

# Southwest Ranches Town Council REGULAR MEETING

Agenda of April 24, 2025

Southwest Ranches Council Chambers 7:00 PM Thursday

13400 Griffin Road Southwest Ranches, FL 33330

<u>Mayor</u>	Town Council	Town Administrator	<u>Town Attorney</u>
Steve Breitkreuz	Jim Allbritton	Russell C. Muniz, ICMA-CM	Keith M. Poliakoff, J.D.
<u>Vice Mayor</u>	Gary Jablonski	Town Financial	<u>Town Clerk</u>
Bob Hartmann	David S. Kuczenski,	Administrator	Debra M. Ruesga
	Esq.	Emil C. Lopez, CPM	

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter or hearing impaired to participate in this proceeding should contact the Town Clerk at (954) 434-0008 for assistance no later than four days prior to the meeting.

#### 1. Call to Order/Roll Call

#### 2. Pledge of Allegiance

#### **Presentations**

#### 3. Proclamation - Municipal Clerk's Week May 4 - 10, 2025

#### 4. Public Comment

- All Speakers are limited to 3 minutes.
- Public Comment will last for 30 minutes.
- All comments must be on non-agenda items.
- All Speakers must fill out a request card prior to speaking.
- All Speakers must state first name, last name, and mailing address.
- Speakers will be called in the order the request cards were received.
- Request cards will only be received until the first five minutes of public comment have concluded.

#### 5. Board Reports

- 6. Council Member Comments
- 7. Legal Comments
- 8. Administration Comments

#### **Resolutions**

9. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE FIFTH MODIFICATION TO THE AGREEMENT WITH A SUPERIOR TOWING COMPANY, A DIVISION OF GUARDIAN FLEET SERVICES, FOR TOWN-WIDE WRECKER AND TOWING SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM WITH AN OPTIONAL FIVE (5) YEAR RENEWAL TERM; APPROVING THE ADDITIONAL TWENTY-FIVE PERCENT (25%) STATUTORY FEE FOR EACH TOW; AND **PROVIDING AN EFFECTIVE DATE.** 

- 10. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, DECLARING SPECIFIC TOWN-OWNED EQUIPMENT AS SURPLUS INVENTORY; AUTHORIZING THE TOWN ADMINISTRATOR TO PROPERLY DECLARE AND TO DISPOSE OF THE SURPLUS INVENTORY; WAIVING ALL APPLICABLE PROCUREMENT CODE PROVISIONS TO THE CONTRARY; ALLOWING THE TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS THAT MAY BE NECESSARY TO DISPOSE OF THE SURPLUS INVENTORY AND TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
- 11. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT RENEWAL EXTENDING THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND RELIANCE CONTRACTORS, INC. FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE CONTRACT RENEWAL; AND PROVIDING AN EFFECTIVE DATE.
- 12. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT RENEWAL EXTENDING THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND EDJ SERVICE, LLC FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE CONTRACT RENEWAL; AND PROVIDING AN EFFECTIVE DATE.
- 13. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT RENEWAL EXTENDING THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND EDJ SERVICE, LLC FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE CONTRACT RENEWAL; AND PROVIDING AN EFFECTIVE DATE.
- 14. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT RENEWAL EXTENDING THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BUDGET SPRINKLER REPAIR, LLC FOR TOWN-WIDE IRRIGATION MAINTENANCE SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE CONTRACT RENEWAL; AND PROVIDING AN EFFECTIVE DATE.

#### **Discussion**

15. i9 Sports Leagues at Country Estates Fishing Hole Park

#### 16. Adjournment

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

# This page intentionally left blank

# Proclamation

# 56th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK May 4 - 10, 2025

Whereas, the Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, the Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

Whereas, the Professional Municipal Clerk serves as the information center on functions of local government and community; and

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

Whereas, it is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

**NOW, THEREFORE, BE IT PROCLAIMED** by the Town Council of Southwest Ranches, the week of May 4<sup>th</sup> through May 10<sup>th</sup>, 2025, as Professional Municipal Clerks Week, and further extend appreciation to our Town Clerk's Office, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 24<sup>th</sup> Day of April, 2025

**BOB HARTMANN, VICE MAYOR** 

# This page intentionally left blank



Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 (954) 434-0008 Town Hall (954) 434-1490 Fax Town Council Steve Breitkreuz, *Mayor* Bob Hartmann, *Vice Mayor* Jim Allbritton, *Council Member* Gary Jablonski, *Council Member* David S. Kuczenski, Esq., *Council Member* 

Russell C. Muniz, ICMA-CM, Town Administrator Keith M. Poliakoff, JD, Town Attorney Debra M. Ruesga, Town Clerk Emil C. Lopez, CPM, Town Financial Administrator

# **COUNCIL MEMORANDUM**

- TO: Honorable Mayor Breitkreuz and Town Council
- VIA: Russell C. Muñiz, Town Administrator
- FROM: Keith Poliakoff, Town Attorney
- **DATE:** 4/24/2025

SUBJECT: 5th Modification to Agreement with A Superior Towing

# **Recommendation**

Town Council consideration for a motion to approve the resolution.

# **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management

# **Background**

On May 7th, 2009, pursuant to Resolution No. 2009-062, the Town Council approved an Agreement with A Superior Towing Company to provide wrecker and towing services to the Town. The initial Agreement expired on May 22, 2012. On May 24th,2012, pursuant to Resolution No. 2012-053, the Town Council approved the First Modification to the Agreement, which approved an additional three year term that expired on May 21, 2015. On May 28th, 2015, pursuant to Resolution No. 2015-051, the Town Council approved the Second Modification to the Agreement, which extended the agreement for an additional five year term, provided an additional five year extension, and increased the franchise fee rate to an amount equal to fifteen percent (15%) of each tow. On September 13th, 2017, pursuant to Resolution No. 2017-064, the Town Council approved the Third Modification to the Agreement to provide for post disaster relief. On March 12, 2020, pursuant to Resolution No. 2020-029, the Town Council approved the Fourth Modification to the Agreement, which extended the agreement for an additional term and increased the franchise fee to an amount equal to seventeen percent (17%) of each tow.

The Town's staff has performed a review of this contractor's performance and has found that the contractor has consistently performed all services in accordance with the terms of the Agreement. The current Agreement expires on May 31, 2025. The Town Council and contractor are both desirous of extending the term of the Franchise Agreement and contractor has offered to add to its invoice and to collect for the Town the new twenty-five percent (25%) statutory municipal surcharge to its towing invoice.

The Town Council believes that it is in the best interest of the Town to extend the Agreement with A Superior Towing Company as the Town's preferred wrecking and towing service operator for an additional five (5) year term, with an optional five (5) year renewal term at the current franchise fee rate of seventeen percent (17%) of each tow, plus the addition on its invoice and collection of the new twenty-five percent (25%) statutory municipal surcharge, as fully described within the original Agreement.

#### **Fiscal Impact/Analysis**

Current franchise fee rate of seventeen percent (17%) of each tow, plus the addition on Contractor's invoice and collection of the new twenty-five percent (25%) statutory municipal surcharge, as fully described within the original Agreement.

#### Staff Contact:

Keith Poliakoff, Town Attorney Russell C. Muñiz, Town Administrator

#### ATTACHMENTS:

Description Resolution - TA Approved Upload Date Type 4/17/2025 Resolution

#### **RESOLUTION NO. 2025 –**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE FIFTH MODIFICATION TO THE AGREEMENT WITH A SUPERIOR TOWING COMPANY, A DIVISION OF GUARDIAN FLEET SERVICES, FOR TOWN-WIDE WRECKER AND TOWING SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM WITH AN OPTIONAL FIVE (5) YEAR RENEWAL TERM; APPROVING THE ADDITIONAL TWENTY-FIVE PERCENT (25%) STATUTORY FEE FOR EACH TOW; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** on May 7<sup>th</sup>, 2009, pursuant to Resolution No. 2009-062, the Town Council approved an Agreement with A Superior Towing Company to provide wrecker and towing services to the Town; and

WHEREAS, the initial Agreement expired on May 22, 2012; and

**WHEREAS,** on May 24<sup>th</sup>,2012, pursuant to Resolution No. 2012-053, the Town Council approved the First Modification to the Agreement, which approved an additional three year term that expired on May 21, 2015; and

**WHEREAS,** on May 28<sup>th</sup>, 2015, pursuant to Resolution No. 2015-051, the Town Council approved the Second Modification to the Agreement, which extended the agreement for an additional five year term, provided an additional five year extension, and increased the franchise fee rate to an amount equal to fifteen percent (15%) of each tow; and

**WHEREAS,** on September 13<sup>th</sup>, 2017, pursuant to Resolution No. 2017-064, the Town Council approved the Third Modification to the Agreement to provide for post disaster relief; and

**WHEREAS,** on March 12, 2020, pursuant to Resolution No. 2020-029, the Town Council approved the Fourth Modification to the Agreement, which extended the agreement for an additional term and increased the franchise fee to an amount equal to seventeen percent (17%) of each tow; and

**WHEREAS,** the Town's staff has performed a review of this contractor's performance and has found that the contractor has consistently performed all services in accordance with the terms of the Agreement; and

WHEREAS, the current Agreement expires on May 31, 2025; and

**WHEREAS,** the Town Council and contractor are both desirous of extending the term of the Franchise Agreement; and

**WHEREAS,** contractor has offered to add to its invoice and to collect for the Town the new twenty-five percent (25%) statutory municipal surcharge to its towing invoice; and

**WHEREAS,** the Town Council believes that it is in the best interest of the Town to extend the Agreement with A Superior Towing Company as the Town's preferred wrecking and towing service operator for an additional five (5) year term, with an optional five (5) year renewal term at the current franchise fee rate of seventeen percent (17%) of each tow, plus the addition on its invoice and collection of the new twenty-five percent (25%) statutory municipal surcharge, as fully described within the original Agreement;

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

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

**Section 2:** The Town Council hereby approves the Fifth Modification to the Agreement with A Superior Towing Company, in substantially the same form as that attached hereto as Exhibit "A", to provide wrecker and towing services to the Town for an additional five (5) year term, with an optional five (5) year renewal term at the franchise fee rate of seventeen percent (17%) per tow, plus the addition on its invoice and collection of the new twenty-five percent (25%) statutory municipal surcharge, as fully described within the original Agreement.

**Section 3:** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

**Section 4:** This Resolution shall become effective immediately upon its adoption.

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

Ranches, Florida, this \_\_\_\_\_ day of \_\_\_\_\_ 2025 on a motion by

\_\_\_\_\_and seconded by \_\_\_\_\_.

Ayes

Nays

Absent

Breitkreuz \_\_\_\_\_ Hartmann \_\_\_\_\_ Allbritton \_\_\_\_\_ Jablonski \_\_\_\_\_ Kuczenski

Abstaining \_\_\_\_\_

Steve Breitkreuz, Mayor

\_\_\_\_\_

Attest:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, Town Attorney 1001.019.2025

# This page intentionally left blank

#### Exhibit "A"

#### **FIFTH MODIFICATION TO THE AGREEMENT**

**THIS IS THE FIFTH MODIFICATION TO AGREEMENT** entered into as of this \_\_\_\_\_ day of March, 2025, between the Town of Southwest Ranches, a municipal corporation of the State of Florida (the "Town") and A Superior Towing ("A Superior"), a Florida corporation, for the purposes of amending the Agreement between the Town and A Superior, dated May 22<sup>nd</sup>, 2009.

#### WITNESSETH:

**WHEREAS,** on May 7<sup>th</sup>, 2009, pursuant to Resolution No. 2009-062, the Town Council approved an Agreement with A Superior Towing Company to provide wrecker and towing services to the Town; and

WHEREAS, the initial Agreement expired on May 22, 2012; and

**WHEREAS,** on May 24<sup>th</sup>,2012, pursuant to Resolution No. 2012-053, the Town Council approved the First Modification to the Agreement, which approved an additional three year term that expired on May 21, 2015; and

**WHEREAS,** on May 28<sup>th</sup>, 2015, pursuant to Resolution No. 2015-051, the Town Council approved the Second Modification to the Agreement, which extended the agreement for an additional five year term, provided an additional five year extension, and increased the franchise fee rate to an amount equal to fifteen percent (15%) of each tow; and

**WHEREAS,** on September 13<sup>th</sup>, 2017, pursuant to Resolution No. 2017-064, the Town Council approved the Third Modification to the Agreement to provide for post disaster relief; and

**WHEREAS,** on March 12, 2020, pursuant to Resolution No. 2020-029, the Town Council approved the Fourth Modification to the Agreement, which extended the agreement for an additional term and increased the franchise fee to an amount equal to seventeen percent (17%) of each tow; and

**WHEREAS,** the Town's staff has performed a review of this contractor's performance and has found that the contractor has consistently performed all services in accordance with the terms of the Agreement; and

WHEREAS, the current Agreement expires on May 31, 2025; and

**WHEREAS,** the Town Council and contractor are both desirous of extending the term of the Franchise Agreement; and

**WHEREAS,** contractor has offered to add to its invoice and to collect for the Town the new twenty-five percent (25%) statutory municipal surcharge to its towing invoice; and

**WHEREAS,** the Town Council believes that it is in the best interest of the Town to extend the Agreement with A Superior Towing Company as the Town's preferred wrecking and towing service operator for an additional five (5) year term, with an optional five (5) year renewal term at the current franchise fee rate of seventeen percent (17%) of each tow, plus the addition on its invoice and collection of the new twenty-five percent (25%) statutory municipal surcharge, as fully described within the original Agreement;

**NOW THEREFORE,** for and in consideration of the premises and for Ten Dollars (\$10.00) and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree that the Original Agreement shall be amended as follows:

- 1. The foregoing recitals are true and correct, and are incorporated herein by reference.
- 2. Section 12.2 "Effective Date & Term" shall be amended to read as follows:

#### SECTION 12 EFFECTIVE DATE & TERM

#### 12.2 **TERM OF AGREEMENT:**

This Agreement shall become effective on the last date of execution by either of the Parties to this Agreement. The Agreement shall be effective through May 31, 2025 2030, with an optional five (5) year renewal term, and the TOWN reserves the right to extend the Agreement, provided that both parties agree that all the terms, conditions, and specifications remain the same and the extension is approved by the Town Council.

