd in Plantation, medians and right-of-ways. Tree trimming and tree Removal.
5. CITY OF PLANTATION- Department of Parks and Recreation, 9151 NW 2<sup>nd</sup> St., Plantation, Florida. Contact Name: Phil Goodrich – 954-452-2511. Fax# (954) 452-2519.  
Work Experience: Since 1983 to present – Maintained over 130 acres of Park, ball fields and common ground at Plantation Central Park. In 1993, awarded contract to do Plantation Sunset Park, Volunteer park and equestrian area and still maintaining them. Also have done Tree trimming and tree removals at these parks.
6. TOWN OF DAVIE – Department of Public Works, 6901 Orange Dr., Davie, Florida.  
Contact Name: Kevin Montaldi 954-327-3943 Fax# (954) 797-1246.  
[Kevin.Montaldi@davie-fl.gov](mailto:Kevin.Montaldi@davie-fl.gov). Work Experience: Awarded numerous to present contracts to maintain various Parks throughout the Town and maintenance of roadways, medians and right-of-ways. We have also won several contracts to do various landscape installations, tree trimming and removals.
7. CITY OF COCONUT CREEK – Parks and Natural Resources, 4800 West Copans Road, Coconut Creek, Florida 33063. Contact Name: John Teteris. Phone number (954) 448-1498. Contracted in 2008 to do Landscape Maintenance Services to Parks and roadsides in the South District and currently still under contract. Also tree trimming, removals, and tree installations.

**TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES**

- 8. CITY OF PARKLAND** – Public Works Department, 6500 Parkside Drive, Parkland, Florida, 33067. Contact: Kristine Veselinovic (954) 757-4119 [kveselinovic@cityofparkland.org](mailto:kveselinovic@cityofparkland.org). Work Experience: Since 2012. Tree Trimming and removal. Installation of Palms and trees and bushhogging.
- 9. CITY OF OAKLAND PARK** - Leisure Services, 3650 NE 12<sup>th</sup> Avenue, Oakland Park, FL Contact Name: Lyzabeth Fiore – 954-561-6190 Fax #(954) 630-4352. Since 1996 to 2019 have won numerous contracts to do maintenance medians, right-of-ways and Parks with tree trimming, removal and installation.
- 10. Seminole Tribe of Florida** – Purchasing Dept. Susana Tromp – 954 966 6300 X 11373 Fax: 954-967-3571 [SusanaTromp@seminoletribe.com](mailto:SusanaTromp@seminoletribe.com). Just acquired agreement to do Tree Trimming and Removals at various Seminole tribes.
- 11. CITY OF BOCA RATON** – 201 W. Palmetto Park Road, Boca Raton, FL. 33432 Contact: Wayne Johnson – 561-416-3439 [WJOHNSON@MYBOCA.USA](mailto:WJOHNSON@MYBOCA.USA). Since 2016 – 2019 Ongoing Citywide Tree Trimming and Removal

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX L  
ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

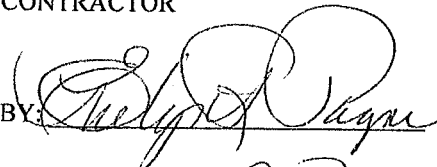
EDJ SERVICE LLC hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to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

Dance & Blake

ATTEST

EDJ SERVICE LLC

CONTRACTOR

BY: 

EVELYN R. PAGNI

Print Name

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

PROPOSER: EDJ SERVICE LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX M  
PROPOSER CONFIRMATION OF QUALIFICATIONS**

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

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

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

Proposer:

Proposer's Name:

Proposer's Address:

Proposer's Phone Number:

Proposer's Email:

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

324-236430  
40486  
1655299

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

PROPOSER: EDJ SERVICE LLC

State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January, 2020  
by Evelyn R Pagni of EDJ Service LLC (Proposer), who is personally  
known to me or who has produced Florida Drivers License as identification and who did (did  
not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Broward County, Florida

Shaqia Desroches  
Notary Signature



Shaqia Desroches  
State of Florida

My Commission Expires 02/20/2022  
Commission No. GG 187977

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

PROPOSER: EDJ SERVICE LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX N  
PROPOSER EXPERIENCE QUESTIONNAIRE**

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

List comparable contract experience and client references:

Project Name: Lawn & Landscape Maint. of Central Park, Sunset  
Contract Amount: \$ 300,000 Volunteer  
Contract Date: 1993 and still going  
Client Name: City of Plantation Parks & Recreation  
Address: 9151 NW 2nd St.  
Contact Person: Mr. Phil Goodrich  
Contact Person Tel. No.: 954-452-2511

Project Name: Lawn & Landscape Maint. Parks  
Contract Amount: \$ 445,000  
Contract Date: 2019 and ongoing  
Client Name: Town of Dade - Public Works  
Address: 6901 Orange Dr. Dade  
Contact Person: Ken Montaldi  
Contact Person Tel. No.: 954-327-3943

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

Project Name: Swamp & Landscape Maint. Parks & ROW  
Contract Amount: \$495,000  
Contract Date: 2018 and Ongoing  
Client Name: City of Parkland - Public Works  
Address: 6500 Parkside Dr. Parkland, FL  
Contact Person: Dristie Veselovici  
Contact Person Tel. No.: 954-757-4119

PROPOSER: EDJ SERVICE LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX O  
SUB-CONTRACTOR LIST**

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

<u>CLASSIFICATION OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>
<i>Fertilization &amp; Pest Control</i>	<i>JKA Pro Control</i>	<i>1700 SW 59 Ave Plantation, FL 33317</i>

PROPOSER: EDJ SERVICE LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX P  
ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No.1 ✓ [Signature]

Addendum No.2 ✓ [Signature]

Addendum No.3 \_\_\_\_\_

Addendum No.4 \_\_\_\_\_

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX R  
LIABILITY CLAIMS**

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

1. Name and Location of project: CITY OF OAKLAND PARK  
Parks & ROW
  2. Contact information for Project Owner:
    - a. Name: City of Oakland Park Division Services
    - b. Address: 3650 NE 12<sup>th</sup> Ave. Oakland Park, FL
    - c. Phone: 954-561-6190
    - d. Email: \_\_\_\_\_
  3. Nature of Claim: Damaged water Pipe
  4. Date of Claim: 11-20-2015
  5. Resolution Date of Claim and how resolved: Claim Paid  
\$1474.
  6. If applicable:
    - a. Court Case Number: N/A
    - b. County: \_\_\_\_\_
    - c. State: \_\_\_\_\_
- PROPOSER: EDJ SERVICE LLC

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

Claim Number Inquiry

Page 1 of 2



## Claim Details

Logged On As:  
#121207  
Robert Gonzalez

Logoff

Home

← Go Back

Enter a Claim Number:

Action Form	Med Eval	Search ISO Claims	Agent Alert	Underwriter Alert
E-Forms	PIP Reserve Action Form	PIP SIU Action Form Sub Open Report	U/W Inspection	Letter Writing
Letter to Insured	Blank Letter (Adjuster Letterhead)	Salvage Summary PD Check List	Policy (IR web viewer)	Claims Memo to File
Claims Memo to Manager	Claims Memo to Adjuster	Property Opening/Closing Report	Medical Eval Memo	

**Claim: 572829 EDJ SERVICE INC Status: CLOSED CLAIM**  
1700 SW 68TH AVE, PLANTATION, FL 333175019

Adjuster	JEFF CUTTLE, AIC	Date Reported	05/11/2016
Manager	JAY M. ARTHUR, AIC	Date of Loss	11/20/2015
PIP Specialist	NOT APPLICABLE	Date Closed	03/21/2017
Sub Specialist	NOT APPLICABLE	Effective Date	04/09/2015
Policy	CPP 9521648	Expiration Date	04/09/2016
Member	892936	Company	FFB General
Agent	21207-ROBERT GONZALEZ, PA, LUTCF	County	BROWARD

Description of Loss: INS BUSINESS HAS DMGED A PIPE AND PLUMBING ON THE PREMISES W HILE WORKING AND THERES WATER DMG. DETAILS ARE SCARCE.

**Claimant: CITY OF OAKLAND PARK**

Major Peril	Limits	Cause Loss	Reserves	Payments	Expenses
COMB BI/PD	1000000	PROP DMG		\$ 1,474.47	\$ 0.00

All Claimants		Reserves	Payments	Expenses
	Claim Total		\$ 1,474.47	\$ 0.00

### Work Flow Entries (KLWF)

User	Date	Reminder	Description	Worked
------	------	----------	-------------	--------

### Coverage Information

**TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES**

**TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007**

**APPENDIX R  
W-9**

**INSERT W-9**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b>  ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	<b>Give Form to the requester. Do not send to the IRS.</b>																																													
<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>EDJ SERVICE LLC</b>																																															
<b>2</b> Business name/disregarded entity name, if different from above																																															
<b>Print or type. See Specific Instructions on page 3.</b>	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.																																														
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate																																														
	<input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <b>S</b> <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>																																														
	<input type="checkbox"/> Other (see instructions) ▶																																														
<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>																																															
<b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>4861 sSW 106TH AVENUE</b>		<b>Requester's name and address (optional)</b>																																													
<b>6</b> City, state, and ZIP code <b>DAVIE, FL 33328</b>																																															
<b>7</b> List account number(s) here (optional)																																															
<b>Part I Taxpayer Identification Number (TIN)</b>																																															
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <small>Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.</small>																																															
		<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td colspan="9" style="text-align: center;"><b>Social security number</b></td></tr><tr><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td><td style="width: 30px; height: 20px;"></td></tr><tr><td colspan="9" style="text-align: center;">or</td></tr><tr><td colspan="9" style="text-align: center;"><b>Employer identification number</b></td></tr><tr><td style="width: 30px; height: 20px;">5</td><td style="width: 30px; height: 20px;">9</td><td style="width: 30px; height: 20px;">-</td><td style="width: 30px; height: 20px;">2</td><td style="width: 30px; height: 20px;">8</td><td style="width: 30px; height: 20px;">1</td><td style="width: 30px; height: 20px;">8</td><td style="width: 30px; height: 20px;">9</td><td style="width: 30px; height: 20px;">2</td></tr></table>	<b>Social security number</b>																		or									<b>Employer identification number</b>									5	9	-	2	8	1	8	9	2
<b>Social security number</b>																																															
or																																															
<b>Employer identification number</b>																																															
5	9	-	2	8	1	8	9	2																																							
<b>Part II Certification</b>																																															
Under penalties of perjury, I certify that:																																															
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and																																															
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and																																															
3. I am a U.S. citizen or other U.S. person (defined below); and																																															
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.																																															
<b>Certification Instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																															
<b>Sign Here</b>	<b>Signature of U.S. person</b>	<b>Date</b> ▶																																													
<b>General Instructions</b>																																															
Section references are to the Internal Revenue Code unless otherwise noted.																																															
<b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .																																															
<b>Purpose of Form</b>																																															
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.																																															
<ul style="list-style-type: none"><li>• Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>• Form 1099-S (proceeds from real estate transactions)</li><li>• Form 1099-K (merchant card and third party network transactions)</li><li>• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>• Form 1099-C (canceled debt)</li><li>• Form 1099-A (acquisition or abandonment of secured property)</li></ul>																																															
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.																																															
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																															

**TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES**

**TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007**

**APPENDIX S  
PROOF OF INSURANCE**

**INSERT PROOF OF INSURANCE**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>						DATE (MM/DD/YYYY) 10/01/2019
<b>PRODUCER</b> 954-680-2805 Robert Gonzalez Insurance Agency 5220 S University Dr. Suite 105C Davle, FL 33328			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED</b> EDJ Service, LLC 1700 SW 68th Avenue Plantation, FL 33317			<b>INSURERS AFFORDING COVERAGE</b>		<b>NAIC #</b> 02918	
<b>INSURER A:</b> Florida Farm Bureau			<b>INSURER B:</b>			
<b>INSURER C:</b>			<b>INSURER D:</b>			
<b>INSURER E:</b>						
<b>COVERAGES</b> 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR ADD'L TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROTECT <input type="checkbox"/> LOC	CPP 9521648	04/09/2019	04/19/2020	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
					MED EXP (Any one person)	\$ 5,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COM/PO/AGG	\$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ABF 1238898	04/09/2019	04/09/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	UMC 9523565	04/09/2019	04/09/2020	OTHER THAN AUTO ONLY: EA ACC	\$
					AGG	\$
					EACH OCCURRENCE	\$ 1,000,000
					AGGREGATE	\$ 1,000,000
						\$
						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATUTORY LIMITS	\$
					OTH-ER	\$
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE - EA EMPLOYEE	\$
					E.L. DISEASE - POLICY LIMIT	\$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS MDS Builders, Inc. and others per written contract are listed as additional insureds on a primary and non-contributory basis with respects to General Liability and Automobile Liability.						
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Robert Gonzalez, PA			

