



**INVITATION TO QUOTE
TOWN OF SOUTHWEST RANCHES**

**ITQ 25-04 Installation of Twelve (12) Solar Powered
RadarSigns (TC-600 S)**

**THE INFORMAL QUOTE PROCESS IS USED WHEN THE TOWN ESTIMATES
THE TOTAL AMOUNT NOT TO EXCEED \$24,999.99**

Brief Description of Commodity/Service/Project:

Issue Date: 11/26/24

The Town of Southwest Ranches is hereby soliciting written quotes for the installation of twelve (12) Solar Powered RadarSigns (TC-600 S) as per the attached Installation Manual. Contractor will be responsible for picking the signs up from 13400 Griffin Road, Southwest Ranches, FL 33330 and transporting them to the various locations in Southwest Ranches. In accordance with the attached manuals, Contractor will be responsible for purchasing the required poles and brackets as specified on page 7 of the Installation Manual and ensuring the signs are operable.

Last Date for Questions: Wednesday, December 4, 2024 by 5:00 PM EST

Quote Deadline and Submittal Information:

Time: 11:00 A.M. EST **Date:** Tuesday, December 10, 2024

Location: Electronic submission via email to contact person named below or through www.DemandStar.com. Paper responses will be accepted, but electronic submissions are encouraged.

Questions and Contact Person:

Questions regarding this solicitation shall be submitted in writing to Christina Semeraro, Procurement Officer: csemeraro@southwestranches.org

Sections:

Section I – General Terms and Conditions
Section II – Scope of Commodity/Service/Project and Special Terms
Section III – Required Forms (Fill out, sign and upload with your quotation).

**All ITQ responses are required to be signed by an authorized representative of the supplier.
RESPONSES RECEIVED UNSIGNED WILL NOT BE ACCEPTED.**

The undersigned certifies that their response is submitted in accordance with the terms, scope of work/services, and conditions noted in this ITQ. Official notice in reference to this project shall be in accordance with the following:

Company Name:

EIN:

Physical Address:

Contact Person Name:

Contact Person Phone Number:

E-mail Address:

Company Website Address:

Authorized Signatory Name/Title:

Authorized Signature:

Addenda Acknowledgement: (enter issue dates below) OR check here if no addenda were issued

Addendum No. 1 Date: _____

Addendum No. 2 Date: _____

SECTION I - GENERAL TERMS AND CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE TOWN OF SOUTHWEST RANCHES. THE TOWN OF SOUTHWEST RANCHES MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDER OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS REQUEST FOR QUOTATIONS SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

TERMS AND CONDITIONS

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

ACCEPTANCE

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

ASSIGNMENT

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

COMPLIANCE WITH ALL LAWS

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

DEFAULT

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

DELIVERY

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

DELIVERIES

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

EXCUSABLE DELAYS

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

E-VERIFY

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

FORCE MAJEURE

If either party is prevented from performing its obligations hereunder as a result of government regulations, fires, strikes, or other causes beyond the control of such party, the obligation to so perform shall be suspended for a reasonable time during which such condition continues to exist. If an actual or potential labor

dispute delays or threatens to delay vendor's timely performance, vendor shall immediately notify Town in writing.

GOVERNING LAW

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

INCORPORATION

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

INDEMNIFICATION

Vendor shall indemnify, defend, save and hold harmless TOWN, its officers, agents and employees from all suits, claims, actions or damages of any nature, including any attorney's fees, paralegal expenses, and court costs incurred at either the trial or appellate levels brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Vendor, its subcontractors, suppliers, agents or employees. NOTHING HEREIN SHALL BE DEEMED TO WAIVE THE TOWN'S SOVEREIGN IMMUNITY.

INDEPENDENT CONTRACTOR

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

INSPECTION AND ACCEPTANCE

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

INSURANCE

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

INVOICING

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

LEGAL RESPONSIBILITY

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

LIABILITY-COPYRIGHT/PATENT/TRADEMARK

If an article sold and delivered to Town hereunder shall be protected by any applicable patent, trademark or copyright, the vendor agrees to indemnify and

save harmless Town, from and against any all suits, claims, judgments and costs instituted or recovered against it by any person whomever on account of the use or sale of such articles by Town in violation or right under such patent or copyright.