3. Section 9.1 "Monthly Fee to be Paid to Town" shall be amended to read as follows:

#### 9.1 MONTHLY FEE TO BE PAID TO TOWN:

CONTRACTOR shall pay to TOWN, a contract fee in the amount of seventeen

percent (17%) of all monies collected as a result of this Agreement. <u>In addition,</u> <u>CONTRACTOR shall include on its invoice and shall collect for the TOWN the new</u> <u>twenty-five percent (25%) statutory municipal surcharge.</u> Said payments shall be made by the tenth day of every month based upon the prior month's collections. Payments are to be made punctually by cashier's check or CONTRACTOR check drawn upon a local bank. Payments shall be delivered to Town of Southwest Ranches Accounts Receiveable c/o Finance Department 13400 Griffin Road, Southwest Ranches, FL 33330.

4. Section 13 "Notice" shall be amended to read as follows:

#### Section 13 <u>NOTICE</u>

13.1 Whenever either party desires to give notice unto the other, such notice must be in writing, sent certified United States mail, return receipt requested, addressed to the party whom it was intended at the place last specified; and the place for giving notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the representative places for giving notice:

FOR TOWN

WITH A COPY TO

Andrew Berns <u>Russell Muniz</u>, Town Administrator 13400 Griffin Road Southwest Ranches, FL 33330

Town Attorney Saul Ewing Arnstein & Lehr LLP Government Law Group, PLLC Attn: Keith Poliakoff 200 East Las Olas Boulevard Suite 1000 Fort Lauderdale, FL 33301

IN WITNESS WHEREOF, this Fourth Modification to the Agreement is accepted and executed as of this \_\_\_\_\_ day of March, 2020

WITNESSES:

#### **CONTRACTOR:** A SUPERIOR TOWING COMPANY

By:\_\_\_\_\_ Mr. Sean Loscalzo, President

# **TOWN OF SOUTHWEST RANCHES**

By:\_\_\_\_\_\_ Steve Breitkreuz, Mayor

By:\_\_\_\_\_ Russell Muñiz, Town Administrator

ATTEST:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney 1001.019.2025



Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 (954) 434-0008 Town Hall (954) 434-1490 Fax Town Council Steve Breitkreuz, *Mayor* Bob Hartmann, *Vice Mayor* Jim Allbritton, *Council Member* Gary Jablonski, *Council Member* David S. Kuczenski, Esq., *Council Member* 

Russell C. Muniz, ICMA-CM, Town Administrator Keith M. Poliakoff, JD, Town Attorney Debra M. Ruesga, Town Clerk Emil C. Lopez, CPM, Town Financial Administrator

# COUNCIL MEMORANDUM

- TO: Honorable Mayor Breitkreuz and Town Council
- VIA: Russell C. Muñiz, Town Administrator
- FROM: Emil C. Lopez, Town Financial Administrator
- **DATE:** 4/24/2025
- **SUBJECT:** Declaring Town Owned Surplus Inventory

# **Recommendation**

Town Council consideration for a motion to approve the resolution declaring Town owned equipment as surplus inventory.

Unanimous Vote of the Town Council Required?

No

# **Strategic Priorities**

- A. Sound Governance
- B. Enhanced Resource Management

#### **Background**

Per Florida Statute 274.05 – <u>Surplus Property</u>, "A governmental unit shall have discretion to classify as surplus any of its property, which property is not otherwise lawfully disposed of, that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function".

Per Section 2.203 (f) – <u>Purchasing authorization</u>, of the Town of Southwest Ranches Code, "Disposal of surplus or obsolete personal property more than an aggregate value of one thousand (\$1,000) or two hundred fifty dollars (\$250) per item, per quarter, shall be made only after approval by the Town Council". The Town has identified certain property/equipment (See Exhibit A) that have become inadequate for public purposes, obsolete, and/or no longer meets the needs of the Town of Southwest Ranches. It is the intent of the Town to dispose of declared surplus property in the manner that will provide the greatest monetary return to the Town and its taxpayers.

#### **Fiscal Impact/Analysis**

#### **Staff Contact:**

Emil C. Lopez, Town Financial Administrator Christina Semeraro, Procurement Officer

#### ATTACHMENTS:

Description Resolution - TA Approved Exhibit "A" Upload DateType4/18/2025Resolution4/17/2025Exhibit

#### **RESOLUTION NO.** 2025 - XXX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, DECLARING SPECIFIC TOWN-OWNED EQUIPMENT AS SURPLUS INVENTORY; AUTHORIZING THE TOWN ADMINISTRATOR TO PROPERLY DECLARE AND TO DISPOSE OF THE SURPLUS INVENTORY; WAIVING ALL APPLICABLE PROCUREMENT CODE **PROVISIONS TO THE CONTRARY; ALLOWING THE TOWN** ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS THAT MAY BE NECESSARY TO DISPOSE OF THE SURPLUS INVENTORY AND TO EFFECTUATE THE INTENT OF THIS RESOLUTION; AND **PROVIDING AN EFFECTIVE DATE.** 

**WHEREAS,** the Town of Southwest Ranches has identified specific townowned equipment to include computers, monitors, police laptop stands, audio visual components, telephones, and other miscellaneous items; and

**WHEREAS,** the Town has also identified the Ford F550 Superduty assigned to the Town's Volunteer Fire Department and deemed it no longer suitable for continued use by the department; and

**WHEREAS,** it has been determined that this equipment is now obsolete and reached the end of its useful life; and

**WHEREAS,** the Town Administrator desires to dispose of this obsolete equipment and to declare it as surplus inventory; and

**WHEREAS**, this Resolution serves to authorize the Town Administrator to declare this equipment as surplus inventory and to properly dispose of it accordingly.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

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

**Section 2**: The Town Council hereby declares the miscellaneous itemized and attached equipment hereto as Exhibit "A", as surplus inventory.

**Section 3**: The Town Council hereby waives all applicable procurement code provisions that may be to the contrary, and it authorizes the Town

Administrator to explore all available options to dispose of this surplus inventory.

**Section 4.** The Mayor, Town Administrator, and Town Attorney, are hereby authorized to execute any and all documents necessary and proper to effectuate the intent of this Resolution.

**Section 5**: This Resolution shall become effective immediately upon its adoption.

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

Ranches, Florida, this <u>24<sup>th</sup></u> day of <u>April</u>, 2025 on a motion by

\_\_\_\_\_ and seconded by\_\_\_\_\_.

Breitkreuz	 Ayes	
Hartmann	 Nays	
Allbritton	 Absent	
Jablonski		
Kuczenski		

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, Town Clerk

Approved as to Form and Correctness:

Keith M. Poliakoff, Town Attorney 1001.028.2025

# 2025 Surplus Inventory List

- # Description
- 1 2003 Ford F550 Superduty Manual Transmission 1FDAX56F23EA32544
- 2 Traffic Statistic Computer Box 1 16512617821
- 3 Traffic Statistic Computer Box 2 031167821
- 4 Traffic Statistic Computer Box 3 0510814544
- 5 Traffic Statistic Computer Box 4 0910992779
- 6 Kustom Signal Traffic Computer SCO2009-200-2023-01
- 7 Quick Silver Radar Gun FCC ID No. NHU-631130
- 8 Flir Camera 1
- 9 Flir Camera 2
- 10 Flir Camera 3
- 11 Dual Speaker Charger 133C/3 Nan 00997410
- 12 Sony Cassette Recorder 3-883-081-01
- 13 Sony FD Mauica MUC-FD75
- 14 Lenovo Keyboard S/N 0019633
- 15 Police Stop Sticks
- 16 Pelican LED 30 Area Lighting System S/N 400552
- 17 Dell Monitor CN: F5-511040001000-B97-0023-A
- 18 Dell Keyboard KB212-B-CN-05PO2F-21581
- 19 Dell Optiflex 790 S/N 71FNNS1
- 20 Pelican Remote Area Lighting System S/N 400554
- 21 Pelican Remote Area Lighting System S/N 16005594
- 22 Power 75 Sonic Sealed Rechargeable Battery 200-1722-01
- 23 Havis Universal Laptop Mount Box 1
- 24 Havis Universal Laptop Mount Box 2
- 25 Havis Universal Laptop Mount Box 3
- 26 Havis Universal Laptop Mount Box 4
- 27 Havis Universal Laptop Mount Box 5
- 28 Pelican Remote Area Lighting System S/N 400544
- 29 Conference Table
- 30 Office guest chair
- 31 Office guest chair
- 32 FreeLinc Remote Device Box 1
- 33 FreeLinc Remote Device Box 2
- 34 FreeLinc Remote Device Box 3
- 35 FreeLinc Remote Device Box 4
- 36 FreeLinc Remote Device Box 5
- 37 FreeLinc Remote Device Box 6
- 38 FreeLinc Remote Device without Box 1
- 39 FreeLinc Remote Device without Box 2
- 40 FreeLinc Remote Device without Box 3
- 41 FreeLinc Remote Device without Box 4
- 42 FreeLinc Remote Device without Box 5

- 43 FreeLinc Remote Device without Box 6
- 44 FreeLinc Remote Device without Box 7
- 45 Compact Fingerprint Machine w/ S/N: FDP500A
- 46 HP 1040 Fax CN6CCAC912
- 47 Dell Optiplex 790 71DSNIC (1532114721)
- 48 Samsung Monitor CS20CM2KFUIZA
- 49 Dell Monitor TS-S11040001000-b97-0276-a-B07-0276-A
- 50 lenovo S/N 406360
- 51 Dell Monitor S/N CN-0NDMRP-74261-23F-1DVU
- 52 Q-Stalker Technology Flashtcam-880SX
- 53 Speed Meter
- 54 ThinkPad Computer Stand
- 55 Pelican Remote Area Lighting System S/N 4000558
- 56 Pelican Remote Area Lighting System S/N 4000551
- 57 Pelican Remote Area Lighting System S/N 4000548
- 58 Pelican Remote Area Lighting System S/N 051386



Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 (954) 434-0008 Town Hall (954) 434-1490 Fax Town Council Steve Breitkreuz, *Mayor* Bob Hartmann, *Vice Mayor* Jim Allbritton, *Council Member* Gary Jablonski, *Council Member* David S. Kuczenski, Esq., *Council Member* 

Russell C. Muniz, ICMA-CM, Town Administrator Keith M. Poliakoff, JD, Town Attorney Debra M. Ruesga, Town Clerk Emil C. Lopez, CPM, Town Financial Administrator

# **COUNCIL MEMORANDUM**

- TO: Honorable Mayor Breitkreuz and Town Council
- VIA: Russell Muniz, Town Administrator
- FROM: December Lauretano-Haines, PRF Director
- **DATE:** 4/24/2025
- SUBJECT: Contract Renewal Townwide Facilities Maintenance

# **Recommendation**

Council approval is requested to approve the first modification extending the Agreement with Reliance Contractors, Inc. for Town-Wide Facilities Maintenance.

Unanimous Vote of the Town Council Required?

No

# **Strategic Priorities**

B. Enhanced Resource Management

#### **Background**

The Town's current 5-year contract for Town-Wide Facilities Maintenance will expire on May 13, 2025. Town-Wide Facilities Maintenance has been satisfactory, and the vendor has provided a high level of service. The Agreement allows extensions not to exceed a total of 10 years.

#### Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2024 - 2025 approved Budget – General Fund account #001-3600-572-46040 (Grounds Maintenance). In order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal

year 2025 and run through the end of the 2026 fiscal year (09/30/2026). The portion of this extension that comprehends FY 2026 will be included as part of that year's approved budget.

### **Staff Contact:**

December Lauretano-Haines, Parks Recreation and Forestry Director

#### ATTACHMENTS:

Description	Upload Date	Туре
Staff Memo	4/11/2025	Executive Summary
Resolution	4/11/2025	Resolution
Exhibit "A" Original Agreement	4/8/2025	Backup Material
Exhibit "B" Agreement	4/11/2025	Agreement



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

(954) 434-0008 Town Hall (954) 434-1490 Fax Town Council Steve Breitkreuz, Mayor Bob Hartmann, Vice Mayor Jim Allbritton, Council Member Gary Jablonski, Council Member David Kuczenski, Council Member

Russell Muniz, MPA, Town Administrator Keith M. Poliakoff, JD, Town Attorney Debra Ruesga, CMC, Town Clerk Emil C. Lopez, CPM, Town Financial Administrator

# **COUNCIL MEMORANDUM**

- TO: Honorable Mayor Breitkreuz and Town Council
- THRU: Russell Muniz, Town Administrator
- **FROM:** December Lauretano-Haines, Parks Recreation and Forestry Director
- **DATE:** April 24, 2025
- SUBJECT: A Resolution to approve a Contract Renewal, extending the Agreement with Reliance Contractors, Inc. for Town-Wide Facilities Maintenance services

#### **Recommendation**

Council approval is requested to approve the first modification extending the Agreement with Reliance Contractors, Inc. for Town-Wide Facilities Maintenance.

#### **Strategic Priorities**

This item supports the following strategic priorities as identified in the Town's adopted strategic plan.

B. Enhanced Resource Management

#### **Background**

The Town's current 5-year contract for Town-Wide Facilities Maintenance will expire on May 13, 2025. Town-Wide Facilities Maintenance has been satisfactory, and the vendor has provided a high level of service. The Agreement allows extensions not to exceed a total of 10 years.

#### Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2024 - 2025 approved Budget – General Fund account #001-3600-572-46040 (Grounds Maintenance). In order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year

(09/30/2026). The portion of this extension that comprehends FY 2026 will be included as part of that year's approved budget.

# Staff Contact:

December Lauretano-Haines, Parks Recreation and Forestry Director

#### **RESOLUTION NO.** <u>2025-xxx</u>

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT RENEWAL EXTENDING THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND RELIANCE CONTRACTORS, INC. FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE CONTRACT RENEWAL; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** pursuant to Resolution No. 2020-039, on May 14, 2020, the Town and Reliance Contractors, Inc. (the "Vendor") entered into an agreement (the "Original Agreement") for the provision of Town-Wide Irrigation Maintenance services; and

**WHEREAS,** the initial five (5) year term of the Agreement will expire on May 13, 2025; and

**WHEREAS,** Section 1.5 of Exhibit "A" to the Agreement allows extensions, not to exceed a total of 10 years; and

**WHEREAS,** this renewal provides for amendment to the Original Agreement to renew the contract for Town-Wide Facilities Maintenance services for an additional five (5) year term, beginning on May 14, 2025; and

**WHEREAS,** in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year; and

**WHEREAS,** the Agreement provides for proposed fee increases with a maximum increase of 5% annually, subject to the sole discretion of the Town Administrator; and

**WHEREAS,** the Vendor has proposed a 3.5% Consumer Price Index (CPI) adjustment; and

**WHEREAS,** the Town and the Vendor desire to renew the Original Agreement; and

**WHEREAS,** the Town of Southwest Ranches desires to exercise its extension and to extend the term of the Agreement with Reliance Contractors, Inc. for five years, specifically through September 30, 2030, under the terms and conditions set forth herein and approved via Resolution No. 2020-039;

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

<u>Section 1.</u> Recitals. The above-referenced recitals are true and correct and are incorporated herein by reference.

<u>Section 2.</u> Approval. The Town Council hereby approves the Contract Renewal extending the Agreement between the Town of Southwest Ranches and Reliance Contractors, Inc. for Town-Wide Facilities Maintenance services for an additional (5) year term, specifically through September 30, 2030.

<u>Section 3.</u> Authorization. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Contract Renewal extending the Agreement 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 to effectuate the intent of this Resolution.

<u>Section 4.</u> Effective Date. This Resolution shall become effective immediately upon adoption.

[Signatures on Following Page]

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

Ranches, Florida, this \_\_\_\_\_day of <u>April</u>, 2025, on a motion by \_\_\_\_\_\_ and

seconded by \_\_\_\_\_.

Breitkreuz	
Hartmann	
Allbritton	
Jablonski	
Kuczenski	

Ayes \_\_\_\_ Nays \_\_\_\_ Absent \_\_\_\_ Abstaining

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney 1001.024.2025

# This page intentionally left blank

#### **RESOLUTION NO.** <u>2020 - 039</u>

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

**WHEREAS,** in December 2019, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 20-005 seeking Town-Wide Facilities Maintenance Services; and

**WHEREAS,** on January 29, 2020, the Town received proposals from one responsive and responsible proposer; and

**WHEREAS,** on February 4, 2020, at an advertised public hearing, the Town's Selection Committee ("SC") reviewed the proposal, and ranked Reliance Contractors as the lowest priced most responsive and responsible proposer; and

**WHEREAS,** the Town Council hereby approves the recommendation of the SC and authorizes the Town Administrator to enter into an agreement with Reliance Contractors; and

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

**WHEREAS,** Reliance Contractors and the Town desire to enter into an Agreement for the provision of Town-Wide Facilities Maintenance Services by Reliance Contractors under the terms and conditions set forth hereinafter;

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

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

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

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

**Section 4.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with Reliance Contractors in substantially the same form as that attached hereto as Exhibit "B" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 5.** This Resolution shall take effect immediately upon its adoption.

#### [Signatures on Following Page]

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this <u>14th</u> day of <u>May</u> 2020, on a motion by <u>Martmann</u> and seconded by <u>Martmann</u>.

McKay U Schroeder U Amundson U Hartmann U Jablonski U

Ayes Nays Absent Doug Mekay, Mayo

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town attorney

TOWN OF SOUTHWEST RANCHES CONTRACT FOR Town-wide Facilities Maintenance Services



# AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND RELIANCE CONTRACTORS INC.

#### RFP NO.: 20-005 TOWN-WIDE FACILITIES MAINTENANCE SERVICES

ļ

State - All

#### TOWN OF SOUTHWEST RANCHES CONTRACT FOR Town-wide Facilities Maintenance Services

#### AGREEMENT FOR

#### "RFP No.: 20-005 TOWN-WIDE FACILITIES MAINTENANCE SERVICES

THIS IS AN AGREEMENT (the "Contract") made and entered into on this <u>H</u><sup>th</sup> day of March, 2020, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "Town"), and Reliance Contractors Inc., (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to contract for Town-wide Facilities Maintenance Services (the "Project"); and

WHEREAS, the Town advertised a Request for Proposals, RFP No. 20-005 on December 13, 2019 ("RFP"); and

WHEREAS, proposals were received by the Town on January 29, 2020; and

WHEREAS, the Town has adopted Resolution No. 2020- **<u>D31</u>** at a public meeting of the Town Council approving the recommended award and has selected Reliance Contractors Inc. for award of the Project; and

WHEREAS, Contractor's Proposal is attached to this Contract as Exhibit "A-1" and made a part hereof.

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

#### Section 1: Scope of Services

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

#### TOWN OF SOUTHWEST RANCHES CONTRACT FOR Town-wide Facilities Maintenance Services

#### Section 2: Term of this Contract and Contract Time

2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for:

#### "RFP No.: 20-005 TOWN-WIDE FACILITIES MAINTENANCE SERVICES"

- 2.2 The Town shall have the ability to terminate this Contract as provided in "Section 17: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against the Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by the Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay, and Contractor waives any and all other claims against the Town.

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

- 3.1 Contractor shall render all Work to the Town under the Contract for a total, not to exceed, \$63,600.00 Dollars (Sixty three thousand six hundred dollars) ("Contract Price").
- 3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Contractor in accordance with the terms and conditions of this Contract and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town's receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.
- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction, (b) it becomes

36543882.1

necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of the Town.

# Section 4: Assignment

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

# Section 5: Insurance

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

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

- 5.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Contract.
- 5.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Contractor shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.
- 5.6 Contractor shall carry the following minimum types of insurance:
  - A. <u>WORKER'S COMPENSATION</u>: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor

shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

- B. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: 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 nonowned vehicles.
- С. COMMERCIAL GENERAL LIABILITY: Contractor shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- 5.7 Contractor shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.
- 5.8 Contractor's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

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

And

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

- 5.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 5.10 If any of Contractor's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 5.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 5.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.
- 5.13 UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE CONTRACT.
- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 5.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.

5.18 Notwithstanding any other provisions of this Contract, Contractor's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

# Section 6: Copyrights and Patent Rights

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

# Section 7: Laws and Regulations

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

# Section 8: Taxes and Costs

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

# Section 9: Indemnification

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

# Section 10: Non-discrimination

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

# Section 11: Sovereign Immunity

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

# Section 12: Prevailing Party Attorneys' Fees

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

# Section 13: No Third Party Beneficiaries

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

# Section 14: Funding

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

# Section 15: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Contract. Contractor represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

# Section 16: Public Records

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

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

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

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

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

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

# Section 17: Termination

The Contract may be terminated upon the following events:

- **A.** <u>**Termination by Mutual Agreement.**</u> In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- **B.** <u>Termination for Convenience</u>. This Contract may be terminated for convenience by the Town upon the Town providing Contractor with thirty (30) calendar days' written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and

reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Contractor in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.

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

- 2. Contractor's insolvency, bankruptcy or receivership;
- 3. Contractor's violation or non-compliance with Section 10 of this Contract;
- 4. Contractor's failure to maintain any Insurance required by Section 5 of this Contract; or
- 5. Contractor's violation of Section 18 of this Contract.

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

# Section 18: Public Entity Crimes Information Statement

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

# Section 19: Use of Awarded Proposal by Other Governmental Units

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

# Section 20: Change Orders and Modification of Contract

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

# Section 21: No Waiver of Rights

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

# Section 22: Jurisdiction and Venue

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

# Section 23: WAIVER OF RIGHT TO JURY TRIAL

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

# Section 24: Gender

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

# Section 25: Time is of the Essence

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

# Section 26: Days

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

# Section 27: Written Mutual Agreement

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

# Section 28: No Amendment or Waiver

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

# Section 29: Severability

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

# Section 30: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed,

to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

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

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

# Section 31: Notice

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

If to the Town:

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

With a copy to:

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

If to Contractor:

Joshua Becker Reliance Contractors Inc. 1800 SW 1st Avenue, Suite 605 Miami, FL 33129

# Section 32: Miscellaneous

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

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

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Contract.

- C. <u>Independent Contractor</u>. Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract Contractor t shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the Town and Contractor a partnership or joint venture.
- **D.** <u>Conflicts</u>. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

- E. <u>Contingency Fee</u>. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- **F.** <u>Materiality and Waiver of Breach</u>. The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of the construed to be a modification of the terms of this Contract.
- **G.** <u>Joint Preparation</u>. The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to

form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- H. <u>Drug-Free Workplace</u>. Contractor shall maintain a drug-free workplace.
- I. <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.
- J. <u>Binding Authority</u>. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- K. <u>Truth-in-Negotiation Certificate</u>. Signature of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: RELIANCE CONTRACTORS INC., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 4<sup>th</sup> day of Main 2020.

WITNESSES:

**CONTRACTOR:** 

Joshua Becker, President Reliance Contractors Inc.

day of March 2020

TOWN OF SOUTHWEST RANCHES By:

By:

Andrew D. Berns, Town Administrator

day of March, 2020

ATTES

Russell Muñiz, Assistant Town Administrator/Town Clerk

# **APPROVED AS TO FORM AND CORRECTNESS:**

orney

Keith M. Poliakoff, Town

# EXHIBIT "A-1"

(Contractor's Proposal attached)

# A Reliance CONTRACTORS

1800 SW 1<sup>st</sup> Ave, Suite 605 Miami, FL 33129 (877) 499-9267

# Town-Wide Facilities Maintenance Services RFP No. 20-005

Point of Contact: Joshua Becker (305) 575-9149 (877) 499-9267 jbecker@reliancecontractors.com

# DUNS Number: 079568040 CAGE Code: 78VL8 FEIN: 47-1911014



#### MANAGEMENT

#### Joshua Becker

#### President / CEO

 12 Years of Industry Experience Combined with Management Experience

#### Management:

# Allen Becker-Company

- Development

  Danlel Quijano-Operations
- Director
- Erika Lennis-Operations Director
- Jose Vargas-Quality Director

**EMPLOYEES: 70** 

Address: 1800 SW 1<sup>st</sup> Avenue, Suite 605 Miami, FL 33130

Phone Number: (O) 877 499-9267

E-Mail Address: info@reliancecontractors.com

Website: www.rellancecontractors.com

NAIC Code(s): 561720

DUNS: 079568040

FEIN: 47-1911014

CAGE Code: 78VL8

#### BUSINESS SUMMARY:

With over 12 years experience in this industry, Reliance Contractors is dedicated to the concept of providing every customer with a full range of services at the highest standards available. This constitutes applying time proven methods, supervision, and a well educated management staff. Using this approach we have been highly successful in cost reduction for many firms we service in the South Florida area and beyond boasting over a 98% client retention rate. With over 200 years of combined management experience, we are proud to service both national and local brands.

Reliance Contractors Inc. is a facility support services company established in September 2014 in the state of Florida. Headquartered in Miami, we currently amass over 50 janitorial contracts with the majority holdings in different levels of the United States government, in all parts of the country. We are continuously in the pursuit of growth without compromise of quality and communication.

Reliance Contractors' executive team comes from the industries top companies. We have banded together and have proven methods to eliminate all known mistakes common to this industry. Our top executives all at a minimum hold 5+ years in the janitorial field and have higher-education degrees focusing on project management.

#### PRODUCTS AND SERVICES:

Our Team provides superior cleaning services:

- Daily Janitorial Services
- Porter Service
- Hard Floor Care
- Pressure Washing
- Carpet Cleaning
- Flood Cleaning
- Tenant Services

#### HISTORY:

Reliance Contractors has been fully operational since 2014 and has implemented a growth strategy that diversified its services in the Commercial marketplace. Utilizing a professional approach to the cleaning industry, Reliance made a significant investment in establishing efficient systems and processes to hire the right people, utilize the best products and deliver exceptional cleaning services. Reliance has demonstrated their expertise in servicing clients with multiple locations and the United States government with a footprint in over 50 locations throughout the United States.

#### **CUSTOMERS:**

#### **Government Sector**

U.S. Army / U.S. Navy / U.S. Air Force / Air National Guard / Bureau of Land Management / USDA / Department of Energy / USFS / Customs and Border Protection / USCG / Lockheed-Martin / FWS / Bureau of Reclamation

#### UNIQUE VALUE PROPOSITION:

Reliance Contractors delivers to its government clients the consistency and quality service they deserve with the highest degree of integrity with a strong focus on People, Products and Service.

## **CERTIFICATIONS:**

- Minority-Owned Company
- SBE

# Table of Contents

Company Overview	pg. 2
Current Contracted References	3
Project Breakdown/Work Plan	5
Management Team and Qualifications	6
Quality Control Plan	8
Project Flow Chart	11
Example Site-Specific Checklists	12

# **Company Overview**

With over 12 years combined experience in this industry, Reliance Contractors is dedicated to the concept of providing every customer with a full range of services at the highest standards available. This constitutes applying time proven methods, supervision, and a well-educated management staff. Using this approach, we have been highly successful in cost reduction for many firms we service in the South Florida area and beyond boasting over a 98% client retention rate. With over 200 years of combined management experience, we are proud to service both national and local brands.