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/16/2019

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

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

<b>PRODUCER</b> SUNZ Insurance Solutions, LLC. c/o TLR of Bonita, Inc 700 Central Ave, Suite 500 St. Petersburg, FL 33701	<b>ID: (TLR)</b>	<b>CONTACT NAME:</b> Workers' Comp Department <b>PHONE (A/C, No, Ext):</b> 727-520-7676 x 3 <b>FAX (A/C, No):</b> 727-525-3862 <b>E-MAIL ADDRESS:</b> certs@encorehr.com														
<b>INSURED</b> TLR of Bonita, Inc EnterpriseHR 700 Central Avenue Suite 500 St. Petersburg FL 33701		<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td><td style="text-align: center;"><b>NAIC #</b></td></tr><tr><td><b>INSURER A:</b> SUNZ Insurance Company</td><td>34762</td></tr><tr><td><b>INSURER B:</b></td><td></td></tr><tr><td><b>INSURER C:</b></td><td></td></tr><tr><td><b>INSURER D:</b></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	<b>INSURER A:</b> SUNZ Insurance Company	34762	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>															
<b>INSURER A:</b> SUNZ Insurance Company	34762															
<b>INSURER B:</b>																
<b>INSURER C:</b>																
<b>INSURER D:</b>																
<b>INSURER E:</b>																
<b>INSURER F:</b>																

**COVERAGES**

**CERTIFICATE NUMBER:** 48715017

**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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <b>GEN'L AGGREGATE LIMIT APPLIES PER:</b> <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:					<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td></tr><tr><td>MED EXP (Any one person)</td><td>\$</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$</td></tr><tr><td>PRODUCTS - COM/OP AGG</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$	PRODUCTS - COM/OP AGG	\$
EACH OCCURRENCE	\$																	
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$																	
MED EXP (Any one person)	\$																	
PERSONAL & ADV INJURY	\$																	
GENERAL AGGREGATE	\$																	
PRODUCTS - COM/OP AGG	\$																	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																	
BODILY INJURY (Per person)	\$																	
BODILY INJURY (Per accident)	\$																	
PROPERTY DAMAGE (Per accident)	\$																	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>					<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$								
EACH OCCURRENCE	\$																	
AGGREGATE	\$																	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC016-00001-019 WC016-00001-018	6/1/2019 6/1/2018	6/1/2020 6/1/2019	<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000.00</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000.00</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000.00</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$1,000,000.00	E.L. DISEASE - EA EMPLOYEE	\$1,000,000.00	E.L. DISEASE - POLICY LIMIT	\$1,000,000.00				
<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER																		
E.L. EACH ACCIDENT	\$1,000,000.00																	
E.L. DISEASE - EA EMPLOYEE	\$1,000,000.00																	
E.L. DISEASE - POLICY LIMIT	\$1,000,000.00																	

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

Coverage Provided for all leased employees but not subcontractors of: EDJ Service Inc  
Client Effective: 2/8/18

**CERTIFICATE HOLDER**

9650

**CANCELLATION**

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**

Rick Leonard

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX T  
STATEMENT OF NO RESPONSE**

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

Venessa Redman, Senior Procurement and Budget Officer  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330  
or  
Email: [vredman@southwestranches.org](mailto:vredman@southwestranches.org)

REASONS

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

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

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

Desire to receive future Town solicitations?    ☐ Yes    ☐ No

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

COMPANY: EDJ SERVICE LLC  
NAME: Erelyn R. Pagni  
TITLE: Owner / Pres.  
ADDRESS: 4861 SW 68 Ave. Dania, FL  
TELEPHONE: (954) 791-4167 DATE: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX U  
ANTI-LOBBYING CERTIFICATION FORM**

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

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

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

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

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

Organization: EDJ SERVICE LLC  
Street address: 4861 SW 106 Ave  
City, State, Zip: Dania, FL 33328

CERTIFIED BY: Evelyn R. PAGOI  
(type or print)

TITLE: Owner/Pres

SIGNATURE: [Signature] DATE: 1-23-2020

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000  
VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:  
Business Name: EDJ SERVICE LLC

Owner Name: EVELYN R PAGNI  
Business Location: 4861 W 106 AVE  
DAVIE  
Business Phone: 954-791-4167

Receipt #: 324-236430  
Business Type: LAWN MAINTENANCE/LANDSCAPE

Business Opened: 10/06/2010  
State/County/Cert/Reg:  
Exemption Code:

Rooms

Seats

Employees  
20

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

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

THIS BECOMES A TAX RECEIPT  
WHEN VALIDATED

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

Mailing Address:  
EVELYN R PAGNI  
1700 SW 68 AVE  
PLANTATION, FL 33317

Receipt #52A-18-00007906  
Paid 07/26/2019 150.00

2019 - 2020

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

EDJ Service LLC  
1700 SW 68 Ave  
Plantation FL 33317

Detach and display the Local Business Tax Certificate below. Renew and display current certificate annually.



City of Plantation  
**LOCAL BUSINESS  
TAX CERTIFICATE**

Certificate # 165529

Account # OC15-0804

Valid from 10/01/2018 to 09/30/2019

**THIS CERTIFICATE MUST BE  
CONSPICUOUSLY DISPLAYED**

Classification: (26)d Administration/Management Office

Business Name & Address:  
EDJ Service LLC  
1700 SW 68 Ave  
Plantation FL 33317

  
CITY CLERK SIGNATURE

NOTICE: If Business is sold this Certificate must be transferred within 10 days or it becomes null and void.

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

Business Phone: 954-791-4167

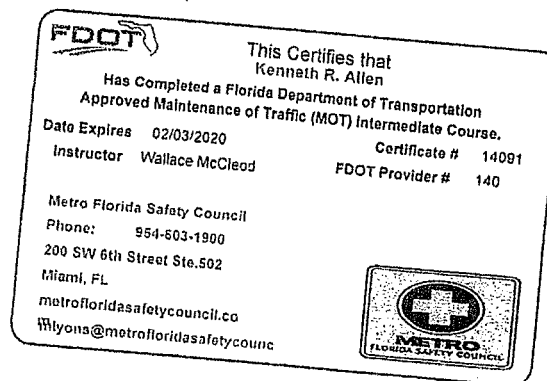
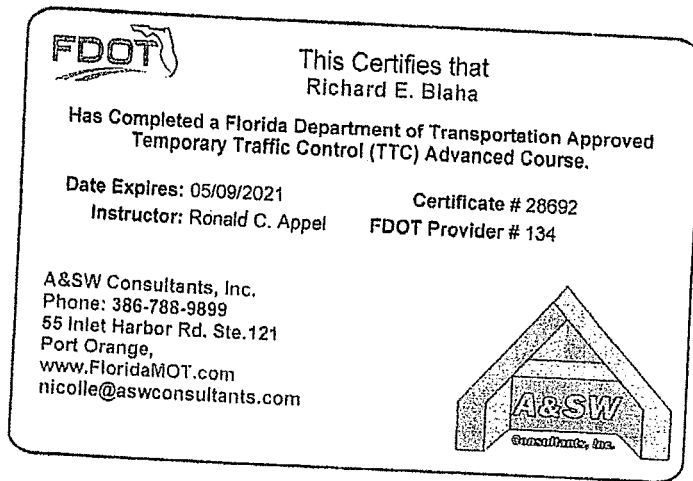
For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
54.00	0.00	0.00	0.00	0.00	0.00	54.00

2019 - 2020

**TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES**

<b>CERTIFICATE OF LIABILITY INSURANCE</b>						Date 6/11/2019	
<b>Producer:</b> Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562					This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.		
<b>Insured:</b> South East Personnel Leasing, Inc. & Subsidiaries 2739 U.S. Highway 19 N. Holiday, FL 34691					<b>Insurers Affording Coverage</b>		<b>NAIC #</b> 11075
					<b>Insurer A:</b> Lion Insurance Company		
					<b>Insurer B:</b>		
					<b>Insurer C:</b>		
					<b>Insurer D:</b>		
					<b>Insurer E:</b>		
<b>Coverages</b> <small>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. Aggregate limits shown may have been reduced by paid claims.</small>							
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur  General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$	
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$	
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made <input type="checkbox"/> Deductible				Each Occurrence \$ Aggregate \$	
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2019	01/01/2020	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> E.L. Each Accident \$1,000,000 <input type="checkbox"/> E.L. Disease - Ea Employee \$1,000,000 <input type="checkbox"/> E.L. Disease - Policy Limits \$1,000,000	<input type="checkbox"/> OTH-ER
Other			<b>Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616</b>				
<b>Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:</b> Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": <div style="text-align: right;">Client ID: 91-68-618</div> <div style="text-align: center;">EDJ Tree Service LLC</div> Coverage only applies to Injuries Incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL. Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com <b>Project Name:</b> ISSUE 02-12-18 (BP). REISSUE 02-20-18 (KLR). REISSUE 09-13-18(SS). REISSUE 06-11-19 (SS)							
<b>CERTIFICATE HOLDER</b> TOWN OF DAVIE  6591 ORANGE DRIVE DAVIE, FL 33314				<b>CANCELLATION</b> Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.			
				Begin Date: 10/9/2015			

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES



TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES



Department of  
**Environmental Protection**

2600 Blair Stone Road, M.S. 3570  
Tallahassee, Florida 32399-2400

**UF** UNIVERSITY of  
FLORIDA  
IFAS Extension

Congratulations on successfully completing the Florida Green Industries Best Management Practices Training Program. We greatly appreciate your participation in and successful completion of this course. We hope that it has helped you to better understand Florida's nonpoint source pollution problems and the importance of proper design, construction, irrigation, fertilization, pest control, and maintenance of lawns and landscapes, in order to assure minimal adverse environmental effects while achieving customer expectations.

Attached you will find your numbered certificate and wallet card. If there are any errors in the certificate or card, or if we can be of further assistance, please contact the GI-BMP Office of the Florida-Friendly Landscaping™ Program at (352) 273-4517 or email [gi.bmp@ifas.ufl.edu](mailto:gi.bmp@ifas.ufl.edu).