MATERIAL SAFETY DATA SHEETS

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

MODIFICATIONS

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

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

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

NON-WAIVER OF RIGHTS

No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms thereof.

OCCUPATIONAL SAFETY AND HEALTH

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

OFFICIALS NOT TO BENEFIT

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

PACKING LISTS

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

PAYMENT AND TERMS

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

PAYMENT CHANGES

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

PUBLICATION

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

PUBLIC RECORDS: RIGHT TO AUDIT RECORDS

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

writing by the Town.

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

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

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

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

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

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

QUANTITIES

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

REMEDIES

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

RESPONSIBILITY

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

REPRESENTATIVE

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

SEVERABILITY

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

SUB-CONTRACTING

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

TAX

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

TERMINATION

Town may terminate this agreement, in part or in whole, for its convenience or

the failure of the vendor to fulfill contractual obligations. Town shall terminate by delivering to the vendor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the vendor shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise).
2. Deliver to Town all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress.

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

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

In the event of termination for cause, Town shall be liable to the vendor for reasonable costs incurred by the vendor before the effective date of the termination.

Seller will be liable for excess costs of re-procurement. Unless prohibited by applicable law, Town is not required to engage in competitive re-procurement, nor is Town required to obtain the lowest price.

UNIFORM COMMERCIAL CODE

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

ANTI-DISCRIMINATION

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

WARRANTY

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

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

HUMAN TRAFFICKING DISCLOSURE

Pursuant to, and as required by Section 787.06, Florida Statutes, Vendor's acceptance of this Purchase Order constitutes its confirmation and attestation that it does not use coercion or services as defined in same.

FOREIGN COUNTRIES OF CONCERN

In accordance with §288.860, Florida Statutes, Town may not participate in an agreement with any foreign principal organized under the laws of, or having its principal place of business in, a foreign country of concern as defined by §288.860(1), Florida Statutes, as may be amended from time to time, or a subsidiary thereof. Vendor affirms and represents that it is not a foreign principal of a country of foreign concern, and in the event of any assignment to such foreign principal, the Agreement shall be subject to immediate termination by Town. The Vendor's acceptance of this Purchase Order constitutes its confirmation and attestation that it is not a foreign principal of a country of foreign concern.

END OF SECTION

SECTION II – SCOPE OF SERVICE AND SPECIAL TERMS

1. Purpose

The Town of Southwest Ranches is hereby soliciting written quotes for installation of twelve (12) Solar Powered RadarSigns (TC-600 S). The Town purchased the signs separately.

2. Scope of Service

The Town of Southwest Ranches is hereby soliciting written quotes for the installation of twelve (12) Solar Powered RadarSigns (TC-600 S) as per the attached Installation Manual. Contractor will be responsible for picking the signs up from 13400 Griffin Road, Southwest Ranches, FL 33330 and transporting them to the various locations in Southwest Ranches. In accordance with the attached manuals, Contractor will be responsible for purchasing the required poles and brackets as specified on page 7 of the Installation Manual and ensuring the signs are operable.

3. Requirements and Specifications

Contractor will be responsible for installing the signs and purchasing the required poles and brackets as specified in the Installation Manual. All signs should be confirmed as operable.

Contractor will be responsible for storage of the poles and associated accessories prior to installation.

4. Approved Equal or Alternative Product Quotes

The Technical Specifications contained in this RFQ are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the Town of Southwest Ranches. The Town is receptive to any product that would be considered by qualified Town personnel as an approved equal or alternative.

Respondent must state clearly in their quotes any variance to the specifications. If proposing an approved equal or alternate product, it will be the Respondent's responsibility to provide adequate information in their proposal to enable the Town to ensure that the Respondent meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The Town of Southwest Ranches will be the sole judge in determining if the product proposed qualifies as approved equal or as an alternate product. The Town reserves the right to award to that Respondent which will best serve the interest of the Town as determined by the Town.

5. Delivery / Completion Schedule

Installation is desired within 45 calendar days or upon receipt of notice to proceed and/or order placed, and shall deliver in accordance with the terms and conditions outlined and agreed upon herein.

6. Eligibility of Bidders

Quotes will be considered only from firms normally engaged in providing the types of commodities and services specified herein.

To be eligible to respond to this RFQ, the Respondent must have at least three (3) years of experience.