Reliance Contractors Inc. is a facility support services company established in September 2014 in the state of Florida. Headquartered in Miami, we currently amass over 50 janitorial contracts with the majority holdings in different levels of the United States government, in all parts of the country. We are continuously in the pursuit of growth without compromise of quality and communication.

Reliance Contractors' executive team comes from the industries top companies. We have banded together and have proven methods to eliminate all known mistakes common to this industry. Our top executives all at a minimum hold 5+ years in the janitorial field and have higher-education degrees focusing on project management.

2

# References

# Current Contract References

# Port Charleston, SC

**Customs and Border Protection, Department of Homeland Security** Various Locations

Port Charleston, SC

Project Description: General Daily Cleaning, Deep Carpet Cleaning

> 10,000 sqft Start: March 2019 End: March 2024 Est. Project Value: \$180,600.00

Contact: Mistelle Watkins, Contracting Officer (317) 381-5403

U.S. Army Special Forces Underwater Operations Training Center U.S. Naval Base, Tumbo Point Annex 2076 Chevalier Drive Key West, FL 33040 *Project Description*: General Daily Cleaning, Deep Carpet Cleaning, VCT Strip and Wax

> 8,000 sqft Start: June 2019 End: May 2024 Est. Project Value: \$60,000.00

Contact: SFC. Daniel Valles, POC, C CO, 2nd BN 1st SWTG (A) (305) 293-4153

117<sup>th</sup> Air Refueling Wing, Air National Guard, Birmingham, Alabama Alabama National Guard Base / U.S. Air Force

5401 East Lake Blvd.

Birmingham, AL 35217

Project Description: General Weekly Cleaning, Janitorial Supplies

> 4,000 sqft Start: June 2016 End: June 2020 Est. Project Value: \$59,000.00

# Contact: William K. Hall, MSgt, AL ANG (205) 714-2248

3

# References Cont.

# Broward County, Florida

Town of Southwest Ranches / Town-Wide Facilities Maintenance 13400 Griffin Road

Southwest Ranches, FL 33330

*Project Description*: General Daily Cleaning, Pressure Cleaning, Playground Inspecting, Equestrian Maintenance, Park Security

> 250 Acres Start: February 2015 End: February 2020 Est. Project Value: \$337,690.00

*Contact:* December Lauretano-Haines, Parks, Recreation and Open Space Coordinator

(954) 434-0008

# North Bend, Oregon

# United States Coast Guard, Sector North Bend

2000 Connecticut Ave.

North Bend, OR 97459

*Project Description*: General Daily Cleaning, Deep Carpet Cleaning, Steam Cleaning, VCT Strip and Wax

> 50,000 sqft Start: June 2017 End: May 2022 Est. Project Value: \$290,000.00

Contact: Todd Drake, Assistant Facilities Engineer (541) 756-9609

\* All contracts mentioned above are in satisfactory standing and some current.

# Project Breakdown / Work Plan

# Town-Wide Facility Maintenance Services Town of Southwest Ranches

**Project Manager:** Staff member overall in charge in the planning and execution of contract and services. Joshua Becker will be assuming this role. For qualifications, experience, and tenure: Please see attached Resume and following Management Team and Qualifications.

**Project Quality Controller:** Staff member will be responsible to conduct daily and weekly quality control checks utilizing our site-specific inspection sheets. Please see our example attached.

**Daily Operations Team:** Our primary day-to-day operation team will be comprised of two (2) Primary Staff Members and two (2) Alternate/Substitute Staff Members. Our Primary Staff Members will balance ALL tasks and responsibilities throughout the Daily/Weekly/Monthly timeframe. Our Alternates will serve as back-up's to always ensure service is completed time-effectively.

In addition, this team will be appropriately trained to handle, but not limited to: event set-up, event attendant, event clean-up, and security detail.

Auxiliary Team: Our Auxiliary Team will be in charge of our Bi-Monthly, Quarterly, Semi-Annual, Annual, and "As-Needed" tasks. This team will assist with Spot Pressure Cleaning, Equestrian Dragging, and other industrious services.

This team will have access to but not limited to: multiple floor care machines, stationary pressure washers, mobile out-fitted pressure washers, and equestrian dragging equipment. In addition, this team will be appropriately trained to handle, but not limited to: drain unclogging, paver sealing, debris hauling, storm clean-up, painting, and minor handyman work (i.e. drywall repairs, ceiling maintenance, etc.).

# Management Team and Qualifications

The management team consists of, but not limited to:

Joshua Becker, (8+ Years in Project Management / Facility Support Services) Responsibilities include but are not limited to:

• Oversee daily operations, project planning, and special events, working closely with project contact

• Personnel management (recruitment, hiring, training, evaluation and termination of staff)

- · Develop and manage the annual budget
- Program development
- Supervision of current projects
- · Develop network of support for our future contracts

Allen Becker, (5+ Years in Project Management / Janitorial Services) Responsibilities include but are not limited to:

Supervision of current projects

• Oversee daily operations, project planning, and special events, working closely with project contact

• Personnel management (recruitment, hiring, training, evaluation and termination of staff)

- Develop network of support for our future contracts
- Supervision of current projects

*Daniel Quijano*, (7+ Years in Project Management / Janitorial Services) Responsibilities include but are not limited to:

• Supervision of current projects

• Oversee daily operations, project planning, and special events, working closely with project contact

• Personnel management (recruitment, hiring, training, evaluation and termination of staff)

- Develop network of support for our future contracts
- Supervision of current projects

# Management Team and Qualifications Cont.

*Erika Lennis*, (7+ Years in Project Management / Janitorial Services) Responsibilities include but are not limited to:

- Supervision of current projects
- Oversee daily operations, project planning, and special events, working closely with project contact
- Personnel management (recruitment, hiring, training, evaluation and termination of staff)
- · Develop network of support for our future contracts
- Supervision of current projects

7

# Quality Control Plan

At Reliance Contractors we pride ourselves on our implemented and effective quality control programs. We have devised our quality controlling process into 8 divisions.

**Hiring & Screening:** The Hiring Process at Reliance Contractors is unparalleled to any other janitorial company. We strive for success and choose only the top notched candidates that not only possess previous cleaning experience but instill the qualities of a future business colleague.

The Reliance Hiring Process:

- $\Rightarrow$  Prescreening
  - Evaluation of Applicant Information
  - o Employment and Criminal Background Check via HIRERIGHT
  - Drug and Alcohol Testing through LABCORP

 $\Rightarrow$  Evaluation of Previous Cleaning Experience and References

- o Interview
- On-Site Monitored Cleaning Evaluation and Review
- Hands-On grading on Cleaning Equipment use and confirmation of certifications
- $\Rightarrow$  Final Assessment and Decision by appointed Board of Directors

**Training**: Our complete staff is required to have a full course of training, through the classroom and hands on. It is crucial that all employees receive proper training. Each team member must know how to clean properly and understand our company's values and rules of each facility we clean. All Reliance Contractors' employees attend a two-hour orientation where they learn about the company's policies, procedures, and most importantly they learn about the commitment Reliance Contractors has to its customers. The commitment is to: *"Exceed the expectations of our valued customers both in the work we do and the way we relate to those we come in contact with."* 

# Quality Control Plan Cont.

Our training program covers, but not limited to the following topics:

- ✓ Safety
- ✓ Biohazard Clean Up (vomit, blood etc.)
- ✓ Hazard Communication
- ✓ Chemical Safety
- ✓ General Housekeeping
- Security Procedures
- ✓ Sign In/Sign Out Procedures
- ✓ Customer Service
- ✓ Customer Interaction
- ✓ Pay Schedule
- ✓ Employee Benefits
- ✓ Procedures for Contacting Managers and Superiors
- ✓ Uniform and Professionalism in the Workplace
- Energy Efficiency at the Worksites

**Supervision:** We supervise our new employees frequently to ensure that they understand what is required of them and so that they learn to do quality work. After they have proven they can be reliable and trustworthy, we continue to inspect their work on a weekly basis; more often depending on the difficulty of the building and the performance of the employee.

**Evaluations:** Feedback through regular evaluations is an important tool we use to let our employees know if their work performance and cleaning quality is meeting our standards. It helps them understand where they need to improve, and clearly reinforces our expectations.

**Communication:** Showing respect, being supportive and clearly communicating expectations is very important to a positive working relationship and for getting good performance from employees. Most people do better work when they are treated with respect and are recognized for their hard work and for the contribution they make. We continually make efforts to keep communication lines open to our employees for their input, or should they need to express their concerns or grievances. Employees should feel safe to air reasonable grievances without retaliation from supervisors or management.

**Performance Incentives**: We try to offer significant incentives to our employees to reduce turnover and make their work more rewarding. We offer opportunities for advancement to employees who are motivated and able to take on more responsibility and move up to a supervisory or floor work position.

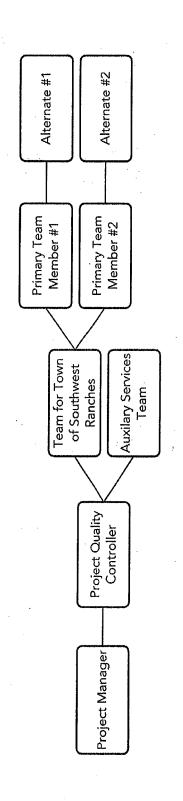
9

# Quality Control Plan Cont.

**Proper Equipment and Cleaning Supplies**: Cleaning personnel cannot clean efficiently and well without the proper equipment, tools and cleaning products to help them do good work. We want our employees to take pride in their work. When they know that they have the best tools and products at their disposal, it encourages them to do better work. We make a huge effort to keep our carts clean and tidy and the janitorial supply areas organized. Cleaning tools should be in good condition, and most importantly we service our vacuums regularly to ensure that they are in good condition. A damaged or improperly cared for vacuum will not adequately remove dirt from carpets and mats.

**OSHA Compliance and Ergonomics Awareness**: We make sure that our cleaning products are properly labeled and that MSDS forms are at each site along with very specific building specifications. We educate our employees to understand what cleaning chemicals they use, and how to work safely and avoid illness and injury on the job. We want our employees to be safe and to be able to do janitorial work without risk to their health and well-being.

CONTRACTORS



1800 SW 1st AVENUE SUITE 605 MIAMI, FL 33129 (877) 499-9267 INFOGRELIANCECONTRACTORS.COM

	Monday	Tue	Tuesday	Ň	Wednesday	····	Thursday		Friday		Saturday		Sunday	Week	Weekly Tasks
CONTRACTORS	O. C.E. S.R.	RO	C.E S.R	R.O.	C.E. S.R.	С. Ч	С.Е. S.R.	RO	ပ်	R.O.	C.E S.R	R.O.	C.E. S.R.	RO.	с В В В В В В В
Week of :											-			1	
Restrooms											 		  -  -		
Clean and sanitize all vitreous fixtures including toilet bowls, urinals, and hand sanitizers					 										 
Clean and sanitize all flush rings, drain and overflow outlets					-			de e e e							
Clean and polish all chrome and stainless fixtures								<b>.</b>							
Clean and santize toilet seats						ļ									 
Damp mop floors								• • • • • •					•••		1
Clean and polish all glass and mirrors										 					
Empty all containers and disposals and replace liners as needed										 					
Spot clean and sanitize exterior of all containers								• *· •••							
Dust metal partitions and tile walls								 							
Remove spots, stains, splashes from well area adjacent to hand basins															
Refill all dispensers to normal limits; soap, tissues, and towels												-		-	
Spot clean metal partitions	***									 					
Low dust all surfaces to hand height including sills, moldings, kick and push plates, and handles	· · · · · · · · · · · · · · · · · · ·												-		
Remove fingerprints from doors, frames, light switches, kick and push plates, handles, and moldings													 		
High dust to hand height all horizontal surfaces, shelves, moldings, ledges, pipes, ducts, and outlets								<b>.</b> 							
Wash and sanitize partitions							1								
Spot clean tije walls															
Wash wastebaskets as needed											·				
Clean entrance doors														······	
Clean plumbing under sinks	·····														
Remove dust and cobwebs from ceiling areas/Doorways	2 2														
Misc. / Grounds Work															
Shine and Buff Water Fountians													,		
Opening and Closing of Gates/Doors															
Trash Removal / Replacement of Liners					· 									•	
Removal of Exterior Cobwebs	· · · · ·				· · ·										
					 ·								<u>.</u>		



# Town of Southwest Ranches Event Attendant Form

. <u></u> ,
·
, 
·

# Attendant Checklist

- o Vendors present are listed
- o Renter is Set-Up in Approved Areas
- o Renter has been identified
- o 11pm ALL music OFF
- The Following is Prohibited:
  - o Stapling
  - o Taping
  - o Tacking
  - o Balloons
  - o Glitter
  - o Sequins
  - o Confetti
  - o Nails
  - o Tape
  - o Staples
  - o Pins
  - o Adhesive
- o No Outdoor Decorations, unless approved by Town
- o No Open Flames
- No Smoking Inside the Building
- o All Doors will remain Closed
- o No Garbage Left Outside corresponding receptacles
- o ALL parking is to be on Designated Area
- o ALL Cleaning tools to be provided by Renter

Print Name:

Signature:

Date: \_\_\_\_

Time:

# Joshua Becker

60 SW 13th St. Apt. 3021 Miami, FL 33130

# Experience

# **Reliance Contractors Inc.**

- Oversee daily operations, project planning, and special events, working closely with project contact
- Personnel management (recruitment, hiring, training, evaluation and termination of staff)
- Develop and manage the annual budget
- Program development
- Supervision of current projects
- Develop network of support for our future contracts
- Proficient in Service Contract Labor Standards

# The Vehicle Outlet

# 2007- Current

2014-Current

- Maintain Constant presence on sales floor to address customer needs
- Implement a whole business strategy
- Oversee ALL employees and departments

# Education

# Florida International University

2009-2011

Bachelors Degree of Science, focusing in Chemistry

# Miami Dade College

2007-2009

Associate of Arts

<u>TRASH RECEPTACLE.</u> 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.