Richard E. Blaha  
1861 SW 69TH AVE  
PLANTATION, FL 33317

State of Florida  
DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

**Richard E. Blaha**

GV13049-1

GV13049

Certificate #                      Trainee ID #  
GREEN INDUSTRIES BEST MANAGEMENT PRACTICES  
TRAINING PROGRAM

 <b>FLORIDA</b>	<h2>Certificate of Training Best Management Practices Florida Green Industries</h2>	 <b>UF</b> UNIVERSITY of FLORIDA IFAS Extension
GV13049-1		
Certificate = GV13049		
Trainee ID =		
<p>The undersigned hereby acknowledges that</p> <h3>Richard E. Blaha</h3> <p>has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.</p>		
Donald P. Rainey	FNGLA	5/31/2009
Issuer	Instructor	Date of Class
		 Heather Ritchie
		DIP Program Administrator
<small>Not valid without seal.</small>		

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

**EXHIBIT “B”**

**SERVICE CATEGORIES/MAINTENANCE FREQUENCIES**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX A  
PROPOSAL FORMS  
SERVICE CATEGORIES/MAINTENANCE LOCATIONS/ ZONES/SERVICE**

**CATEGORY D: PARKS AND OTHER TOWN PROPERTY MAINTENANCE – ZONES  
33 THROUGH 432**

Service Category	Zone #	Location / Zone Name	Total Acres	Area to maintain
D	33	Trailside Park	4	Entire
D	34	Sunshine Ranches Equestrian Park	20	Entire
D	35	Calusa Corners Park	11	Entire
D	36a.	Southwest Meadows Sanctuary Park	26	Entire
D	36b.	Southwest Meadows Sanctuary Park Landscaped areas, weed control	1	Entire
D	37a.	Rolling Oaks Park	44.5	Entire
D	37b.	Rolling Oaks Park Butterfly Garden, weed	1	Entire
D	38.	Frontier Trails Park	30	Improved or cleared areas only (approx. <1 acre). Other areas may be added later
D	39.	Town Hall	2	Entire
D	40.	Public Safety Facility	<1	Entire
D	41.	Stirling Rd. at SW 185 Way "pocket park"	1.6	Entire
D	42.	Country Estates Fishing Hole Park <sup>2</sup>	16	Improved or cleared areas only (approx. 5 acres). Other areas may be added later
D	42b.	Country Estates Fishing Hole Park, playground ant bait	<1	
D	43.	Broadwing Building <sup>1</sup>	1.7	Improved or cleared areas (approx. <1 acre) highlighted in the attached drawing

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

1. As applicable, based on Maintenance needed for amenities on site

2. Probable future addition (of whole property or by acre) to Contract.

**TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX A  
PROPOSAL FORMS  
SERVICE CATEGORIES/MAINTENANCE FREQUENCIES**

Location/ Zone/ Service	Acres	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
33. Trailside Park	4	24	1	1	1	2	3	3	3	3	2	2	2	1
34. Sunshine Ranches Equestrian Park	20	26	1	1	1	2	3	3	3	3	3	3	2	1
35. Calusa Corners Park	11	20	1	1	1	1	2	2	3	3	2	2	1	1
36a. Southwest Meadows Sanctuary Park	26	12	1	1	1	1	1	1	1	1	1	1	1	1
36b. Southwest Meadows Sanctuary Park Landscaped areas, weed control	1	32	2	2	3	3	3	3	3	3	3	3	2	2
37a. Rolling Oaks Park	44.5	24	1	1	1	2	3	3	3	3	2	2	2	1
37b. Rolling Oaks Park Butterfly Garden, weed	1	32	2	2	3	3	3	3	3	3	3	3	2	2
38. Frontier Trails Park <sup>2</sup>	30	12	1	1	1	1	1	1	1	1	1	1	1	1
39. Town Hall	2	24	2	2	2	2	2	2	2	2	2	2	2	2
40. Public Safety Facility	<1	24	2	2	2	2	2	2	2	2	2	2	2	2
41. Stirling Rd. at SW 185 Way "pocket park"	1.6	16	1	1	1	1	1	2	2	2	2	1	1	1
42. Country Estates Fishing Hole Park <sup>2</sup>	16	24	2	2	2	2	2	2	2	2	2	2	2	2
42b. Playground ant bait	<1	12	1	1	1	1	1	1	1	1	1	1	1	1
43. Broadwing Building <sup>1</sup>	1.7	6	1	0	1	0	1	0	1	0	1	0	1	0

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

1. As applicable, based on Maintenance needed for amenities on site.

2. Probable future addition (of whole property or by acre) to Contract.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
CONTRACT FOR  
TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX A  
PROPOSAL FORMS  
SERVICE CATEGORIES/MAINTENANCE FREQUENCIES**

Location/ Zone/ Service	Acres	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Fire Ant Control	N/A	3	0	1	0	0	1	0	0	0	0	1	0	0
Tree Bed Weeding	N/A	6	1	0	1	0	1	0	1	0	1	0	1	0
Sucker/ winter sprout trimming	N/A	6	1	0	1	0	1	0	1	0	1	0	1	0
Fertilization	N/A	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	N/A	1-2												

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

1. As applicable, based on Maintenance needed for amenities on site.
2. Probable future addition (of whole property or by acre) to Contract.

**Southwest Ranches Council**  
Mayor Doug McKay  
Vice Mayor Dee Schroeder  
Delsa Amundson  
Bob Hartmann  
Gary Jablonski

**Town Administrator**  
Andrew D. Berns



## **REQUEST FOR PROPOSALS**

**RFP No. 20-007**

Town of Southwest Ranches  
is seeking proposals for:

### **TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES**

**Date issued/available for distribution: December 13, 2019**

Proposer shall submit one (1) unbound original, six (6) bound copies of the completed proposal, and one (1) electronic copy of the entire proposal in a PDF or similar format, which must be received by the Budget and Procurement Office no later than **Tuesday, January 28, 2020, at 11:00 a.m.** local time. See Section 1.7 for mailing instructions.

**Mandatory Pre-Proposal Conference: Tuesday, January 7, 2020 at 10:00 a.m.** local time. See Section 1.4, of this RFP for the location of the Mandatory Pre-Proposal Conference.

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

#### **CAUTION**

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

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

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

RFP 20-007

## **NOTICE TO CONTRACTORS**

Sealed Proposals will be received by the Town of Southwest Ranches, Florida (“Town”), in the Procurement and Budget office, 13400 Griffin Road, Southwest Ranches, Florida, 33330, up to 11:00 a.m., local time, and opened in the Grand Oak Conference Room on Tuesday, January 28, 2020, for all material, labor, equipment and supplies necessary for the

### **TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES**

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

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

To review the proposal documents for this project, go to the above URL and click on the project hyperlink. Proposer may then download and print the proposal documents, or contact Venessa Redman at (954) 434 0008 extension 7467, or e mail at [vredman@southwestranches.org](mailto:vredman@southwestranches.org).

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

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

The Mandatory Pre-Proposal Conference will be held on Tuesday, January 7, 2020 at 10:00 a.m., in the Grand Oak Conference Room, 13400 Griffin Road, Southwest Ranches, Florida 33330.

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

Prior to execution of a contract, Proposer shall submit to Town a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the contract. In the event that Proposer does not have a written non-discrimination policy, Proposer shall be required to sign a statement affirming their non-discrimination policy conforms with Section 2.31, of the Request For Proposals (“RFP”).

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

CONTRACT DATA

Contract Title: Town-Wide Parks and Property Maintenance Services

Contract Number: RFP No.: 20-007

Contract Owner: Town of Southwest Ranches

Contract Address: 13400 Griffin Road  
Southwest Ranches, FL 33330

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

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

**RFP NO. 20-007**  
**Table of Contents**

	<b>Page</b>
SECTION 1 GENERAL INFORMATION .....	6
1.1 ISSUING OFFICE .....	6
1.2 PURPOSE OF THE PROJECT .....	6
1.3 OPPORTUNITY OFFERED .....	6
1.4 MANDATORY PRE-PROPOSAL CONFERENCE .....	6
1.5 QUALIFICATIONS OF PROPOSERS .....	7
1.6 1.6 TIMETABLE .....	7
1.7 PROPOSAL SUBMISSION .....	8
1.8 CONTACT PERSON .....	9
1.9 ADDITIONAL INFORMATION/AMENDMENT(S) .....	9
1.10 PROCUREMENT CODE .....	10
1.11 CONE OF SILENCE .....	10
1.12 PUBLIC OPENING .....	11
1.13 EVALUATION OF PROPOSALS .....	11
1.14 PROFESSIONAL ORGANIZATIONS .....	12
1.15 AWARD .....	12
1.16 DISCLAIMER .....	12
SECTION 2 TERMS AND CONDITIONS .....	13
2.1 ADHERENCE TO REQUIREMENTS .....	13
2.2 MODIFIED PROPOSALS .....	13
2.3 WITHDRAWAL OF PROPOSAL .....	13
2.4 LATE PROPOSAL, LATE MODIFIED PROPOSAL .....	13
2.5 RFP POSTPONEMENT/CANCELLATION .....	13
2.6 COSTS INCURRED BY PROPOSERS .....	14
2.7 PROPRIETARY/CONFIDENTIAL INFORMATION .....	14
2.8 RIGHT TO PROTEST .....	14
2.9 RULES; REGULATIONS; LICENSING REQUIREMENTS .....	14
2.10 WRITTEN CONTRACT .....	15
2.11 ASSIGNMENT .....	15
2.12 CANCELLATION .....	15
2.13 RELATION TO PARTIES .....	15
2.14 COMPLIANCE WITH LAW .....	16
2.15 WAIVER OF LIABILITY .....	16
2.16 INDEMNIFICATION .....	16
2.17 SECONDARY/OTHER VENDORS .....	16
2.18 DEFAULT PROVISION .....	16
2.19 GOVERNING LAW .....	16
2.20 MANNER OF PERFORMANCE .....	17
2.21 DISPUTES .....	17
2.22 REMEDIES FOR BREACH .....	18

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

2.23	PUBLIC RECORDS LAW .....	18
2.24	CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.....	19
2.25	CONTRACT PROVISIONS .....	19
	2.25.1 Agreement.....	19
	2.25.2 Authorization to Sign.....	19
2.26	LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE.....	19
2.27	INSURANCE REQUIREMENTS.....	20
	2.27.1 Worker's Compensation Insurance .....	20
	2.27.2 Business Automobile Liability Insurance.....	20
	2.27.3 Commercial General Liability .....	21
2.28	ADDITIONAL INSURANCE REQUIREMENTS .....	21
2.29	PROPOSAL SECURITY.....	22
2.30	COMMENCEMENT OF WORK.....	22
2.31	METHOD OF PAYMENT .....	22
2.32	NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY .....	22
2.33	DISCLOSURE OF OWNERSHIP INTEREST .....	23
2.34	CONFLICT OF INTEREST .....	23
2.35	PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES .....	23
SECTION 3 CONTRACT .....		24
3.1	CONTRACT DOCUMENTS .....	24
3.2	CHANGES IN THE WORK .....	24
3.3	CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME .....	24
	3.3.1 Change Order .....	25
	3.3.2 Unit Prices.....	25
3.4	WARRANTY AND GUARANTEE; CORRECTION OR ACCEPTANCE OF DEFECTIVE WORK .....	25
	3.4.1 Owner May Stop the Work .....	25
	3.4.2 Town May Correct Defective Work .....	25
3.5	SUSPENSION OF WORK AND TERMINATION.....	25
3.6	PAYMENT .....	26
SECTION 4 RESPONSIBILITIES .....		27
4.1	CONTRACTOR'S RESPONSIBILITIES .....	27
4.2	EQUIPMENT .....	28
4.3	EQUIPMENT STORAGE AND MOBILIZATION .....	29
4.4	HOURS OF OPERATION .....	29
SECTION 5 SCOPE OF SERVICES .....		29
5.1	BACKGROUND .....	29
5.2	LANDSCAPE MAINTENANCE BASE STANDARDS .....	29

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

5.3	QUANTITY AND FREQUENCY OF MOWING AND MAINTENANCE SERVICES.....	30
5.4	ADDITIONS OR DELETIONS OF MAINTENANCE AREA.....	30
5.5	DAMAGE BY CONTRACTOR .....	30
5.6	CONTRACTOR’S PERSONNEL.....	31
5.7	CONTRACTOR’S VEHICLES.....	31
5.8	QUALITY OF SERVICES.....	31
5.9	ROUTINE MOWING / MAINTENANCE SCHEDULE .....	31
5.10	ADDITIONAL MAINTENANCE SCHEDULE .....	33
	5.10.1 Selective Trimming.....	33
	5.10.2 Tree Maintenance.....	33
	5.10.3 Invasive Exotic / Hazard Tree Removal .....	33
	5.10.4 Fertilizer .....	34
	5.10.5 Fire Ant Control .....	34
	5.10.6 Mulching .....	34
	5.10.7 Catch Basins.....	34
	5.10.8 Equestrian Rings/Trail Maintenance.....	35
	5.10.9 Miscellaneous Code Enforcement Maintenance .....	35
	5.10.10 Damage/Vandalism .....	35
5.11	MAINTENANCE AND FREQUENCY STANDARDS.....	35
	5.11.1 Fertilizer .....	35
	5.11.2 Chemicals.....	36
	5.11.3 Herbicide .....	37
	5.11.4 Mulch .....	37
	5.11.5 Bahia, St. Augustine, and other Sod Replacement.....	38
	SECTION 6 GENERAL REQUIREMENTS .....	38
6.1	DISPOSAL .....	38
6.2	DEBRIS .....	39
6.3	TRAFFIC .....	39
6.4	LAWS AND PERMITS.....	39
6.5	COORDINATION WITH TOWN .....	39
6.6	COMPLETION OF TASK .....	39
6.7	ADDITIONAL SERVICES.....	39
6.8	REPAIRS .....	40
6.9	VANDALISM.....	40
6.10	STAGING .....	40
6.11	FORCE MAJEURE .....	40
6.12	UNIFORMS.....	40
	SECTION 7 SPECIAL REQUIREMENTS .....	40
7.1	MEETING WITH TOWN .....	40
7.2	COMMUNICATION.....	40
7.3	ON CALL .....	41