7. **Licenses**

Professional licenses must be in effect as required by Florida Statute Chapter 455 or as amended. Respondent shall include copies of applicable licenses with quote. Town reserves the right to award to the next responsive bidder if recommended bidder fails to provide required licenses.

8. **Payment Terms**

Payment terms shall be consistent with the policies set forth by the Town's Procurement Ordinance. Completed work shall be invoiced monthly with the invoice clearly indicating the Bid prices, quantity, and installation address.

9. **Insurance Requirements**

Insurance Requirements

- a. Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required herein.
- b. 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.
- c. 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
- d. 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.
- e. 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.
- f. Contractor shall carry the following minimum types of Insurance:
 - i. **WORKER'S COMPENSATION**: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **Five Hundred Thousand Dollars (\$500,000)** for each incident, and **Five Hundred Thousand Dollars (\$500,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.
 - ii. **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.

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

- g. 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.
- h. 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. – Town Attorney
Government Law Group, PLLC
200 South Andrews Avenue
Suite 601
Fort Lauderdale, Florida 33301

- i. Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- j. 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.
- k. 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.
- l. 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.
- m. **UPON NOTICE OF AWARD RECOMMENDATION, 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.

- n. The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- o. 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.
- p. 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.
- q. 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.
- r. 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.

10. Cleaning Up

Contractor shall keep Town premises free from accumulation of waste materials or rubbish caused by Contractor's operations. At the completion of the work Bidder shall remove all waste materials and rubbish from and about the site as well as all tools, equipment, machinery, and extraneous materials and provide final cleaning and return the space to a condition suitable for use by the Town.

11. Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

To Town

Town Administrator
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
With a copy to the Town Attorney at the same address

To Bidder

Bidder contact information shall be in accordance with the RFQ signature page.

12. Client References

Provide a list of three (3) references that Respondent has provided similar service in the past three (3) years. Government agency references are preferred. (Use attached form for your convenience).

Please include the following information for each reference:

- 1) Name of Firm, Town, County or Agency
- 2) Address
- 3) Contact Person, Title
- 4) Phone, and Email address
- 5) Project start date and Project completion date
- 6) Scope of Work

13. Pricing

Respondents shall provide pricing for the items identified on the attached price sheet.

Pricing shall remain firm for the duration of the Agreement.

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**TOWN OF SOUTHWEST RANCHES
INVITATION TO QUOTE
ITQ 25-04**

Installation of Twelve (12) Solar Powered RadarSigns (TC-600 S)

Description	Unit Price	Quantity	Extended Amount
Purchase of Poles to include Required Brackets and Hardware	\$ _____	12	\$ _____
Installation of RadarSigns (Signs provided by the Town)	\$ _____	12	\$ _____
TOTAL			\$ _____

PLEASE STATE YOUR PROJECT COMPLETION TIMELINE TO INCLUDE ALL 12 INSTALLATIONS	Estimated Completion time (in calendar days): _____ Days
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Notes:

1. Respondent understands that the Extended Amount for each and every item is the result of multiplying the Estimated Quantity times the Unit Price stated in figures.
2. This is not an order. Town reserves the right to increase or decrease quantity in accordance with the Unit Price bid.
3. Awarded bidder will be responsible for completing the Town's supplier enrollment process before payment can be issued. The Town's payment method will be paper check.
4. Prices shall remain firm and fixed for a minimum of ninety (90) days.

RESPONDENT COMPANY NAME: _____

AUTHORIZED SIGNATORY NAME: _____

SIGNATURE OF ABOVE NAMED: _____

DATE: _____

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 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.

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

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

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

FURTHER AFFIANT 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: _____

Disclosure of Ownership Interests

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

Name

Address

_____	_____
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RESPONDENT COMPANY NAME: _____

BIDDER EXPERIENCE

The Bidder's response to this questionnaire will be utilized as part of the Town's Bid Evaluation and Contractor selection. Bidders must have current licensures applicable to this type of work and must have experience on comparable work meeting the minimum requirements stated herein. List comparable contract experience client references.

(MUST COMPLETE EVEN IF ADDITIONAL REFERENCE PAGE SUPPLIED)

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Contact Person Email: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Contact Person Email: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Contact Person Email: _____

RESPONDENT COMPANY NAME: _____