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

# APPENDIX "A" PROPOSAL RESPONSE FORM

# TOWN-WIDE FACILITIES MAINTENANCE SERVICES (RFP No. 20-005)

\*\*This signature page must be completed by an Authorized Person (See Section 1.7 of RFP)\*\*

Type or print proposer's contact information below:

Name: Joshua Becker

Title: President

Company Name: Reliance Contractors Inc.

Address: 1800 SW 1st. Ave. Suite 605

City/State/ZIP: Miami, FL 33129

Telephone Nd (877) 499-9267

Fax No: (877) 499-9267

Signature

\*\*\*You must affix a corporate seal or have the signature on this Proposal Response Form notarized.

(Corp. Seal)

OR:

BEFORE ME the undersigned on this	day of	, 20
personally appeared	, who is personally	known to me or
who has produced	as identification and v	who did take an
oath.	,	•

STATE OF

(Signature of Notary)

COUNTY OF

(Notary's Printed Name)

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

36308673.1

36

#### MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL): BABKS AND OTHER FACH ITIES MAINTENANCE

# PARKS AND OTHER FACILITIES MAINTENANCE

Service Category	Location/Zone #	Location Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
D	33	Trailside Park <sup>1</sup> -	\$65.00/Mo	\$ 780.00
D	34	Sunshine Ranches Equestrian Park-	\$1740.00/Mo	<sup>\$</sup> 20880.00
D	35	Calusa Corners Park <sup>1</sup> -	\$ 300.00/Mo	\$ 3600.00
D	36.a.	Southwest Meadows Sanctuary Park <sup>2</sup> -	<sup>\$</sup> 65.00/Mo	\$ 780.00
D	37.a.	Rolling Oaks Park-	\$2140.00/Mo	\$ 25680.00
D	37.b.	Rolling Oaks Park Butterfly Garden Maintenance <sup>1</sup> -	\$60.00/Mo	\$ 720.00
D	38	Frontier Trails Park <sup>1</sup> -	\$65.00/Mo	\$780.00
D	39	Town Hall <sup>4</sup> -(10,500 sq. ft.)	\$0.12/SqFt	\$ 0.12/SqFt
D	40	Public Safety Facility <sup>4</sup> -(2,880 sq. ft.)	\$ 0.12/SqFt	\$ 0.12/SqFt
D	41	Stirling Rd. at SW 185th Way "pocket park" <sup>1</sup> -	\$ <sub>65.00/Mo</sub>	\$ 780.00
D	42	Country Estates Park-	\$740.00/Mo	\$ 8880.00
D	43	Broadwing Building <sup>1</sup> -	\$60.00/Mo	\$ 720.00

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

I As applicable, based on Maintenance needed for amenities on site

2 Probable future addition to Contract.

3 Possible future addition to Contract.

4 Potential for future addition to contract. Proposer may offer "unit price per square foot.

GRAND TOTAL – MAINTENANCE PROPOSAL: PRICE LIST BY ZONE (BASE PROPOSAL):

42

\$ 63600.00

**PROPOSER'S SIGNATURE** loshua

COMPANY NAME: Heliance Contra

36308673.1

# MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (AUXILLARY SERVICES): PARKS AND OTHER FACILITIES MAINTENANCE

Maintanana Samia		Unit (Duon again to an apility fin an location 1) f	1
Item #	Maintenance Service Category	Unit (Proposer to specify "per location," "per service," "per hour," etc., as applicable)	Unit Price
General T	own Property Maintenance		
	Security	· · · · · ·	
5.6.4,	Security/Open & Close	Per Hour	\$19.00
<b>Interior</b> M	laintenance		
6.1.12.	Floor maintenance: stripping, polishing, waxing, and/or refurbishing	Per Square Foot	\$ 0.30
6.1.13.	Ceiling maintenance and tile replacement	Per Hour	<sup>\$</sup> 19.00
6.1.14.	Drywall repairs	Per Hour	\$ 19.00
6.1.15.	Unclog Drains	Per Hour	\$ 19.00
<b>Exterior</b> N	laintenance	· · · · · · · · · · · · · · · · · · ·	
6.2.6.	EQ Rings/Trails Maint.	Per Hour	\$19.00
6.2.7.	Pressure Cleaning of Site Structures and Furnishings	Per Hour	<sup>\$</sup> 50.00
6.2,8,	Shade Structures	Per Hour	\$19.00
6.2.9.	Cement, Brick Paver Cleaning & Sealing	Per Square Foot	<sup>\$</sup> 0.90
6.2.10.	Screen and Fenced Enclosures Cleaning	Per Hour	<sup>\$</sup> 19.00
6.2.11.	Debris Haul Away	Per Cubic Yard	\$ 80.00

**PROPOSER'S SIGNATURE** 

COMPANY NAME: Reliance Contractors Inc.

36308673.1

1

43

# MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (AUXILLARY SERVICES): PARKS AND OTHER FACILITIES MAINTENANCE

Item #	Maintenance Service Category	Unit (Proposer to specify "per location," "per service," "per hour," etc., as applicable)	Unit Price
6.3. Othe	er Routine and Incidental		
<u>Maintena</u>	ince		
6.3.2.	Damage/Vandalism/Graffiti Reporting/Repair	Per Hour	<sup>\$</sup> 19.00
6.3.8.	Pre Party & Event Setup	Per Hour	\$ 19.00
6.3.9.	Private Party & Town Event Clean-up	Per Hour	<sup>\$</sup> 19.00
6,3.11.	Storm Clean up	Per Hour	\$ 19.00
6.3.12.	24/7 Emergency Services	Per Hour	\$ 35.00
6.3.13.	Installation, removal, assembly and disassembly of site furnishings and appliances	Per Hour	\$ 19.00
6.3.14	Construction Clean-up	Per Hour	\$ 19.00
6.3.15.	Repair/Handyman/Carpentry	Per Hour	\$ 19.00
6.3.16.	Painting	Per Hour	\$ 19.00
	LANEOUS CODE EMENT SERVICES		
6.4.	Debris Removal:	Per Cubic Yard	\$ 80.00

PROPOSER'S SIGNATURE:

COMPANY NAME: Reliance Contractors Inc.

36308673,1

## **APPENDIX B- PROPOSAL SCHEDULE**

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

<u>ITEM</u>	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
None					
				· · · ·	
		· ·			· · ·
					· · ·
		•			
<u></u>	· · · · · · · · · · · · · · · · · · ·				
		-			
					· · · · · · · · · · · · · · · · · · ·
		<u>\</u>			
				· · · ·	
			·		
					:
	÷				
					· · · · · · · · · · · · · · · · · · ·
			,		

47

TOTAL BASE PROPOSAL PLUS ADD ALTERNATIVE Proposer Reliance Contractors In

36308673.1

# PROPOSAL SIGNATURE

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

PROPOSER'S SIGNATURE	
PROPOSER'S NAME: Ushue Becker	
COMPANY NAME: Reliance Contractors Inc.	

36308673,1

45

PROPOSER INFORMATION
NAME: Reliance Contractors Inc.
ADDRESS: 1800 SW 1st. Ave. Suite 605, Miami, FL 33129
FEIN: 47-1911014
LICENSE NUMBER: 7176046 STATE OR COUNTY: Miami-Dade
LICENSE TYPE: Service Business Tax License (Attach copy of license)
LICENSE LIMITATIONS, IF ANY:
(Attach a separate sheet, if necessary)
LICENSEE SIGNATURE
LICENSEE NAME: Reliance Contractors Inc.
PROPOSER'S SIGNATURE
PROPOSER'S NAME: Closhue Becker
PROPOSER'S ADDRESS: 1800 SW 1st. Are. Surje 615, Miami FL 33129
PROPOSER'S PHONE NUMBER: Office ((1)499.9261 Cell: (305)575-9149
PROPOSER'S EMAIL ADDRESS: ibecker Creliance contractors.com
By: Joshua Becker - President
<u>Reliance</u> Contractors Inc.
Name of Corporation/Entity 1600 Sw 1st Ave. Swite 605, Miami PL 3312° Address of Corporation/Entity
Signature of President or Authorized Principal
By: Closhue Becker
By: <b>(asthue Becker</b> ) Title: <b>President</b> (If Proposer is a Corporation, affix corporate seal)

36308673.1

. 48

# **APPENDIX C- DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT**

# TO: TOWN OF SOUTHWEST RANCHES OFFICIALLY DESIGNATED REPRESENTATIVE

## STATE OF FLORIDA COUNTY OF \_\_\_\_

1. Affiant appears herein as:

[] an individual or

Wthe President

# of Reliance Contractors Inc.

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

2. Affiant's address is:

1800 SW 1st. Ave. Suite 605, Miami, FL 33129

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.

36308673.1

49

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.

loshin lier Affiant (Print Affiant Name) The foregoing instrument was acknowledged before me this **January**, 20 **20**, by **Joshua Becker** day of ] who is personally known to me or who has produced Fibrida Drive as identification and who did take an oath. TANIA VALLECILLO COMMISSION # GG 243479 Notary Public EXPIRES; August 3, 2022 Bonded Thru Notary Public Underwriters <u> 110 cil 10</u> (Print Notary Na State of

My Commission Expires:

36308673.1

## **Disclosure of Ownership Interests**

Affiant must identify all entities and individuals awning 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

Joshua Becker

60 SW 13th St. Apt. 3021, Miami, FL 33129

51 36308673.1 RFP 20-005

## APPENDIX D- DRUG FREE WORKPLACE

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

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

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

PROPOSER: Reliance Contractors Inc.

36308673.1

52

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

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

1. This sworn statement is submitted to Town of Southwest Ranches

by Joshua Becker

for Reliance Contractors Inc.

whose business address is 1800 SW 1st. Ave. Suite 605, Miami, FL 33129

and (if applicable) its Federal Employer Identification Number (FEIN) is 47-1911014

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

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

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

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

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

36308673.1

53

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.)

 $\bigvee$  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]

54

36308673.1

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE FACILITIES MAINTENANCE SERVICES **RFP NO. 20-005** PROPOSER: Leliance Contract Inc . Joshue Becker (Printed Name) Dunar | President, (Title) \_day of January Sworn to and subscribed before me this Personally known iver License Or Produced Identification Di (Type of Identification) . Idrida Notary Public - State of Notary Signature 03 August 2022 My Commission Expires TANIA VALLECILLO MY COMMISSION # GG 243479 (Printed, typed, or stamped commissioned name of notary put EXPIRES: August 3, 2022 Bonded Thru Notary Public U

55

36308673.1

## APPENDIX F NON-COLLUSION AFFIDAVIT

State of Florida ) ss:

County of Miami-Dade )

Joshua Becker being first duly sworn deposes and says that:

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

(5)

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

## [Signatures on next page]

36308673.1

56

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE FACILITIES MAINTENANCE SERVICES RFP NO. 20-005 PROPOSER: Jelimie Dercer 10shua (Printed Name rsident Diarer (Title) Sworn to and subscribed before me this \_ day of anual 20 Personally known 1er License Or Produced Identification Drida\_D (Type of Identification) londa Notary Public - State of Notary Signature My Commission Expires 33 August 2088 TANIA VALLECILLO COMMISSION # GG 243479 (Printed, typed, or stamped commissioned name of notary public EXPIRES: August 3, 2022 led Thru Notary Public Underwriter

36308673.1

# APPENDIX G OFFEROR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO:

Town of Southwest Ranches Venessa Redman, Sr. Procurement & Budget Officer

ADDRESS:

13400 Griffin Road Southwest Ranches, Florida 33330

SUBMITTED BY:\_\_Joshua Becker - Reliance Contractors Inc.

CIRCLE ONE Corporation Limited Liability Company Joint Venture Partnership Other

NAME: Joshua Becker

Individual

ADDRESS: 1800 SW 1st. Ave. Suite 605, Miami, FL 33129

TELEPHONE NO. (877) 499-9267

FAX NO. (877) 499-9267

E-MAIL ADDRESS; jbecker@reliancecontractors.com

1. State the true, exact, correct and complete name of the partnership, corporation, limited liability company, joint venture, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: <u>Reliance Contractors Inc.</u> The address of the principal place of business is: 1800 SW 1st. Ave. Suite 605, Miami, FL 33129

36308673.1

1

2.	If O	fferor is a corporation, answer the following:
		Date of Incorporation: 09/14/2014
		State of Incorporation: Florida
		President's name: Joshua Becker
		Vice President's name:
		Secretary's name:
		Treasurer's name:
	g.	Name and address of Resident Agent:
	-	Joshua Becker
		1800 SW 1st. Ave. Suite 605,
		Miami, FL 33129
3.	If Of	feror is an individual or a partnership, answer the following:
	a.	Date of organization:
	b.	Name, address and ownership units of all partners:
		· · · · · · · · · · · · · · · · · · ·
	с,	State whether general or limited partnership:
4.	If Of and g	feror is other than an individual, corporation or partnership, describe the organization give the name and address of principals:
5.	If Of Florie	feror is operating under a fictitious name, submit evidence of compliance with the da Fictitious Name Statute.
6.	How <u>6 Ye</u>	many years has your organization been in business under its present business name? ars
	a.	Under what other former names has your organization operated?
363086	73.1	RFP 20-005

Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Letter. Please attach certificate of competency and/or state registration.

Miami-Dade County Business Tax License: 7176046

State of Florida, Division of Corporations, Document Number: P14000078366

Have you ever failed to complete any work awarded to you? If so, state when, where and why?