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

SECTION 8 SPECIAL PROVISIONS .....	41
8.1    UNIT PRICES .....	41
8.2    PHYSICAL CONDITIONS.....	41
8.3    FREQUENCY OF SERVICE.....	41
8.4    PROJECT LIMITS .....	41
SECTION 9 DEFINITIONS.....	42
APPENDIX A PROPOSAL FORMS SERVICE CATEGORIES/MAINTENANCE LOCATIONS/ ZONES/SERVICE .....	46
APPENDIX A PROPOSAL FORMS SERVICE CATEGORIES/MAINTENANCE FREQUENCIES .....	47
APPENDIX A PROPOSAL FORMS SERVICE CATEGORIES/MAINTENANCE FREQUENCIES .....	48
APPENDIX B DISCLOSURE OF OWNERSHIP INTEREST .....	55
APPENDIX C DRUG FREE WORKPLACE .....	58
APPENDIX D SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES .....	59
APPENDIX E NON-COLLUSION AFFIDAVIT .....	62
*APPENDIX F CERTIFICATE OF AUTHORITY.....	64
*APPENDIX G CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company).....	65
*APPENDIX H CERTIFICATE OF AUTHORITY (If Partnership) .....	66
*APPENDIX I CERTIFICATE OF AUTHORITY (If Joint Venture) .....	67
APPENDIX J PROPOSAL BOND .....	68
APPENDIX K GOVERNMENTAL CONTACT INFORMATION.....	70
APPENDIX L ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS.....	71
APPENDIX M PROPOSER CONFIRMATION OF QUALIFICATIONS .....	72
APPENDIX N PROPOSER EXPERIENCE QUESTIONNAIRE .....	74
APPENDIX O SUB-CONTRACTOR LIST .....	76

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

APPENDIX P ACKNOWLEDGEMENT OF ADDENDA .....	77
APPENDIX Q LIABILITY CLAIMS .....	78
APPENDIX R W-9 .....	79
APPENDIX S PROOF OF INSURANCE.....	80
* APPENDIX T STATEMENT OF NO RESPONSE.....	81
APPENDIX U ANTI-LOBBYING CERTIFICATION FORM.....	83
APPENDIX V OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS (2 CFR 200 COMPLIANCE) .....	84
EXHIBIT “A” EXAMPLE AGREEMENT.....	88

## **SECTION 1 GENERAL INFORMATION**

### **1.1 ISSUING OFFICE**

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

### **1.2 PURPOSE OF THE PROJECT**

The Department is soliciting proposals from qualified and experienced firms for the Town Wide Parks and Property Maintenance Services including the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this RFP, shall include, but is not limited to litter, trash, debris removal and proper disposal, mowing, edging, hedge trimming, selective trimming, selective tree trimming, tree maintenance, various types of spraying, raking, sweeping, weeding, string trimming, mulching, and other landscape maintenance services, miscellaneous Code Enforcement maintenance services and other work as described herein.

### **1.3 OPPORTUNITY OFFERED**

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

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

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

Failure on the part of any Proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the RFP, any other relevant documents or matters, or the existing site conditions, shall not be a basis for varying the annual fee under the Contract.

### **1.4 MANDATORY PRE-PROPOSAL CONFERENCE**

All Proposers are **required** to have a representative attend a Mandatory Pre-Proposal Conference, which will be held in the Town’s Grand Oak Conference Room or Council Chambers located at Town Hall on **Tuesday, January 7, 2020 at 10:00 a.m. local time.**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

**A PROPOSERS FAILURE TO ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE SHALL RESULT IN DISQUALIFICATION OF ITS PROPOSAL.** All proposers shall be required to sign an attendance sheet, which will be collected at the end of the Mandatory Pre-Proposal Conference. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the Mandatory Pre-Proposal Conference.

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

### **1.5 QUALIFICATIONS OF PROPOSERS**

All proposers to this RFP shall have demonstrated experience in parks and property maintenance.

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

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

### **1.6 1.6 TIMETABLE**

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

<b>Activity</b>	<b>Date, Time and Location</b>
RFP available for download on website	On or about: December 13, 2019 at: <a href="http://southwestranches.org/procurement">http://southwestranches.org/procurement</a>
Mandatory Pre-Proposal Conference	10:00 a.m. local time, on Tuesday, January 7, 2020, at Town's Grand Oak Conference Room located at Town Hall.
Deadline for Submission of Written Comments/Questions	Tuesday, January 21, 2020, the Budget and Procurement Office, 13400 Griffin Road, Southwest Ranches, FL 33330.
Deadline for Submission of Proposals	11:00 a.m. local time, on Tuesday, January 28, 2020, at the Budget and Procurement Office, 13400 Griffin Road, Southwest Ranches, FL 33330.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

Public Opening	Tuesday, January 28, 2020, at the Grand Oak Conference Room, 13400 Griffin Road, Southwest Ranches, FL 33330.
Selection Committee meeting(s); and Oral Presentations (by invitation, if necessary)	Tuesday, February 4, 2020, 10:00 a.m. Wednesday, February 5, 2020, beginning at 10:00 a.m.
Award Date	February 27, 2020

### **1.7 PROPOSAL SUBMISSION**

Proposals must be accompanied by a Cashier's Check or Proposal Bond made payable to the Town of Southwest Ranches in an amount not less than five percent (5%) of the base proposal, as a guarantee that in the event the contract is awarded to the Proposer, they will promptly enter into a contract, and furnish any Insurance Certificates and other documents required by the terms of this RFP. It is anticipated that proposals will be opened at 11:00 a.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on Tuesday, January 14, 2020.

All proposals must be submitted on 8 1/2 x 11-inch paper. One (1) unbound original and six (6) hard copies of the complete proposal must be received by the Town no later than 11:00 a.m. local time, on Tuesday, January 14, 2020. Proposers must also submit an electronic copy of the proposal on CD or flash drive in PDF or similar format. The original and all copies must be submitted in a sealed envelope or container. The proposers complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

**Proposer Name**  
**Address**  
**Phone Number**

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

RFP No.: 20-007

Title: Town Wide Park and Property Maintenance Service

Due Date: Tuesday, January 28, 2020

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

The submission of a signed proposal by a proposer will be considered by the Town as constituting a legal offer by the proposer to provide services required by this RFP at the proposed price identified therein. Proposers should not include taxes in proposal prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services.

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

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

## **1.8 CONTACT PERSON**

The individual designated as the "Contact Person" for the RFP is:

Venessa Redman, Senior Procurement and Budget Officer  
Phone: 954-434-0008 Ext. 7467  
Fax Number: 954-434-1490  
Email: [vredman@southwestranches.org](mailto:vredman@southwestranches.org)

## **1.9 ADDITIONAL INFORMATION/AMENDMENT(S)**

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e mail, U.S. Mail no later than Tuesday, January 7, 2020, to the address listed in this RFP Timetable (*See* Section 1.6) or fax number or e mail address listed for the Contact Person (*See* Section 1.8). The request must contain the proposer's name, address, phone number, facsimile number and e mail address.

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

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

#### **1.10 PROCUREMENT CODE**

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

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

#### **1.11 CONE OF SILENCE**

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

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

During the effective period of the Cone of Silence, any party that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

selection committee, the procurement consultant, Herb Hyman, CPPO, CPPB and/or the Town Council relative to this RFP, except as may be permitted or required during public meetings of the Town Council.

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

### **1.12 PUBLIC OPENING**

A public opening, of proposals, will take place on Tuesday, January 28, 2020, at 11:00 a.m. local time in the Town Grand Oak Conference Room, located in Town Hall.

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

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

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

### **1.13 EVALUATION OF PROPOSALS**

Proposals will be evaluated by the Selection Committee (the "SC") process. The SC will evaluate and rank the Proposals received in accordance with the requirements of this RFP and the Town's Procurement Code.

Proposals shall be evaluated based on the following point system:

<b>Evaluation Criteria</b>	<b>Points</b>
1. Price (Proposal Forms);	<b>40</b>
2. Experience and tenure of Proposer's assigned Project Manager or Work Crew Supervisor relative to this Proposal for Town Wide Parks and Property Maintenance Services;	<b>25</b>
3. Proposed Management Plan for the Town, including commitment of dedicated crews and equipment to the Town, structure of services to be provided;	<b>10</b>

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

4. Past and present performance including information disclosed by references;	<b>10</b>
5. Price of auxiliary services from Maintenance Proposal: Price List by Service;	<b>10</b>
6. Professional Certifications and memberships.	<b>5</b>
<b>TOTAL POINTS</b>	<b>100</b>

**1.14 PROFESSIONAL ORGANIZATIONS**

In accordance with the evaluation factors set forth above, preference shall be given to Contractors' proposals evidencing the following professional certifications and memberships in good standing:

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

**1.15 AWARD**

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

**1.16 DISCLAIMER**

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

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

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

## **SECTION 2 TERMS AND CONDITIONS**

### **2.1 ADHERENCE TO REQUIREMENTS**

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

Proposers must use the Proposal Response Forms, included in the appendix and must be signed by an authorized party of the proposing entity. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the Proposal documents may invalidate the Proposal. Any erasure or corrections must be initialed by the Proposer in ink. Proposals shall be signed in ink; and all pricing shall be typewritten or filled in with ink. A proposal submission in pencil will not be accepted.

### **2.2 MODIFIED PROPOSALS**

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

### **2.3 WITHDRAWAL OF PROPOSAL**

A proposal may be withdrawn, only by written notification to the Town, prior to the opening of proposals. (*See* Section 1.6). After the opening of proposals, they shall be irrevocable for a period of ninety (90) days. Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a Contract is awarded. Proposers who unilaterally withdraw a proposal without permission of the Town before 90 days have elapsed from the date of the opening of proposals may be debarred and are subject to forfeiture of the Proposal Security.

### **2.4 LATE PROPOSAL, LATE MODIFIED PROPOSAL**

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

### **2.5 RFP POSTPONEMENT/CANCELLATION**

Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all proposals, commence a new solicitation process, postpone or cancel this RFP process, and/or waive any non-material

irregularities in this RFP or the proposals received as a result of this RFP. In addition, the Town Council may reject any proposal prior to award.

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

## **2.6 COSTS INCURRED BY PROPOSERS**

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

## **2.7 PROPRIETARY/CONFIDENTIAL INFORMATION**

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

## **2.8 RIGHT TO PROTEST**

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

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

## **2.9 RULES; REGULATIONS; LICENSING REQUIREMENTS**

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

Proposer shall submit with the Proposal, evidence of appropriate licenses to perform the work subject of this Proposal, and as required by Florida Statutes and local laws. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation.

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

## **2.10 WRITTEN CONTRACT**

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

## **2.11 ASSIGNMENT**

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

## **2.12 CANCELLATION**

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

## **2.13 RELATION TO PARTIES**

It is understood and agreed that nothing contained in this RFP or the Contract shall be deemed to create a partnership or joint venture with the Town. Contractor shall be in the relation of an

independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

#### **2.14 COMPLIANCE WITH LAW**

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

#### **2.15 WAIVER OF LIABILITY**

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

#### **2.16 INDEMNIFICATION**

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

#### **2.17 SECONDARY/OTHER VENDORS**

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

#### **2.18 DEFAULT PROVISION**

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

#### **2.19 GOVERNING LAW**

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

## 2.20 MANNER OF PERFORMANCE

The Town will conduct site inspections to determine the quality of workmanship. Any work deemed to be deficient, shall be corrected by Proposer within twenty-four (24) hours of notification, at no additional cost to the Town. The Town reserves the right to correct deficient workmanship if the Contractor fails to correct the deficiency within 24 hours. If the Town corrects deficient workmanship, the cost to correct, based on line items in the Proposal, plus one hundred dollars (\$100.00) per hour administrative fees, shall be deducted from the Proposers monthly invoice.

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

**Termination for Convenience.** This Agreement may be Terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of the Town's intent to terminate this Agreement for Convenience. In the event of a Termination for Convenience, the Town shall pay for services provided by the Contractor through the effective date of the termination, but shall have no further liability or responsibility to the Contractor. Contractor hereby waives any and all claims for additional compensation and damages, including but not limited loss of anticipated profits on work not performed.