No.

State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (governmental entities are preferred as references).

Please See Attached Documentation.

(name)	(address)	(phone number)
(name)	(address)	(phone number)
(name)	(address)	(phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Please See Attached Documentation.

7.

8.

9.

11. State the name of the individual who will have personal supervision of the work:

Joshua Becker

36308673.1

60

12. Provide a list of all litigation, including arbitration proceedings, in which offeror was or is a party, plaintiff or defendant, within the last five years, including the style the case, local of the case, and whether the case is still pending.

None.

36308673.1

Ν.

61

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE LETTER, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of County of

The foregoing instrument was acknowledged before me this 2020 by Joshug Beerker of is personally known to me or who has produced identification and who did (did not) take an oath.

WITNESS my hand and official seal.

**UTARY PUBLIC** 

I anial allecillo



62

TANIA VALLECILLO MY COMMISSION # GG 243479 EXPIRES: August 3, 2022 Bonded Thru Notary Public Underwriters

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

36308673.1

# APPENDIX K OFFEROR'S CERTIFICATION WHEN OFFEROR IS A CORPORATION, LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

of January , 20 20	Reliance Contractors Inc.
	Printed Name of Corporation or Company
	Florida
and a second	Printed State of Incorporation
	B. J
	Signature of President or other authorized officer
(CORPORATE SEAL)	Joshur Becker
(CORFORATE SEAL)	Printed Name of President or other authorized officer
ATTEST:	1800 SW 1st. Ave. Suite 605
ATTEST:	Address of Corporation or Company
	Miami, FL 33129
By Secretary	City/State/Zip
Sociolary	City/State/Z/p
Elani-la	(877) 499-9267 Business Phone Number
State of <u>Florida</u> County of <u>Miamibur</u> The foregoing instrument was ac	Business Phone Number
County of <u>Miamilur</u> The foregoing instrument was ac by <b>DShußacle</b> (Name), 1	Business Phone Number
County of <u>Miamibur</u> The foregoing instrument was ac by <b>DShunBack</b> (Name), <u>1</u> Company who is personally know	Business Phone Number Knowledged before me this And day of January 20,00 Mile of Reliance Cantrologue of wn to me or who has produced Fluida Drive
County of <u>Miamibur</u> The foregoing instrument was ac by <b>Descurption</b> (Name), <u>1</u> Company who is personally know as identification and who did (did	Business Phone Number Knowledged before me this And day of January 20,00 Misicent (Title) of Reliance Cantragence of wn to me or who has produced Fluide Drive d not) take an oath.
County of <u>Miamibur</u> The foregoing instrument was ac by <b>DShunBack</b> (Name), <u>1</u> Company who is personally know	Business Phone Number Knowledged before me this And day of January 20,00 Misicent (Title) of Reliance Cantragence of wn to me or who has produced Fluide Drive d not) take an oath.
County of <u>Miamibur</u> The foregoing instrument was ac by <b>Descurption</b> (Name), <u>1</u> Company who is personally know as identification and who did (did	Business Phone Number Knowledged before me this And day of January 20,00 Misicent (Title) of Reliance Cantragence of wn to me or who has produced Fluide Drive d not) take an oath.
County of <u>Miamibur</u> The foregoing instrument was ac by <b>Descurption</b> (Name), <u>1</u> Company who is personally know as identification and who did (did	Business Phone Number Knowledged before me this And day of January 20,00 Misicent (Title) of Reliance Cantragence of wn to me or who has produced Fluide Drive d not) take an oath.
County of <u>Miamilian</u> The foregoing instrument was ac by <b>DShuBacke</b> (Name), <u>Miamilian</u> Company who is personally know as identification and who did (did WITNESS my hand and official s NOTARY PUBLIC	Business Phone Number knowledged before me this the day of January 20,00 hrysiclent (Title) of Reliance Cantragance of wn to me or who has produced Florida Drive d not) take an oath. scal. TANIAVALLECILLO
County of <u>Miamilian</u> The foregoing instrument was ac by <b>DShuBacte</b> (Name), <u>1</u> Company who is personally know as identification and who did (did WITNESS my hand and official s NOTARY PUBLIC	Business Phone Number knowledged before me this Am day of January 20,20 Prysident (Title) of Reliance Cantragence of wn to me or who has produced Flucicla Drive d not) take an oath. scal. TANIA VALLECILLO MY COMMISSION # G9 243479 EXPIRES: August 3, 2022
County of <u>Miamilian</u> The foregoing instrument was ac by <b>DShuBacke</b> (Name), <u>Miamilian</u> Company who is personally know as identification and who did (did WITNESS my hand and official s NOTARY PUBLIC	Business Phone Number knowledged before me this the day of Tanway 20,00 Prysident (Title) of Reliance Cantragence of wn to me or who has produced Florida Drive d not) take an oath. scal. TANIA VALLECILLO MY COMMISSION # G9 243479
County of <u>Miamilian</u> The foregoing instrument was ac by <b>DShuBacte</b> (Name), f Company who is personally know as identification and who did (did WITNESS my hand and official s NOTARY PUBLIC <u>Ania Varification</u> (Name of Notary Public: Print, St	Business Phone Number knowledged before me this Am day of January 20,20 Prysident (Title) of Reliance Cantragence of wn to me or who has produced Flucicla Drive d not) take an oath. scal. TANIA VALLECILLO MY COMMISSION # G9 243479 EXPIRES: August 3, 2022
County of <u>Miamilian</u> The foregoing instrument was ac by <b>DShuBacte</b> (Name), f Company who is personally know as identification and who did (did WITNESS my hand and official s NOTARY PUBLIC <u>Ania Varification</u> (Name of Notary Public: Print, St	Business Phone Number knowledged before me this Am day of January 20,20 Prysident (Title) of Reliance Cantragence of wn to me or who has produced Flucicla Drive d not) take an oath. scal. TANIA VALLECILLO MY COMMISSION # G9 243479 EXPIRES: August 3, 2022

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

State of Florida )
) ss:
County of Miami-Dade )

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 <u>Florida</u>, held on <u>September 14</u>, 20<u>14</u>, the following resolution was duly passed and adopted:

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 27th day of 2020.

(SEA

PROPOSER: Reliance Contractors Inc.

36308673,1

68

# APPENDIX Q GOVERNMENTAL CONTACT INFORMATION

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON
United States Department of Agriculture: Forest Service	Rio Grande National Forest	(719) 852-6211	Kim Decker Contracting Officer
United States Department of Agriculture: Forest Service	Bankhead National Forest	(205) 489-5111, Ext. 105	Rita Patterson Contracting Officer
United States Coast Guard	DHS, United States Coast Guard SILC-BSS-COB2-WEST Building 54c, Coast Guard Island Alameda, California 94501	(510) 437-5980	Marcella V. Brown, BSB/A Contract Specialist Contracting Officer
Department of Homeland Security: Customs and Border Protection		(317) 381-5403	Mistelle Watkins Border Enforcement Contracting Division
Bureau of Land Management U.S. Department of the Interior	176 East D.L. Sargent Drive Cedar City, Utah 84721	(435) 865-3048	Joseph Petersen Contracting Specialist
U.S. Fish & Wildlife Service	P.O. Box 1306, Room 5108; 500 Gold Ave., SW, Albuquerque, NM 87103-1306	(505) 248-6797	Lisa Rodriguez Contract Specialist Acquisition Goods and Services Operations

PROPOSER: Relignce Confrectors Inc.

36308673.1

73

# APPENDIX R ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

### TO THE TOWN OF SOUTHWEST RANCHES:

**Actionce Contractors he** 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 **fle line Contractor for the Contractor** is failure to comply with such regulations.

Controeters Inc.

Reliance Continuetors Inc.

ATTEST

CONTRACTOR

Joshua Becker

Print Name

2020 Date: 01

PROPOSER: Reliance Contructor. Inc.

36308673.1

## APPENDIX S PROPOSER CONFIRMATION OF QUALIFICATIONS

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

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

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

Proposer: Reliance Contractors Inc.

Proposer's Name: Joshua Becker

Proposer's Address: 1800 SW 1st. Ave. Suite 605

Miami, FL 33129

Proposer's Phone Number: (877) 499-9267

Proposer's Email: jbecker@reliancecontractors.com

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

Miami-Dade County Business Tax License: 7176046

		M	
PROPOSER:	Reliance Contractors Inc		<b>ý</b>
	[Si	ignatur	es on next page

36308673.1

75

State of Florida County of Miam D The foregoing instrument was acknowledged before me this by Josho B-cker of Klinne Contract day of 20 ene tore (Proposer), who is personally known to me or who has produced Fise Ner as identification and who did (did not) take an oath, epase WITNESS my hand and official sea 3 mi NOTARY Public Records of ade County, Florida Notary Signature TANIA VALLECILLO MY COMMISSION # GG 243479 EXPIRES: August 3, 2022 Bonded Thru Notary Public Underwriters Name of Notary Public: (Print, Stamp, or type as Commissioned)

Reliance Contractors Inc. **PROPOSER:** 

36308673,1

76

# APPENDIX T PROPOSER EXPERIENCE QUESTIONNAIRE

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

List comparable contract experience and client references:

Project Name: \_\_\_\_\_Please See Attached Documentation: Past Performance Data Sheets.

Contract Amount:\_\_\_\_\_

Contract Date:

Client Name:

Address:

Contact Person:\_\_\_\_\_

Contact Person Tel. No.:\_\_\_\_\_

Project Name: Please See Attached Documentation: Past Performance Data Sheets.

Contract Amount:\_\_\_\_\_\_Contract Date: \_\_\_\_\_\_Client Name:\_\_\_\_\_\_Client Name: \_\_\_\_\_\_Contact Person: \_\_\_\_\_\_Contact Person: \_\_\_\_\_\_Contact Person Tel. No.: \_\_\_\_\_

36308673.1

77

Project Name:	Please See Attach	ed Docume	ntation: Pa	st Performa	nce Dat	a Sheets.			
Contract Amou	nt:		· · ·		- <u>1</u>	· · ·			
	·							• •	. ·
		•				· · · ·		(	
Address:							· · · · ·		
					i		····		
Contact Person	Tel. No.:						· · · ·	:	

PROPOSER: Reliance Contractors Inc.

36308673.1

Complete one table for each project.

Project Name	DLA Disposition Services: Camp Pendleton, CA Military Installation
Name of Contracting Activity	Janitorial Services
Contract Number	SP4510-19-P-0004
Contract Type (fixed price, etc)	Firm-Fixed Price
Total Contract Value	\$95,100.00
Completion Date or Anticipated Completion Date	Anticipated Completion Date: March 2024
Contracting Officer (Name/phone number/email)	Randy Powell / (269)961-5721 / randy.powell@dla.mil
Project Manager or Contracting Officer's Representative (COR) (Name/phone number/email)	Pedro Perez / (760)829-9196 / pedro.perez@dla.mil
Project Description	Janitorial Services

(Describe in detail what the project was and the skills, abilities, processes you used to complete the project and how relevant)

This is a currently running project.

i

Complete one table for each project.

Project Name	United States Coast Guard - IPF South Weymouth
Name of Contracting Activity	Janitorial Services
Contract Number	23-20-240PBB010
Contract Type (fixed price, etc)	Firm-Fixed Price
Total Contract Value	\$16,800.00
Completion Date or Anticipated Completion Date	Anticipated Completion Date: September 2020
Contracting Officer (Name/phone number/email)	Vicente Ramirez / (617) 223-3151 / Vicente.J.Ramirez@uscg.mil
Project Manager or Contracting Officer's Representative (COR) (Name/phone number/email)	Peter Hooper / (781)340-1373 / Peter.B.Hooper@uscg.mil
Project Description	Janitorial Services

(Describe in detail what the project was and the skills, abilities, processes you used to complete the project and how relevant)

Complete one table for each project.

Project Name	BLM - Palomino Valley Center
Name of Contracting Activity	Janitorial Services
Contract Number	L17PX00733
Contract Type (fixed price, etc)	Firm-Fixed Price
Total Contract Value	\$36,300.00
Completion Date or Anticipated Completion Date	Anticipated Completion Date: June 2022
Contracting Officer (Name/phone number/email)	Shad Stoddard / (775)861-6531 / sastoddard@blm.gov
Project Manager or Contracting Officer's Representative (COR) (Name/phone number/email)	Jeb Beck / (775)475-2222 / J1beck@blm.gov
Project Description	Janitorial Services

(Describe in detail what the project was and the skills, abilities, processes you used to complete the project and how relevant)

١

Complete one table for each project.

Project Name	USFS - Bankhead National Forest - Bankhead Ranger District Office
Name of Contracting Activity	Janitorial Services
Contract Number	AG-4146-C-17-0001-0005
Contract Type (fixed price, etc)	Firm-Fixed Price
Total Contract Value	\$51,600.00
Completion Date or Anticipated Completion Date	Anticipated Completion Date: September 2021
Contracting Officer (Name/phone number/email)	Paula Reinhard / (334)241-8169 / paula.reinhard@usda.gov
Project Manager or Contracting Officer's Representative (COR) (Name/phone number/email)	Rita Patterson / (205)489-5111 Ext. 105 / rita.patterson@usda.gov
Project Description	Janitorial Services

(Describe in detail what the project was and the skills, abilities, processes you used to complete the project and how relevant)

Complete one table for each project.

Project Name	Customs and Border Protection - Swanton Border Patrol Station (BPS)
Name of Contracting Activity	Janitorial Services
Contract Number	HSBP1017P00350P00003
Contract Type (fixed price, etc)	Firm-Fixed Price
Total Contract Value	\$281,190.00 (Base + 4 Options)
Completion Date or Anticipated Completion Date	Anticipated Completion Date: July 2021
Contracting Officer (Name/phone number/email)	Mistelle Watkins / (317)381-5403 / Mistelle.watkins@dhs.gov
Project Manager or Contracting Officer's Representative (COR) (Name/phone number/email)	Charles Rockwell / (207)532-5646 / charles.rockwell@cbp.dhs.gov
Project Description	Janitorial Services

(Describe in detail what the project was and the skills, abilities, processes you used to complete the project and how relevant)

## APPENDIX U SUB-CONTRACTOR LIST

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

CLASSIFICATION OF WORK	NAME	ADDRESS
None.		· · · ·
		· · · · · · · · · · · · · · · · · · ·
		· ·
· · · ·		

PROPOSER: Reliance Contractors Inc.

36308673.1

79

## APPENDIX V ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No.
Addendum No.2
Addendum No.3
Addendum No.4

36308673.1

[Remainder of page intentionally left blank]

# APPENDIX W LIABILITY CLAIMS

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

1.	Name and Location of project: None.		
<b></b>			
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:		•
PRO	poser: Reliance Contractors Inc.		· ·

36308673.1

81

## APPENDIX Z ANTI-LOBBYING CERTIFICATION FORM

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

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

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

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

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

Organization: Reliance Contractors Inc.	· · · · ·
Street address: 1600 Std 1st. Ave. Suite 605	
City, State, Zip: Miani, PL 33129	
Certified By: Joshua Becker (type or print)	
Title: President	
Signature: D	Date: Con. 28, 2020
Ú.	
36308673.1	RFP 20-005

						et Bills by Email
	2020 2019	2018	2017	2016	2015	
	Paid	Parc	Paid	Paid	Paid	
Account number:	7176046		Mailing address:		RELIANCE CONTRACTORS INC	
Business start date:	10/01/2014				C/O JOSHUA D BECKER 25 SE ZND AVE STE 319	
Physical business location:	MIAMI			•	MIAMI, FL 33131	•
Business address:	RELIANCE CONTRACTORS 25 SE 2ND AVE STE 319 MIAMI, FL 33131	SINC	Owner(s)		Reliance contractors inc C/O Joshua D Becker 1801 Coral Way 304 Miami, FL 33145	·
Receipts And Occupati	Suo					
Receipt 7455796						
Service business/multiple service SERVICE BUSINESS	Service business/multiple service business or Passenger transportation services SERVICE BUSINESS	on services	10/01/2019	10/01/201909/30/2020	NAICS code: 561720 Units: 1	<b>B</b> Print this bill
CLEANING/LANDSCAPING					•	×
		•				
		•				
· · · · · · · ·						
	•					

.

• •

				. ·	· ·									
Depart	W-9 Doctober 2018) ment of the Treasury I Revenue Service		Identifica		Taxpayer er and Certif			on.			requ	e Forn uester d to th	, Do	not
					not leave this line blank					I.				
	Reliance Contra	actors Inc.												
	2 Business name/c	lisregarded entit	ly name, if different from	m above										
n page 3.	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only on following seven boxes.     Individual/sole proprietor or C Corporation S Corporation Partnership Trust						certain entitles, not individuals instructions on page 3):							
o. Dis o	☐ Individual/sole proprietor or ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate single-member LLC							ate	Exen	ipt pay	ee coo	de (if any	) <u> </u>	
홂	S S Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)													
Print or type. See Specific Instructions on	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check							Exemption from FATCA reporting code (if any)						
ec.	Other (see ins								(Applie	s to acco	unts mai	Intained ou	lside the	U.S.)
Υ.	5 Address (number, street, and apt. or suite no.) See instructions.								and address (optional)					
Š	1800 SW 1st Av													
	6 City, state, and Z													
	Miami, FL 33129 7 List account number(s) here (optional)													
	7 List account num	ber(s) here (optic	onal)											
				/1918 B. 13										
Par	the second s		cation Number				Real							
					e given on line 1 to av ber (SSN). However, f		300	ai sec		numbe	r 			-
resident allen, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other						-	1							
entities, it is your employer Identification number (EIN). If you do not have a <i>TIN</i> , later.					umber, see <i>How to ge</i>	əta								
•				tructions for line 1	Also and What Name	and	Or	lover	idonti	ficatio	n num	her		7
Note: If the account is in more than one name, see the instructions for lin Number To Give the Requester for guidelines on whose number to enter.				Also see what warne	anu	Ē	7	- 1	9	1 1	TT	1 4		
Par	Certific	ation		·····			LI			1I	l			
	penalties of perjur	······	t:											
2. I an Ser no	n not subject to ba vice (IRS) that I am longer subject to b	ckup withholdi subject to bac ackup withhol	ing because: (a) I an ckup withholding as ding; and	n exempt from bacl a result of a failure	er (or I am waiting for kup withholding, or (b to report all interest o	) I have i	not be	en no	otified	i bv th	e Inte	ərnal R íled me	eveni e that	ue I am
3. I an	n a U.S. citizen or o	other U.S. pers	son (defined below);	and										
				•	t from FATCA reportin	<b>Q</b>								
you ha acquis other t	ive falled to report a ition or abandonme han interest and div	Il interest and on Int of secured p	dividends on your tax property, cancellation	return. For real esta of debt, contributio	lified by the IRS that you ate transactions, item 2 ns to an individual retir t you must provide you	does no? does no?	t appl range	ly. Fo ment	r mor (IRA)	tgage . and c	intere ienera	st paid allv, pa	, vmen	ts
Sign Here	Signature of U.S. person ►	Jost	hua Becke	r		Date ►	1	12	19					
Gei	neral Instru	uctions			Form 1099-DIV (div funds)	vidends,	inclu	ding	those	from	stock	s or m	utual	
Sectic noted		the Internal R	levenue Code unles	s otherwise	Form 1099-MISC ( proceeds)	various	types	of Inc	come	, prize	s, aw	ards, c	or gro	SS
related		its instruction	nformation about de s, such as legislation rs.gov/FormW9.		<ul> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> </ul>									
					• Form 1099-S (proc						,			
rur	pose of Forr		<ul> <li>Form 1099-K (merchant card and third party network transactions)</li> </ul>							3)				

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 pald to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

Form 1099-A (acquisition or abandonment of secured property)

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.

Cat. No. 10231X

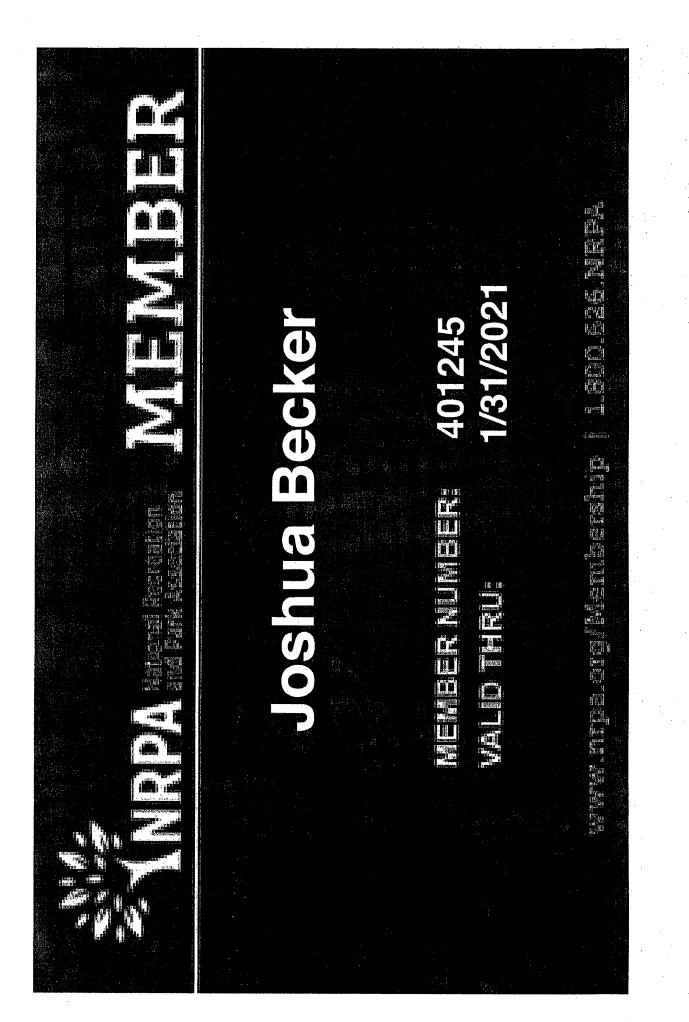
Form W-9 (Rev. 10-2018)

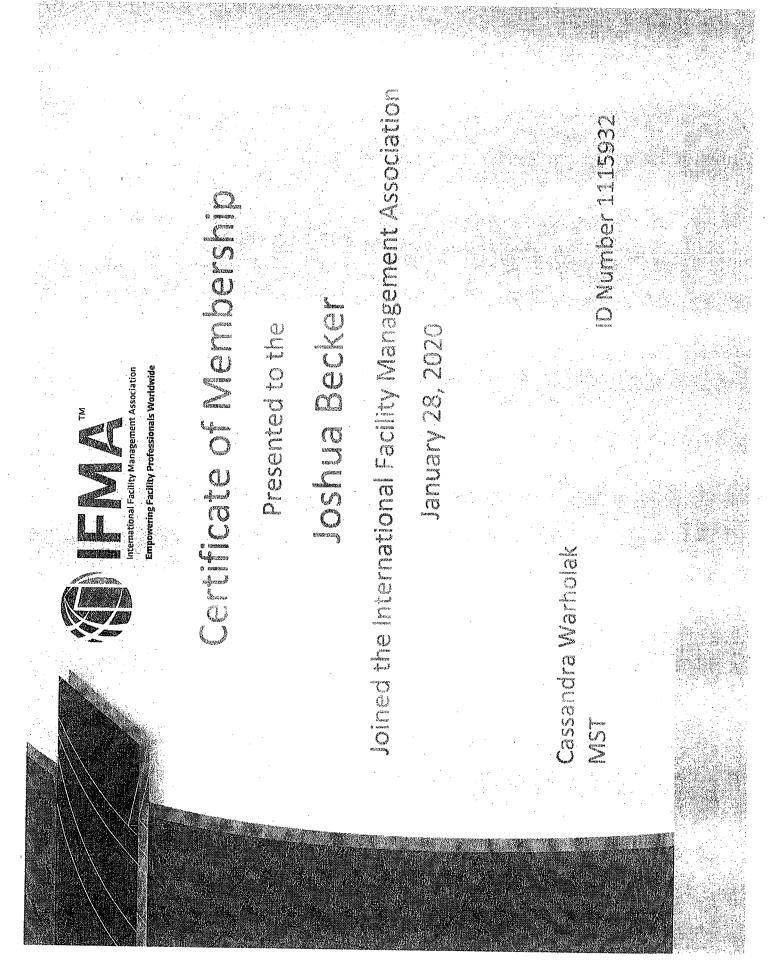
ACORD <sup>®</sup> CE	RŤ	IF	ICATE OF LI	ABILITY II	NSUR/			M/DD/YYYY) 28/2020
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER,	IVEL' URAI AND	Y OR NCE I THE	NEGATIVELY AMEND, E DOES NOT CONSTITUTE CERTIFICATE HOLDER.	EXTEND OR ALTER A CONTRACT BET	THE COVER WEEN THE	AGE AFFORDED BY THI ISSUING INSURER(S), AI	E POL	ICIES
IMPORTANT: If the certificate holder is an If SUBROGATION IS WAIVED, subject to the this certificate does not confer rights to the	ie tern	ns and	d conditions of the policy, ce	rtain policies may requ	L INSURED pr uire an endors	ovisions or be endorsed. ement. A statement on		
PRODUCER		licate	noide) in neb of such endors	1 00117407	Estrella	<u></u>		
Accurate Group				ELLOUIT.	) 226-8727	FAX (A/C, No):	(30	5) 226-8767
8300 West Flagler Suite 114				ADDRESS: accur	ate.certificates			
Miami, FL 33144								NAIC #
Phone (305) 226-8727 F	ax (3	505) 2	26-8767		awley Insurar	ice Company		37974
Reliance Contractors Inc.				INSURER B : INSURER C :		· · · · · · · · · · · · · · · · · · ·		
1801 Coral Way #304				INSURER D :		,		
Miami			FL 33145-	INSURER F :				
permanent provide the second			NUMBER:			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES ( INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY PE EXCLUSIONS AND CONDITIONS OF SUCH	QUIRE RTAIN POLIC	MEN 1, The Cies.	T, TERM OR CONDITION OF E INSURANCE AFFORDED B LIMITS SHOWN MAY HAVE E	ANY CONTRACT OR ON THE POLICIES DESC	OTHER DOCUL	MENT WITH RESPECT TO W	HICH '	THIS
	ADDU	SUBR	POLICY NUMBER	POLICY EFF (MM/0D/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
COMMERCIAL GENERAL LIABILITY								00,000.00 0,000.00
	Y	Y	GGL0007977	04/26/2019	04/26/2020	MED EXP (Any one person)		00,00
GEN'L AGGREGATE LIMIT APPLIES PER:	.	.		04/20/2010	UNILULULU			00,000.00
	1							00,000.00
			· .				\$ 2,0	00,000,00
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
							\$	
L AUTOS ONLY LI AUTOS							\$	
						(Per-accidem)	\$ 5	
		i-					\$ \$	· · · ·
EXCESS LIAB							\$	· · · ·
DED RETENTIONS							\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N								1611-161-161-161-161-161-161-161-161-16
ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$	
(Mandatory in NH) Land If yes, describe under				n		E.L. DISEASE - EA EMPLOYEE		
DESCRIPTION OF OPERATIONS below							<b>.</b>	·····
					· .			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEH	CLES	(Attac	h ACORD 101, Additional Remar	ks Schedule, if more spac	é is roquiréd)			· · · · · · · · · · · · · · · · · · ·
All policies insuring the Contractor, which r of Southwest Ranches and Broward Count alteration.	elate	to the	activities of such Contrac	tor and the Town of	Southwest R	anches, are endorsed to p a, restriction, material mod	rovide lificati	e the Town on or
								·
CERTIFICATE HOLDER				CANCELLATION				
Town of Southwest Ranches				THE EXPIRATION	DATE THERE	ESCRIBED POLICIES BE CA DF, NOTICE WILL BE DELIVE Y PROVISIONS.	RED	ILEU BEFORE
13400 Griffin Road				ACCORDANCEW	THITHE POLIC	Y PROVISIONS.		
Southwest Ranches, FL 3333	0		ŕ	AUTHORIZED REPRESE				
				TA				·
ACORD 25 (2016/03) QF				© The	1988-2015 AC	ORD CORPORATION. A	All rig d ma	hts reserved. rks of ACORD
				C	fK Y		•	