**Termination for Cause.** In the event of a material breach by Contractor, Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, Town may terminate this Agreement immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of state or federal laws, violation of Town's policies and procedures, or violation of any of the terms and conditions of this Agreement. In the event that Town elects to terminate Contractor for cause as provided for in this Section, and Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Agreement, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation.

## 2.21 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this RFP. Any default under this RFP shall subject Proposer to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default

whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

## **2.22 REMEDIES FOR BREACH**

Should the selected Contractor fail to perform after Contract execution, the Town shall notify Contractor in writing of such failure to perform and Contractor shall have fourteen (14) days to cure such failure or such shorter time as may be set forth in the Contract. If Contractor fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Contractor for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, and as set forth in the Contract.

## **2.23 PUBLIC RECORDS LAW**

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

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

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

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

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

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

**2.25 CONTRACT PROVISIONS**

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

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

**2.26 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE**

Where a Contractor is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Proposal award, the Contractor will

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Contractor shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Proposer, his agents, subcontractors, or any person the Proposer utilizes in the completion of his contract. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Proposal response. Failure to furnish these documents or to have required licensure will be grounds for rejecting the Proposal as non-responsive or otherwise.

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

## **2.27 INSURANCE REQUIREMENTS**

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

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

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

2.27.2 Business Automobile Liability Insurance: Proposer shall carry business automobile liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

2.27.3 Commercial General Liability. Proposer shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

## **2.28 ADDITIONAL INSURANCE REQUIREMENTS**

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

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

and

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

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

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

## **2.29 PROPOSAL SECURITY**

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

## **2.30 COMMENCEMENT OF WORK**

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

## **2.31 METHOD OF PAYMENT**

The method of payment (check/credit card) is at the Town's discretion. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card ("P-CARD"). Payments made by P-CARD shall be accepted on a "same as cash" basis. No other costs, including but not limited to, service charge, fee, or penalty shall be billed to the Town, for payments rendered by P-Card.

## **2.32 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

### **2.33 DISCLOSURE OF OWNERSHIP INTEREST**

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

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

### **2.34 CONFLICT OF INTEREST**

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

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

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

**SECTION 3  
CONTRACT**

**3.1 CONTRACT DOCUMENTS**

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, or to any permits and conditions thereof, shall mean the latest standard specification, manual, code, laws, regulations or permit in effect at the time of executing the Contract, except as may otherwise be specifically stated.

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

**3.2 CHANGES IN THE WORK**

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

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

**3.3 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME**

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

3.3.1 Change Order. The Contract may be changed only by a Change Order approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice, by the Contractor to the Town. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

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

### **3.4 WARRANTY AND GUARANTEE; CORRECTION OR ACCEPTANCE OF DEFECTIVE WORK**

In addition to any manufacturer's warranties, Contractor warrants and guarantees that all work will be in strict accordance with the Contract Documents and will be free from defects. Any and all defective Work may be rejected, corrected, or accepted, as provided below.

3.4.1 Owner May Stop the Work. If Work is defective, Contractor fails to supply skilled workers, or suitable equipment the Town may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the Town's right to stop Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.

3.4.2 Town May Correct Defective Work. If the Town issues notice, requiring correction of defective work and Contractor fails to do so within seven (7) days of notice, the Town may take all action necessary to correct the defect. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously.

All direct, indirect and consequential costs of the Town in exercising such rights and remedies, will be charged against Contractor in a Change Order and Town shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the decrease or amount due the Town, Town may make claim therefor as provided in section, 3.3 – "Change in the Contract Price or Contract Time" against Contractor and its surety without prejudice to any other right or remedies available. Any resulting direct, indirect and consequential damages shall be recoverable from Contractor and its surety.

### **3.5 SUSPENSION OF WORK AND TERMINATION**

The Town may, at any time and without cause, suspend Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor. Contractor shall resume work on a date so determined by the Town. Contractor shall not be allowed an increase in the Contract Price for any such suspension lasting not more than ninety (90) days. If, through no fault of Contractor, the Work is suspended for a period of more than ninety (90) days, then

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

Contractor may, upon seven (7) days' written notice to the Town, terminate the Contract and recover from the Town payment for all Work properly executed up to the date of the notice, including reasonable overhead and profit, except as otherwise limited by this RFP or the Contract;. Provided however, that in no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed. The Town may terminate all Work if Contractor violates any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract, terminate the services of the Contractor, exclude Contractor from the site, and finish the Work as the Town may deems appropriate under the circumstances. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If such costs of completing the Work exceeds the unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to obtain the lowest price for the Work performed, nor obtain competitive proposals for the Work except as may otherwise be required by Florida law.

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

Upon written notice to Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract at the Town's convenience. In such case, Contractor shall be paid for all Work executed and any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed.

### **3.6 PAYMENT**

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

to any written Change Order executed by Town and Contractor in accordance with the terms and conditions of this RFP and the Contract.

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

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

**SECTION 4  
RESPONSIBILITIES**

**4.1 CONTRACTOR'S RESPONSIBILITIES**

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

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

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

All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations. Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

attorney's fees, at both the trial and appellate levels, to the extent caused by Contractor's improper disposal or site cleanup or failure to comply with any applicable environmental laws.

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

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

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

As set forth in the terms of this RFP, Contractor shall pay all sales, consumer, use and other similar taxes and should not include taxes in Proposal prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Contractor to procure all necessary permits and licenses the cost of which shall be deemed included in the Proposal price.

## **4.2 EQUIPMENT**

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Contractor to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Contractor or anyone else to exercise this right. The Contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

#### **4.3 EQUIPMENT STORAGE AND MOBILIZATION**

The Contractor must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents, and shall be responsible for the storage of all materials and equipment at Contractor's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties.

#### **4.4 HOURS OF OPERATION**

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

### **SECTION 5 SCOPE OF SERVICES**

#### **5.1 BACKGROUND**

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

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

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

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

#### **5.2 LANDSCAPE MAINTENANCE BASE STANDARDS**

On the contract commencement date, as part of Contractor's complete written proposal of his plan for accomplishing the required work, Contractor shall submit a written proposal for a one-time initial cleanup for the purpose of establishing a base standard for ongoing maintenance of trees, shrubs, turf and other plantings. The initial clean-up shall include, but is not limited to, weeding of landscape beds, shaping and trimming of trees and shrubs per Town specifications as provided in Section 5.9 and in the table of Maintenance Frequencies for landscape material trimming. Upon initial review and coordination with Town's designee, Contractor shall shape and establish trees, shrubs, and other plantings per Town specifications as provided in Section 5.9 and in the table of Maintenance Frequencies for landscape material trimming.

### **5.3 QUANTITY AND FREQUENCY OF MOWING AND MAINTENANCE SERVICES**

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

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

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

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

### **5.4 ADDITIONS OR DELETIONS OF MAINTENANCE AREA**

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

### **5.5 DAMAGE BY CONTRACTOR**

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

Administrative costs incurred by the Town to restore the property to its original condition. Said notification shall be by letter, fax or email.

#### **5.6 CONTRACTOR'S PERSONNEL**

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

#### **5.7 CONTRACTOR'S VEHICLES**

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

#### **5.8 QUALITY OF SERVICES**

The quality and acceptance of workmanship will be determined during site inspections by the Town. Areas that are determined to be unacceptable shall be addressed by the Contractor in accordance with Section 2.20.

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

#### **5.9 ROUTINE MOWING / MAINTENANCE SCHEDULE**

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

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

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

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

5.9.6 String trimming is to be used for areas not accessible to mowing equipment and for areas perpetually saturated which could be damaged by mowing equipment (e.g., bottom of swales, etc.) String trimming under all guardrails is required, unless guardrail has asphalt base, then only spot herbicide treatment shall be used. String trimming shall be done around permanent fixtures and all fixed objects exposed in the turf including but not limited to buildings, signs, sign posts, utility poles, fire hydrants, poles / posts, benches, bulletin boards, bollards, guardrails, trail improvements or other fixtures commonly found in such settings. String trimming shall be done so that desirable vegetation and fixtures are not damaged. String trimming must maintain the required 4.5 inches for St. Augustine and Bahia grass of cut height on slopes. Tree Maintenance tasks include (but are not limited to) weed removal, fertilization, mulch, staking maintenance, and selective tree trimming (water sprouts and suckers) as set forth in Maintenance Frequencies or as directed by Town's Designee. Maintenance Frequencies vary between properties. Tree Bed Weeding and sucker/water sprout trimming on a regular supplemental schedule are outlined in the Maintenance Frequencies.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

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

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

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

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

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

5.9.13 All structures, monuments signs, streetlights and fencing located on medians or rights-of-way\_\_\_0, shall be checked for graffiti and cobwebs and cleaned each maintenance visit.

## **5.10 ADDITIONAL MAINTENANCE SCHEDULE**

5.10.1 Selective Trimming of shrub and ground cover material shall be performed as directed by the Town's Designee. This service shall be done the first visit of each month. Trimmings should be chipped or ground for use as mulch in place by the end of maintenance visit.

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

5.10.3 Invasive Exotic / Hazard Tree Removal. Upon request, Contractor shall provide service to remove and stump grind to surrounding grade incidental invasive exotic or hazard trees. This is a billable item, which may be requested by the Town from time to time on a per-proposal basis, in accordance with unit prices (labor and equipment-with-operator rates, as applicable) set forth in line item #s 10 through 28 of the Contractor's Proposal for Auxiliary Services.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

5.10.4 Fertilizer will be applied to trees, shrubs, groundcover and all irrigated and non-irrigated turf areas as specified in Section 5.11.1. This is a billable item, in accordance with unit prices (per lb. or per 50 lb. in place) set forth in line item #s 41 – 44 of the Contractor’s proposal for Auxiliary Services.

5.10.5 Fire Ant Control as set forth herein or as directed by Town’s Designee for: Trailside Park, Sunshine Ranches Equestrian Park, Rolling Oaks Park, Town Hall, Public Safety Facility, and Country Estates Park. During the term of the contract, other park properties may be added as they are developed and opened to the public. This is a billable item for a total of 3 applications, in accordance with unit prices set forth in line item #10 of the Contractor’s proposal for Auxiliary Services.

- A. Provide an initial application of Extinguish Fire Ant Bait to entire property, following manufacturer’s recommendations for application amount and methods.
- B. Provide two additional applications, as directed by Town’s Designee (total of 3 applications).
- C. If fire ants are not totally eradicated, additional call back service will occur, on an as- needed basis, at no additional charge.
- D. Provide written reports to Town’s Designee, following each application, detailing service personnel’s observations of the property.

5.10.6 Mulching. Contractor shall provide and install, or install only, mulch as per Section 5.11.4 and as set forth in the Maintenance Frequencies herein. This is a billable item, in accordance with unit prices (per cubic yard installed) set forth in line item # 38 of the Contractor’s proposal for Auxiliary Services.

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

5.10.7 Catch Basins.

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

**5.10.8 Equestrian Rings/Trail Maintenance.**

- A. The Contractor will level off the Trails Show and Practice Rings by dragging on a monthly basis.
- B. Additional dragging maintenance can be requested forty-eight (48) hours in advance. This is a billable item, only if requested to be performed in addition to regularly scheduled monthly service. Contractor shall perform additional dragging maintenance in accordance with prices (per service) set forth in line item # 46 of the Contractor's proposal for Auxiliary Services.

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

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

**5.11 MAINTENANCE AND FREQUENCY STANDARDS**

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

- i. Applications of 8-2-10 90% sulphur-coated granular fertilizer at a rate of one pound per inch of trunk, measured 4.5' above grade per Maintenance Frequencies herein.
- ii. As required by the Town's Designee, Magnesium Sulfate and/or Manganese Sulfate for palm trees shall be applied at a rate of one-half pound caliper inch of tree trunk measured at 12" above grade.
- iii. Said fertilizer shall be distributed evenly at least 12 inches from the trunk and no greater than 24 inches from the tree trunk.
- iv. Should the root area be on a sloped terrain, seventy-five (75%) of said the fertilizer shall be on the up-slope side of the root system between 24 to 30 inches from the tree trunk. The remainder of the fertilizer shall be distributed evenly on the down slope side of the root system, between six and 12 inches from the tree trunk.

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

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

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

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

A. List. A written list of proposed chemicals shall include commercial name, application rates, type of usage along with the Material Safety Data Sheet for each chemical shall be submitted to the Town's Designee prior to commencement of the work. All proposed chemicals shall be approved by the Florida Department of Agriculture and used as per manufacturer's label. The Contractor will be required to maintain a copy of all documents, including all Material Safety Data Sheets, in his possession whenever applying chemicals within the Town.

B. Records. Records must be kept and retained (with copies provided to the Town's Designee along with the monthly invoice) as prescribed by law for the

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions.

- C. Application. Chemicals shall be applied using methods which prevent drifting onto adjacent property and preventing any toxic exposure to persons or property whether or not they are in or near the Project. No spray applications are permitted when prevailing wind speeds exceed five (5) miles per hour.
- D. Damage. Any soil, sod or plants contaminated or damaged by misuse of chemicals as determined by the Town's Designee shall be removed and replaced, at the sole expense of Contractor.
- E. Caution. No chemical with a signal word higher than caution shall be used at any time.
- F. Flags. It is also required that when applying any chemicals to areas of heavy pedestrian traffic, spray application warning flags shall be utilized to designate areas in clear sight and removed within 24 hours once sufficient time period has elapsed.
- G. Indemnification. The hold harmless and indemnification provisions of this RFP shall be applicable to any damages to persons and/or property arising out of or in connection with Contractor's use of chemicals, as a result of a contract award.

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

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

- A. Location, Frequency and Amount of mulching as per Maintenance Frequencies or as directed by Town's Designee.
- B. Installation. Contractor will provide and install all required mulch at the contract unit prices. If directed to install Town supplied mulch, Contractor will transport and install at the labor and equipment-with-operator rates outlined in the Maintenance Proposal for Auxiliary Services.

- C. Compacted Mulch. to be installed so as to not be within 3" of base of plant material.

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

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

## SECTION 6 GENERAL REQUIREMENTS

### 6.1 DISPOSAL

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

## **6.2 DEBRIS**

All debris removed from Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations.

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

## **6.3 TRAFFIC**

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

## **6.4 LAWS AND PERMITS**

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

## **6.5 COORDINATION WITH TOWN**

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

## **6.6 COMPLETION OF TASK**

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

## **6.7 ADDITIONAL SERVICES**

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

## **6.8 REPAIRS**

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

## **6.9 VANDALISM**

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

## **6.10 STAGING**

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

## **6.11 FORCE MAJEURE**

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

## **6.12 UNIFORMS**

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

# **SECTION 7 SPECIAL REQUIREMENTS**

## **7.1 MEETING WITH TOWN**

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

## **7.2 COMMUNICATION**

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

Town reserves the right in its sole discretion to approve or disapprove selection of the Project Manager / Work Crew Supervisor.

### **7.3 ON CALL**

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

## **SECTION 8 SPECIAL PROVISIONS**

### **8.1 UNIT PRICES**

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

### **8.2 PHYSICAL CONDITIONS**

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

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

### **8.3 FREQUENCY OF SERVICE**

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

### **8.4 PROJECT LIMITS**

This RFP pertains to the maintenance of publicly owned properties throughout the Town, including but not limited to parks, and recreational trails. The maintenance area is bounded on the north by Griffin Road, the south by Sheridan Street, the east by Flamingo Road and to the west by US 27. See Maintenance Locations /Zones list for all delineated areas to be maintained.

## **SECTION 9 DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

**DAY.** Shall mean calendar day, unless otherwise specified.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

DEFECTIVE. An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, applicable codes, test or approval referred to in the Contract Documents, or has been damaged prior to Town's final payment.

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

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

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

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

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

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

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

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

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

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

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

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

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

**SITE.** An area of ground within the Town, requiring maintenance. (e.g. “Sunshine Ranches Equestrian Park”).

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

**STRING TRIMMING.** Shall be used to maintain any area that is not accessible by mowing equipment. In turf areas, string trimming shall be four and one half (4.5) inches in height, depending on types of turf maintained. Scalping of sod areas shall be prohibited. (*See* Section 5.8). The girdling of trees is to be avoided at all times.

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

**TOWN.** Town of Southwest Ranches, Florida.

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX A**  
**PROPOSAL FORMS**  
**SERVICE CATEGORIES/MAINTENANCE LOCATIONS/ ZONES/SERVICE**

**CATEGORY D: PARKS AND OTHER TOWN PROPERTY MAINTENANCE – ZONES  
33 THROUGH 432**

<b>Service Category</b>	<b>Zone #</b>	<b>Location / Zone Name</b>	<b>Total Acres</b>	<b>Area to maintain</b>
D	33	Trailside Park	4	Entire
D	34	Sunshine Ranches Equestrian Park	20	Entire
D	35	Calusa Corners Park	11	Entire
D	36a.	Southwest Meadows Sanctuary Park	26	Entire
D	36b.	Southwest Meadows Sanctuary Park Landscaped areas, weed control	1	Entire
D	37a.	Rolling Oaks Park	44.5	Entire
D	37b.	Rolling Oaks Park Butterfly Garden, weed	1	Entire
D	38.	Frontier Trails Park	30	Improved or cleared areas only (approx. <1 acre). Other areas may be added later
D	39.	Town Hall	2	Entire
D	40.	Public Safety Facility	<1	Entire
D	41.	Stirling Rd. at SW 185 Way “pocket park”	1.6	Entire
D	42.	Country Estates Fishing Hole Park <sup>2</sup>	16	Improved or cleared areas only (approx. 5 acres). Other areas may be added later
D	42b.	Country Estates Fishing Hole Park, playground ant bait	<1	
D	43.	Broadwing Building <sup>1</sup>	1.7	Improved or cleared areas (approx. <1 acre) highlighted in the attached drawing

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

1. As applicable, based on Maintenance needed for amenities on site
2. Probable future addition (of whole property or by acre) to Contract.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX A**  
**PROPOSAL FORMS**  
**SERVICE CATEGORIES/MAINTENANCE FREQUENCIES**

Location/ Zone/ Service	Acres	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
33. Trailside Park	4	24	1	1	1	2	3	3	3	3	2	2	2	1
34. Sunshine Ranches Equestrian Park	20	26	1	1	1	2	3	3	3	3	3	3	2	1
35. Calusa Corners Park	11	20	1	1	1	1	2	2	3	3	2	2	1	1
36a. Southwest Meadows Sanctuary Park	26	12	1	1	1	1	1	1	1	1	1	1	1	1
36b. Southwest Meadows Sanctuary Park Landscaped areas, weed control	1	32	2	2	3	3	3	3	3	3	3	3	2	2
37a. Rolling Oaks Park	44.5	24	1	1	1	2	3	3	3	3	2	2	2	1
37b. Rolling Oaks Park Butterfly Garden, weed	1	32	2	2	3	3	3	3	3	3	3	3	2	2
38. Frontier Trails Park <sup>2</sup>	30	12	1	1	1	1	1	1	1	1	1	1	1	1
39. Town Hall	2	24	2	2	2	2	2	2	2	2	2	2	2	2
40. Public Safety Facility	<1	24	2	2	2	2	2	2	2	2	2	2	2	2
41. Stirling Rd. at SW 185 Way "pocket park"	1.6	16	1	1	1	1	1	2	2	2	2	1	1	1
42. Country Estates Fishing Hole Park <sup>2</sup>	16	24	2	2	2	2	2	2	2	2	2	2	2	2
42b. Playground ant bait	<1	12	1	1	1	1	1	1	1	1	1	1	1	1
43. Broadwing Building <sup>1</sup>	1.7	6	1	0	1	0	1	0	1	0	1	0	1	0

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

1. As applicable, based on Maintenance needed for amenities on site.

2. Probable future addition (of whole property or by acre) to Contract.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX A**  
**PROPOSAL FORMS**  
**SERVICE CATEGORIES/MAINTENANCE FREQUENCIES**

Location/ Zone/ Service	Acres	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
<b>Fire Ant Control</b>	N/A	3	0	1	0	0	1	0	0	0	0	1	0	0
<b>Tree Bed Weeding</b>	N/A	6	1	0	1	0	1	0	1	0	1	0	1	0
<b>Sucker/ water sprout trimming</b>	N/A	6	1	0	1	0	1	0	1	0	1	0	1	0
<b>Fertilization</b>	N/A	2	0	1	0	0	0	0	0	0	0	1	0	0
<b>Mulching</b>	N/A	1-2												

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

1. As applicable, based on Maintenance needed for amenities on site.
2. Probable future addition (of whole property or by acre) to Contract.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

Service Category	Location/ Zone #	Location Name	Unit Price	Annual Price – (Frequencies as per “Maintenance Frequencies”)
D	33	Trailside Park 4 acres	\$	\$
D	34	Sunshine Ranches Equestrian Park 20 acres	\$	\$
D	35	Calusa Corners Park 11 acres	\$	\$
D	36a.	Southwest Meadows Sanctuary Park 26 acres	\$	\$
D	36b.	Southwest Meadows Sanctuary Park Landscaped areas, weed control 1 acre	\$	\$
D	37a.	Rolling Oaks Park 44.5 acres	\$	\$
D	37b.	Rolling Oaks Park Butterfly Garden, weed 1 acre	\$	\$
D	38.	Frontier Trails Park 30 acres	\$	\$
D	39.	Town Hall 2 acres	\$	\$
D	40.	Public Safety Facility <1 acre	\$	\$
D	41.	Stirling Rd. at SW 185 Way “pocket park” 1.6 acres	\$	\$
D	42.	Country Estates Fishing Hole Park 16 acres	\$	\$
D	42b.	Playground ant bait <1acre	\$	\$
D	43.	Broadwing Building 1.7 acres	\$	\$

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

**GRAND TOTAL – MAINTENANCE PROPOSAL:**

**PRICE LIST BY ZONE (BASE PROPOSAL):** \$ \_\_\_\_\_

PROPOSER’S SIGNATURE: \_\_\_\_\_

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**CONTRACTOR'S PROPOSAL FOR AUXILIARY SERVICES**

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

22	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per day =	\$
23	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per week =	\$
24	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per month =	\$
25	Min. 15,000 GVM Dump Truck with Operator	Per hour =	\$
26	Min. 15,000 GVM Dump Truck with Operator	Per day =	\$
27	Min. 15,000 GVM Dump Truck with Operator	Per week =	\$
28	Min. 15,000 GVM Dump Truck with Operator	Per month =	\$
29	Watering Truck with Operator	Per hour =	\$
30	Watering Truck with Operator	Per day =	\$
31	Watering Truck with Operator	Per week =	\$
32	Watering Truck with Operator	Per month =	\$
33	Hydraulic Bucket Truck with a reach of 55', with operator	Per hour =	\$
34	Hydraulic Bucket Truck with a reach of 55', with operator	Per day =	\$
35	Hydraulic Bucket Truck with a reach of 55', with operator	Per week =	\$
36	Hydraulic Bucket Truck with a reach of 55', with operator	Per month =	\$
37	Mowing of turf area – Acreage	Per acre=	\$
38	Melaleuca Mulch	Per Cubic Yard installed	\$
39	Bahia Sod per pallet furnished & installed	Per pallet furnished & installed	\$
40	St. Augustine Sod per pallet furnished & installed	Per pallet furnished & installed	\$
41	8-2-10 – 90% sulphur coated	Per 50 lb. in place	\$
42	15-0-15 – 50% sulphur coated, with Talstar	Per 50 lb. in place	\$
43	Micronutrients: Manganese, in granular form	Per lb. in place	\$

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

44	Micronutrients: Magnesium, in granular form	Per lb. in place	\$
45	Removal & Proper disposal of debris	Per Cubic Yard	\$
46	Sunshine Ranches Equestrian Park Additional Ring and Trail dragging	Per Service	\$
47	Re-set downed/wind thrown tree	Per Tree	\$
48	Staking – root ball staking (preferred method)	Per Tree	\$
49	Staking and guying - board and batten materials (3" caliper or greater)	Per Tree	\$
50	Staking and guying - lodge poles and sisal materials (3" caliper or less)	Per Tree	\$
51	Removal of exotic/hazard tree	Per Caliper inch of trunk	\$
52	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	%	\$
<b>Miscellaneous Code Enforcement Maintenance</b>			
53	Mowing/trimming maintenance	Per Individual Proposal	

*PROPOSAL SIGNATURE*

The Proposer offers the preceding completed Proposal Forms for providing all labor, services, materials equipment, etc., to perform Town Wide Parks and Property Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE: \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

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

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

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

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

**[Remainder of page intentionally left blank]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**PROPOSER INFORMATION**

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

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

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

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

LICENSE TYPE: \_\_\_\_\_  
(Attach copy of license)

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

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

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

PROPOSER'S SIGNATURE: \_\_\_\_\_

PROPOSER'S NAME: \_\_\_\_\_

PROPOSER'S ADDRESS: \_\_\_\_\_

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

PROPOSER'S EMAIL ADDRESS: \_\_\_\_\_

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

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

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

Signature of President or Authorized Principal

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX B**  
**DISCLOSURE OF OWNERSHIP INTEREST**

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

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

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

1. Affiant appears herein as:

☐ an individual or

☐ the \_\_\_\_\_ of \_\_\_\_\_.

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

2. Affiant's address is:

\_\_\_\_\_

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

*AFFIANT FURTHER SAYETH NAUGHT.*

\_\_\_\_\_  
\_\_\_\_\_, Affiant  
(Print Affiant Name)

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

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

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



**APPENDIX C  
DRUG FREE WORKPLACE**

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

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

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

**PROPOSER'S SIGNATURE:** \_\_\_\_\_

**PROPOSER:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

**[Signatures on next page]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

PROPOSER: \_\_\_\_\_

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

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

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

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

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

Or Produced Identification \_\_\_\_\_  
(Type of Identification)

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX E  
NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ )) ss:

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

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

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

**[Signatures on next page]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

PROPOSER: \_\_\_\_\_

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

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

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

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

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

Or Produced Identification \_\_\_\_\_  
(Type of Identification)

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX F**  
**CERTIFICATE OF AUTHORITY**

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

) ss:

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary:

(SEAL)

PROPOSER: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

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

) ss:

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

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

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

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

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

\_\_\_\_\_  
Secretary:

(SEAL)

PROPOSER:\_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX H**  
**CERTIFICATE OF AUTHORITY (If Partnership)**

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

) ss:

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

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

\_\_\_\_\_

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_, day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary:  
(SEAL)

PROPOSER: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX I**  
**CERTIFICATE OF AUTHORITY (If Joint Venture)**

State of \_\_\_\_\_ )  
 ) ss:  
County of \_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Partners of the \_\_\_\_\_

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

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

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

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

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_, day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary:  
(SEAL)

PROPOSER:\_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX J  
PROPOSAL BOND**

**Bond No.** \_\_\_\_\_

**PROPOSAL BOND**

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

) ss:

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

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_, as Principal, and \_\_\_\_\_

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

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

**“RFP No.: 20-007: Town-wide Parks and Property Maintenance Services”**

NOW, THEREFORE,

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

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

**[Signatures on next page]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

PROPOSER: \_\_\_\_\_

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

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

IN PRESENCE OF: \_\_\_\_\_

(Individual or Partnership Principal)

(SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Phone)

SURETY: \_\_\_\_\_

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

(SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Phone)

**IMPORTANT**

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

Countersigned by Florida Agent: \_\_\_\_\_

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX K**  
**GOVERNMENTAL CONTACT INFORMATION**

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON

PROPOSER: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX L**  
**ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

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

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

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

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

PROPOSER: \_\_\_\_\_

**APPENDIX M**  
**PROPOSER CONFIRMATION OF QUALIFICATIONS**

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

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

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

Proposer: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

Proposer's Address: \_\_\_\_\_

\_\_\_\_\_

Proposer's Phone Number: \_\_\_\_\_

Proposer's Email: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**[Signatures on next page]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

PROPOSER: \_\_\_\_\_

State of Florida

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

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

WITNESS my hand and official seal.

NOTARY Public Records of \_\_\_\_\_ County, Florida

\_\_\_\_\_  
Notary Signature

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

PROPOSER: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX N**  
**PROPOSER EXPERIENCE QUESTIONNAIRE**

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

List comparable contract experience and client references:

Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

Client Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Contact Person Tel. No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

Client Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Contact Person Tel. No.: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

Project Name: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

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

Client Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Contact Person Tel. No.: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX O**  
**SUB-CONTRACTOR LIST**

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

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

PROPOSER:\_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX P**  
**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No.1 \_\_\_\_\_

Addendum No.2 \_\_\_\_\_

Addendum No.3 \_\_\_\_\_

Addendum No.4 \_\_\_\_\_

**[Remainder of page intentionally left blank]**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX Q**  
**LIABILITY CLAIMS**

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

1. Name and Location of project: \_\_\_\_\_  
\_\_\_\_\_
2. Contact information for Project Owner:
  - a. Name: \_\_\_\_\_
  - b. Address: \_\_\_\_\_
  - c. Phone: \_\_\_\_\_
  - d. Email: \_\_\_\_\_
3. Nature of Claim: \_\_\_\_\_  
\_\_\_\_\_
4. Date of Claim: \_\_\_\_\_
5. Resolution Date of Claim and how resolved: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
6. If applicable:
  - a. Court Case Number: \_\_\_\_\_
  - b. County: \_\_\_\_\_
  - c. State: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX R**  
**W-9**

**INSERT W-9**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX S**  
**PROOF OF INSURANCE**

INSERT PROOF OF INSURANCE

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**APPENDIX T**  
**STATEMENT OF NO RESPONSE**

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

Venessa Redman, Senior Procurement and Budget Officer  
Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330  
or  
Email: [vredman@southwestranches.org](mailto:vredman@southwestranches.org)

REASONS

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

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

\_\_\_\_\_

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

Desire to receive future Town solicitations?    ☐ Yes    ☐ No

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

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

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

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

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

**APPENDIX U**  
**ANTI-LOBBYING CERTIFICATION FORM**

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

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

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

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

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

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

CERTIFIED BY: \_\_\_\_\_  
(type or print)

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

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

**E. BUY AMERICAN ACT**

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

**F. SUSPENSION AND DEBARMENT**

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

**G. ANTI-LOBBYING**

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

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

**H. EQUAL EMPLOYMENT OPPORTUNITY**

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

**I. NONDISCRIMINATION**

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

**J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)**

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

**K. ENVIRONMENTAL PROTECTION AGENCY (EPA)**

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

**L. CONFLICTS OF INTEREST**

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

**N. VIOLATIONS OF LAW**

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

**O. VERIFICATION OF EMPLOYMENT STATUS**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

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

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

**Q. PROCUREMENT OF RECOVERED MATERIALS**

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

**R. DAVIS-BACON ACT REQUIREMENTS**

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

**EXHIBIT “A”  
EXAMPLE AGREEMENT**



AGREEMENT  
BETWEEN THE  
TOWN OF SOUTHWEST RANCHES  
AND  

---

FOR  
**RFP NO.: 20-007**  
**TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES**

**AGREEMENT FOR  
RFP No.: 20-007  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES**

THIS IS AN AGREEMENT (“Agreement” or “Contract”) made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_ by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “Town”) and \_\_\_\_\_ (hereinafter referred to as “Contractor”).

**WHEREAS**, the Town desires to maintain parks and property within Town (“Project”); and

**WHEREAS**, the Town advertised a Request for Proposals, RFP No. 20-007 on \_\_\_\_\_, 2019 (“RFP”); and

**WHEREAS**, \_\_ proposals were received by the Town on January 28, 2020; and

**WHEREAS**, the Town has adopted Resolution No. 202\_- \_\_\_\_ at a public meeting of the Town Council approving the recommended award and has selected \_\_\_\_\_ for award of the Project.

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

**Section 1: Scope of Services**

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Agreement is EXHIBIT “A” and which is made a part hereof by this reference (“Work”). This Agreement, as well as all Exhibits, the RFP, the Contractor’s Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the “Contract Documents” and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor’s performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good construction practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.
- 1.3 By submitting its Proposal and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the site, including conditions of the facilities and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.

- 1.4 Nothing herein shall be construed as a waiver, limitation or release of any right or remedy that the Town may have for breach of this Agreement, which rights are cumulative and in no way limited by the warranty.

**Section 2: Term of this Agreement and Agreement Time**

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

**“RFP No.: 20-007**

**TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES**

- 2.2 Town shall have the ability to terminate this Agreement as provided in “Section 18: Termination.”
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.
- 2.4 The parties agree that time is of the essence in execution of the Work delineated within the Agreement and any breach of same shall go to the essence hereof, and Contractor, in agreeing to substantially complete the Work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its Work.

**Section 3: Compensation & Method of Payment**

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$\_\_\_\_\_Dollars (“Contract Price”).
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and dignity afforded the original Agreement.

- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to delivered to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town.

#### **Section 4: Assignment**

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

#### **Section 5: Contractor's Responsibility for Safety**

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

#### **Section 6: Insurance**

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

And

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

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
  - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
  - C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

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

- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

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

And

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

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

**Section 7: Copyrights and Patent Rights**

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

### **Section 8: Laws and Regulations**

Contractor agrees comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

### **Section 9: Taxes and Costs**

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

### **Section 10: Indemnification**

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

### **Section 11: Non-discrimination**

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

### **Section 12: Sovereign Immunity**

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

### **Section 13: Prevailing Party Attorneys' Fees**

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal, the prevailing party shall be entitled to recover

reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

**Section 14: No Third-Party Beneficiaries**

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

**Section 15: Funding**

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

**Section 16: Manner of Performance**

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

**Section 17: Public Records**

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

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

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

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

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

**Section 18: Termination**

The Agreement may be terminated upon the following events:

- A. **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. **Termination for Convenience.** This Agreement may be terminated for Convenience by Town upon Town providing Contractor with **thirty (30) calendar day's** written notice of Town's intent to terminate this Agreement for Convenience. In the event that this Agreement is terminated by Town for Convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date of this Agreement is terminated, plus any direct and

reasonable expense sustained up to the date of receipt of the written notice. In no event, shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed, and no other compensation or damages other than as set forth in this Section shall be paid to or recovered by Contractor in any legal proceeding against Town. Upon being notified of Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for Town's right to terminate this Agreement for Convenience.

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

1. Contractor's violation of the Public Records Act;
2. Contractor's insolvency, bankruptcy or receivership;
3. Contractor's violation or non-compliance with Section 11 of this Agreement;
4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
5. Contractor's violation of Section 19 of this Agreement.

**Section 19: Public Entity Crimes Information Statement**

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

**Section 20: Use of Awarded Proposal by Other Governmental Units**

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

**Section 21: Change Orders and Modification of Agreement**

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

**Section 22: No Waiver of Rights**

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work

furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

**Section 23: Jurisdiction and Venue**

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

**Section 24: WAIVER OF RIGHT TO JURY TRIAL**

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

**Section 25: Gender**

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

**Section 26: Time is of the Essence; Liquidated Damages**

Time is of the essence for all of Contractor's obligations under this Agreement. The Town will be entitled to Liquidated Damages as set forth at Section 2.4.

**Section 27: Days**

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

**Section 28: Written Mutual Agreement**

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

**Section 29: No Amendment or Waiver**

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

**Section 30: Severability**

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

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

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its design professional for this Project, the design professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive. Additionally, the parties understand and agree that Florida Statutes, Chapter 558 does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558.

**Section 32: Notice**

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

**If to Town:**

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

**With a copy to:**

Keith M. Poliakoff, Esq.  
Saul Ewing Arnstein & Lehr

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

200 East Las Olas Boulevard  
Suite 1000  
Fort Lauderdale, Florida 33301

If to Contractor:

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**Section 33: Miscellaneous**

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

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

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Town's disallowance and recovery of any

payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Agreement.

- C. **Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- D. **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

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

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

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

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

**WITNESSES:**

**CONTRACTOR:**

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

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_(title)  
\_\_\_\_ day of \_\_\_\_\_ 202\_\_

**TOWN OF SOUTHWEST RANCHES**

TOWN OF SOUTHWEST RANCHES, FLORIDA  
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES  
RFP NO. 20-007

By: \_\_\_\_\_  
Doug McKay, Mayor

\_\_\_\_ day of \_\_\_\_\_ 202\_

By: \_\_\_\_\_  
Andrew D. Berns, Town Administrator

\_\_\_\_ day of \_\_\_\_\_ 202\_

**ATTEST:**

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Keith M. Poliakoff, Town Attorney



SW 185th Way "Pocket Park  
(at Stirling Road Right of Way)

# Broadwing Building

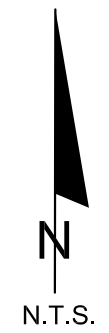
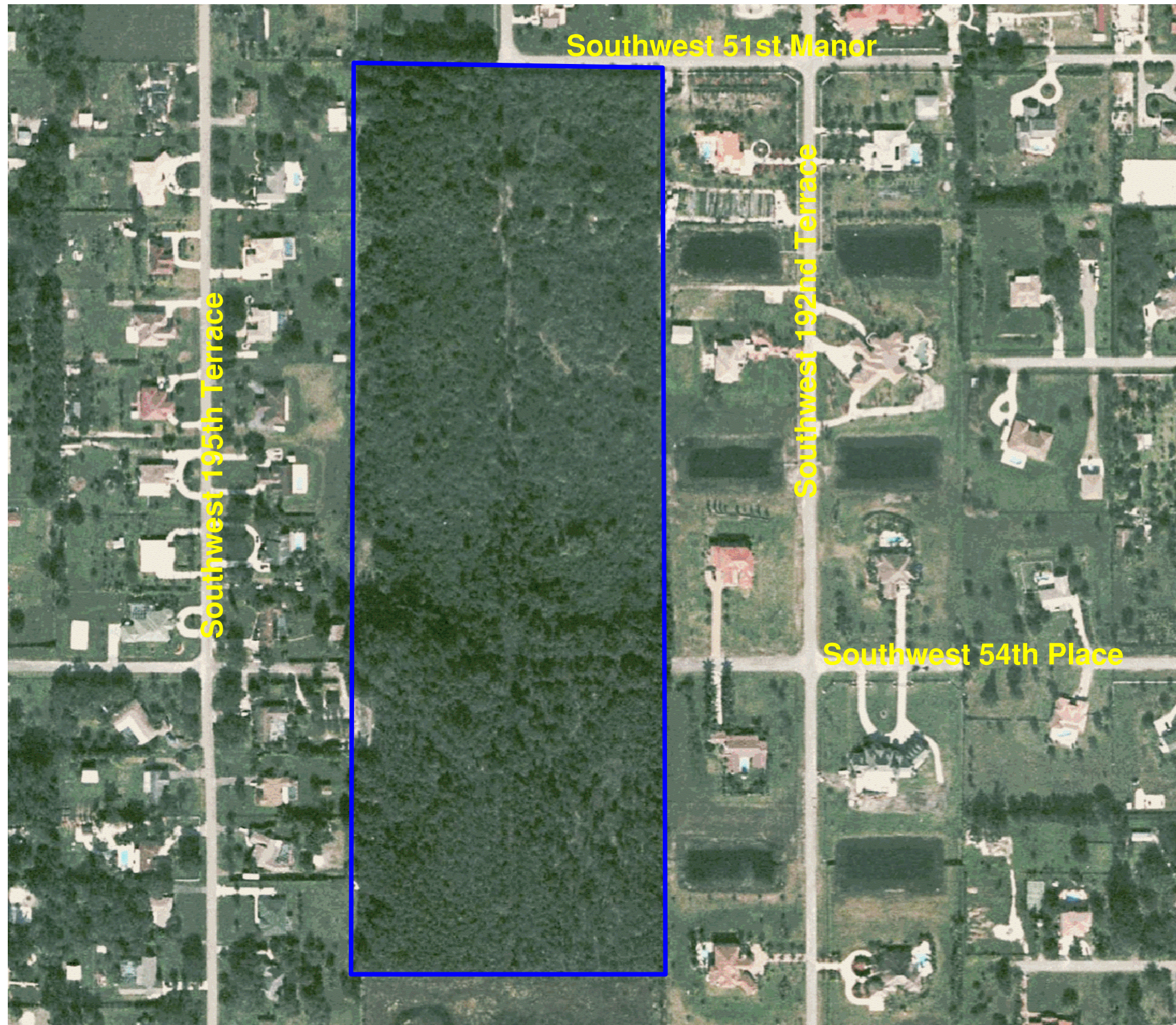


Highlighted area = maintenance







[illegible]

## FRONTIER TRAILS

## TOWNWIDE LANDSCAPE MAINTENANCE PROJECT

No Address Assigned

TOWN OF SOUTHWEST RANCHES

APPROVED BY:

DATE:



**R.J.Behar & Company, Inc.**  
Engineers • Planners

9891 S.W. 196TH AVENUE, SUITE 302  
Pembroke Pines, Florida • 33332  
(954) 680-7771 • Fax: (954) 680-7781

DL	MU	JR
DES.	DWN.	CHK.
PROJECT / FILE NO. <b>04040</b>		
DRAWING NO. <b>1</b>		
DATE DRAWN <b>9-06-07</b>	<b>1</b> BY	OF <b>1</b>



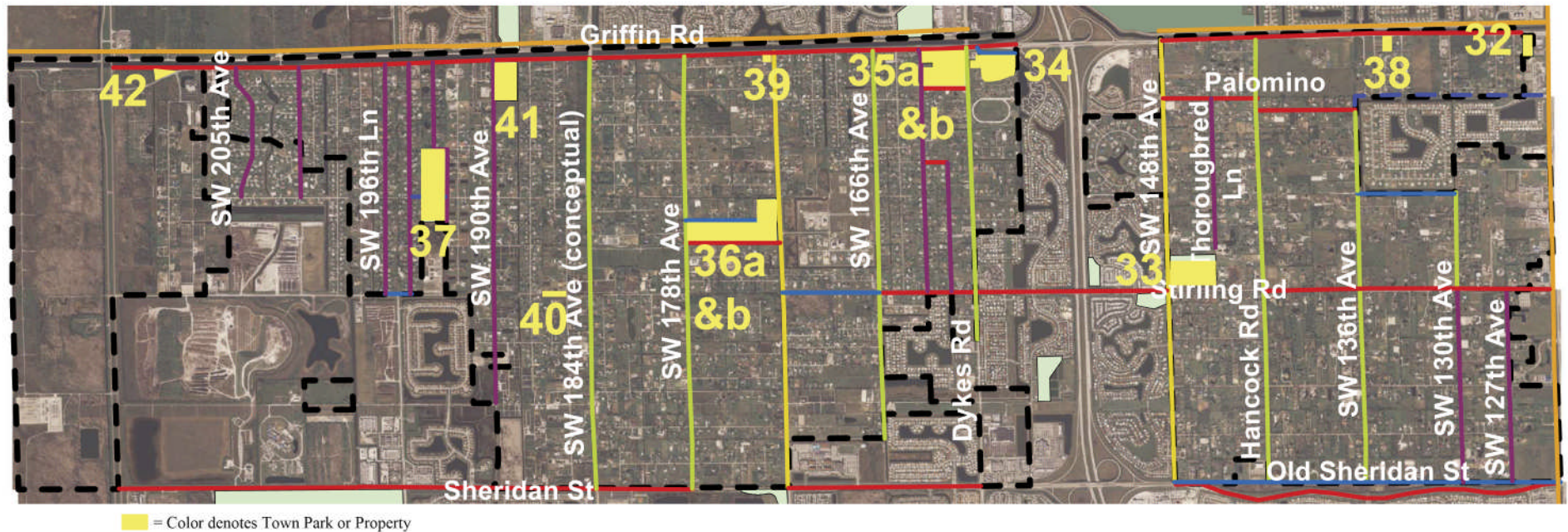








Southwest Ranches Town Hall  
13400 Griffin Road  
Southwest Ranches, FL 33330



- Zone 32. Trailside Park: 12498 Griffin Road
- Zone 33. Sunshine Ranches Equestrian Park: 5840 SW 148 Avenue
- Zone 34. Calusa Corners Park: SE Corner Hawke's Bluff Avenue (Griffin Road) at SW 160 Avenue (Dykes Road)
- Zone 35.a. Southwest Meadows Sanctuary Park: SW Corner Griffin Road at SW 160 Avenue (Dykes Road)
- Zone 35.b. Southwest Meadows Sanctuary Park: (interior of property above)
- Zone 36.a. Rolling Oaks Park: 17630 SW 56 Street
- Zone 36.b. Rolling Oaks Park: (interior of property above)
- Zone 37. Frontier Trails Park: SW 193rd Lane at SW 51 Manor
- Zone 38. Town Hall: 13400 Griffin Road
- Zone 39. Public Safety Facility: 17220 Griffin Road
- Zone 40. Stirling Rd. at SW 185 Way "Pocket Park"
- Zone 41. Country Estates Park: 18900 Griffin Road
- Zone 42. Broadwing Building: 20951 Griffin Road





☐ Depicts Park

[illegible]

## TRAILSIDE PARK

TOWNWIDE LANDSCAPE  
MAINTENANCE PROJECT

12498 Griffin Road  
South West Ranches, FL 33330

TOWN OF SOUTHWEST RANCHES

APPROVED BY:

DATE:

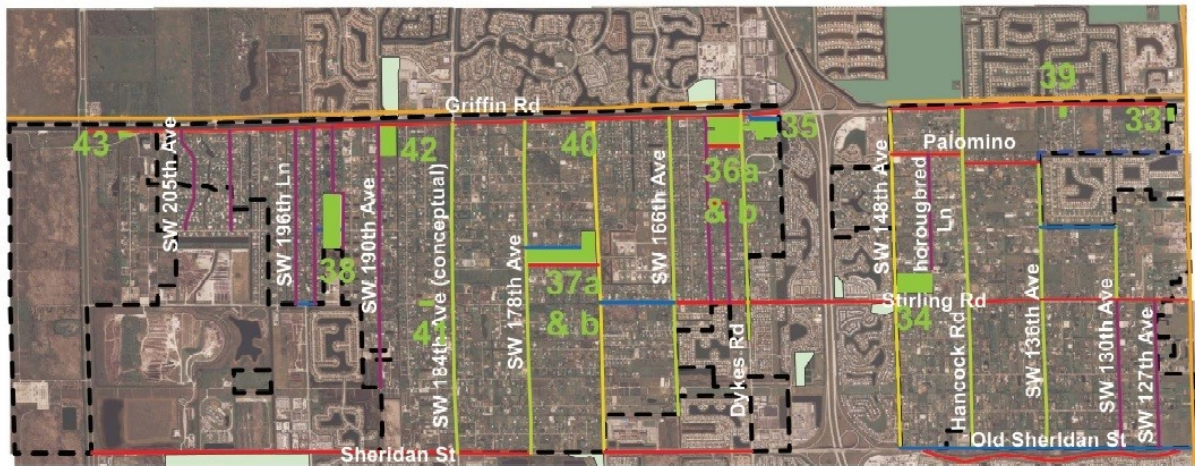



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Engineers • Planners

9891 S.W. 196TH AVENUE, SUITE 302  
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(954) 680-7771 • Fax: (954) 680-7781

DL	MU	JR
DES.	DRAW.	CHK.
PROJECT / FILE NO.		
04040		
DRAWING NO.		
1		
DATE DRAWN		OF
9-06-07		1
SHEET		1

# **ADDENDUM**



 = town park or property

**Zone 33 Trailside Park: 12498 Griffin Road**

**Zone 34 Sunshine Ranches Equestrian Park: 5840 SW 148 Avenue**

**Zone 35 Calusa Corners Park: 4701 Hawke's Bluff Avenue (SE Corner Griffin Road at SW 160 Avenue/Dykes Road)**

**Zone 36.a. Southwest Meadows Sanctuary Park: SW Corner Griffin Road at SW 160 Avenue/Dykes Road)**

**Zone 36.b. Southwest Meadows Sanctuary Park: (planted areas of property above)**

**Zone 37.a. Rolling Oaks Park: 17630 SW 56 Street**

**Zone 37.b. Rolling Oaks Park butterfly garden**

**Zone 38. Frontier Trails Park: SW 193rd Lane at SW 51 Manor**

**Zone 39. Town Hall: 13400 Griffin Road**

**Zone 40. Public Safety Facility: 17220 Griffin Road**

**Zone 41. Stirling Rd. at SW 185 Way "Pocket Park"**

**Zone 42. Country Estates Park: 18900 Griffin Road**

**Zone 43. Broadwing Building: 20951 Griffin Road**



1 0.5 0 1 Miles