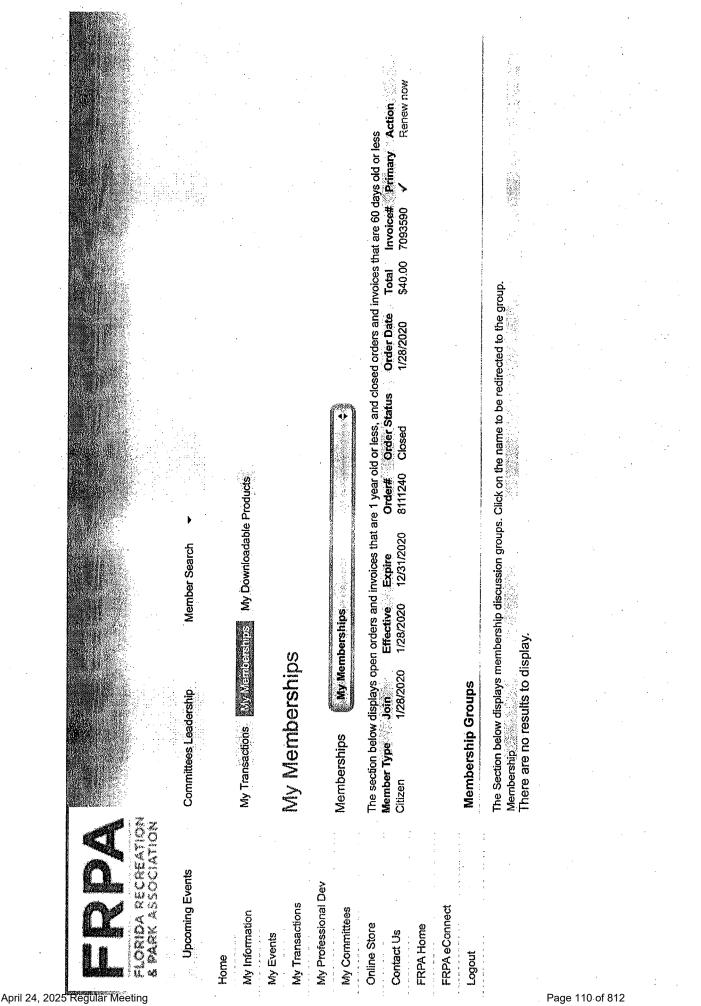
INSURED Reliance Contractors Inc.	VELY JRAN ADDI ADDI tern certil	Y OR NCE I THE TIONA Is and ficate	NEGATIVELY AMEND, E DOES NOT CONSTITUTE CERTIFICATE HOLDER. IL INSURED, the policy(les) d conditions of the policy, ce	EXTEND A CON must have entain po sement( CONT/ NAME:	O OR ALTER	THE COVER WEEN THE	AGE AFFORDED BY T ISSUING INSURER(S),	HOLDE	ICIES
If SUBROGATION IS WAIVED, subject to the this certificate does not confer rights to the PRODUCER Accurate Group 8300 West Flagler Suite 114 Miami, FL 33144 Phone (305) 226-8727 Fa INSURED Reliance Contractors Inc.	e tern certil	ns ani ficate	i conditions of the policy, ce	sement( CONT7	licies may rea	L INSURED pr			
PRODUCER Accurate Group 8300 West Flagler Suite 114 Miami, FL 33144 Phone (305) 226-8727 Fa INSURED Reliance Contractors Inc.				CONT/			ovisions or be endorsed. ement. A statement on		
8300 West Flagler Suite 114 Miami, FL 33144 Phone (305) 226-8727 Fa INSURED Reliance Contractors Inc.	ix (3	0510	•		ACT Lucia	Estrella		<del>.</del> .	
Miami, FL 33144 Phone (305) 226-8727 Fa INSURED Reliance Contractors Inc.	ix (3			PHONE (A/C, N		) 226-8727	FAX (AC, No	<sub>d):</sub> (30	5) 226-8767
Phone (305) 226-8727 Fa INSURED Reliance Contractors Inc.	ix (3				iss: aceur	ate.certificates			
INSURED Reliance Contractors Inc.	IX (3						RDING COVERAGE		NAIC #
Reliance Contractors Inc.		05) 2	26-8767	INSURI		awley insurar	ice Company		37974
				INSURI					
1801 Coral Way #304				INSURI			<del></del>		
Mami			<b>E</b> 05475	INSURI	ERE:			· · · ·	
	TICL	0 A TP	FL 33145-	INSURI	ERF:				
THIS IS TO CERTIFY THAT THE POLICIES O INDICATED. NOTWITHSTANDING ANY REQ CERTIFICATE MAY BE ISSUED OR MAY PEF EXCLUSIONS AND CONDITIONS OF SUCH P	F INS	MEN MEN I, THE	T, TERM OR CONDITION OF INSURANCE AFFORDED B LIMITS SHOWN MAY HAVE F	ANY CO Y THE P	ONTRACT OR O OLICIES DESC DUCED BY P	other docui Cribed Herei Aid Claims.	MENT WITH RESPECT TO	WHICH	THIS
LTR TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI		
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10	00,000.00
A	Y	Y	GGL0007977		04/26/2019	04/26/2020	MED EXP (Any one person)	_ <u></u>	00.00
GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY GENERAL AGGREGATE		00,000.00
POLICY PRO-							PRODUCTS - COMP/OP AGO		00,000.00
OTHER			(1)1 <sup>4</sup> (1)19411941) The second set of the second					\$	
							COMBINED SINGLE LIMIT (Ea accident)	\$	
OWNED SCHEDULED						l	BODILY INJURY (Per person)		<del></del>
							BODILY INJURY (Per acciden PROPERTY DAMAGE		
							PROPERTY DAMAGE (Per accident)	\$	
							EACH OCCURRENCE	5	
EXCESS LIAB							AGGREGATE	\$	· · · · · · · · · · · · · · · · · · ·
								\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			• *						ومحربة المحافظة الرحافة فريت محافظة المقري
ANY PROPRIETOR/PARTNER/EXECUTIV6 OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NIA						E.L. EACH ACCIDENT	5	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYE E.L. DISEASE - POLICY LIMIT		
DECOMPTION OF OPERATIONS DOWN									
					ļ				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	I FP	(4110-0	ACORD 101 Additional Dates 1		ula lí mara	a la resulta di		<u> </u>	
All policies insuring the Contractor, which rel heTown of Southwest Ranches and Broward or alteration.	late t	o the	activities of such Contrac	tor and	the Town of	Southwest Ri	anches, must be endors ion, lapse, restriction, m	ed to pr naterial r	ovide nodification
CERTIFICATE HOLDER				CANG	ELLATION		· · · · · · · · · · · · · · · · · · ·		. <u> </u>
						<u> </u>			
BROWARD COUNTY BOARD				SHOU THE I ACCO	ULD ANY OF 1 EXPIRATION ORDANCE WI	THE ABOVE DI	58CRIBED POLICIES BE ( )F, NOTICE WILL BE DELI Y PROVISIONS.	VERED	LED BEFORE N
115 S Andrews Avenue			/	111	- į				
Fort Lauderdale, FL				AUTHOR	NZED REPRÉSE		/		
ACORD 25 (2016/03) QF					The	988-2015 AC	CORD CORPORATION e and logo are registe	. All rig red ma	hts reserve ks of ACOR

	C	FF		FICATE OF L	IΔR		NSUR	ANCE	DATE(MM/DD/YYYY)	
	THIS CERTIFICATE IS ISSUED A CERTIFICATE DOES NOT AFFIF BELOW. THIS CERTIFICATE OF REPRESENTATIVE OR PRODUC IMPORTANT: If the certificate h IS SUBROGATION IS WAIVED.	AS A MAT MAT INSU CER, A Dider	MATTI VELY RANC AND T Is an <i>I</i>	ER OF INFORMATION ON OR NEGATIVELY AMEN CE DOES NOT CONSTITU HE CERTIFICATE HOLD ADDITIONAL INSURED, I DE Jarma and conditions of	NLY ANE ID, EXTE JTE A CO ER. he polic	O CONFERS END OR ALTI ONTRACT BI y(les) must h	NO RIGHTS L ER THE COVI ETWEEN THE Nave ADDITIC policies may	IPON THE CERTIFICATE ERAGE AFFORDED BY T ISSUING INSURER(S), A	HE POLICIES UTHORIZED	
<b>P</b> R	this certificate does not confer (	rights	to the	e certificate holder in lleu	OF SUCH	n endorseme	nt(s).	ce Agency Inc		
PAYCHEX INSURANCE AGENCY, INC. 150 SAWGRASS DRIVE						PHONE AND ADD ADD ADD ADD ADD ADD ADD ADD ADD				
	ROCHESTER, NY 14620			•	E-MAIL	(Å/C, NO_EXT): 877-266-6850 (Å/C, No): E-MAIL ADDRESS: Certs@paychex.com				
						· · .	R(S) AFFORDIN	IG COVERAGE	NAIC #	
INS	URED				INSUR	ER A:	NorGUARD I	nsurance Company	31470	
١	RELIANCE CONTRACTORS INC 1801 CORAL WAY STE 304				INSUR	ER B:	<u> </u>	· · · · · · · · · · · · · · · · · · ·		
	CORAL GABLES, FL 33145279				INSUR	ER C:		· · · · · · · · · · · · · · · · · · ·		
					INSUR	ER D:		·····		
					INSUR			······································	· · · · · · · · · · · · · · · · · · ·	
~~~	VEDAGEO		000		INSUR	ER F:			<u> </u>	
UC.	VERAGES THIS IS TO CERTIFY THAT THE POL			TIFICATE NUMBER:				ISION NUMBER:		
	INDICATED. NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OR M EXCLUSIONS AND CONDITIONS OF	IY REC 1AY PE	UIREN RTAIN	VENT, TERM OR CONDITION	i of any Ed by th	CONTRACT O IE POLICIES D	R OTHER DOC ESCRIBED HE	UMENT WITH RESPECT TO REIN IS SUBJECT TO ALL TH	WHICH THIS	
NSR .TR	TYPE OF INSURANCE			POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	GENERAL LIABILITY					((())))))))))))))))))))))))))))))))))))	(1111)	EACH OCCURRENCE	\$	
•			1					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
		ĺ						MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY GENERAL AGGREGATE	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	
	POLICY PROJECT LOC								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	s	
	ANY AUTO							BODILY INJURY	\$	
	AUTOS AUTOS							(Per person) BODILY INJURY	\$	
								(Per accident) PROPERTY DAMAGE		
								(Per accident)	\$	
_	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$	
	DED RETENTION \$								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	1		REWC016367		06/30/2019	06/30/2020	X WC STATU- TORY LIMITS EB		
•	ANY PROPRIETOR/PARTNER/EXECUTIVE					,		E.L. EACH ACCIDENT	\$ 500,000.00	
	OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) N	N/A						E.L. DISEASE - EA EMPLOYEE	\$ 500,000.00	
	If yes, describe under DESCRIPTION OF OPERATIONS below	, ,						E.L. DISEASE - POLICY LIMIT	\$ 500,000.00	
							·····			
ES	RIPTION OF OPERATIONS / LOCATIONS /	VEHICL	ES (Atte	ach ACORD 101, Additional Rema	arks Sched	ule, if more spac	e is required)			
				· · · · · · · · · · · · · · · · · · ·	0.411-					
CERTIFICATE HOLDER TOWN OF SOUTHWEST RANCHES Attention: Andrew D. Berns, Town Administrator 13400 Griffin Road					SHOULD	IRATION DATE 1		D POLICIES BE CANCELLED BEF E WILL BE DELIVERED IN NONS.	ORE	
Southwest Ranches, FL 33330 AUTHORIZED REPRESENTATIVE										
10	ORD 25 (2016/03)				· · · · ·		©1988-2016 /	CORD CORPORATION.	All rights reserved.	

.









#### Department of Stele / Division of Corporations / Search Records / Detail By Document Number /

## **Detail by Entity Name** Florida Profit Corporation RELIANCE CONTRACTORS INC. **Filing Information** Document Number P14000078366 **FEI/EIN Number** 47-1911014 **Date Filed** 09/22/2014 **Effective Date** 09/18/2014 State FL Status ACTIVE **Principal Address** 25 SE 2nd Ave. Suite 305 Miami, 'FL 33131 Changed: 04/30/2019 Mailing Address 25 SE 2nd Ave. Suite 305 Miami, FL 33131 Changed: 04/30/2019 **Registered Agent Name & Address** BECKER, JOSHUA D 25 SE 2nd Ave. Suite 305 Miami, FL 33131 Address Changed: 04/30/2019 Officer/Director Detail Name & Address Title P BECKER, JOSHUA D 25 SE 2nd Ave. Suite 305 Miami, FL 33131 ,

Annual Reports

Barrane Manna Bland Bara

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



Town Administrator Andrew D. Berns

## **REQUEST FOR PROPOSALS**

## RFP No. 20-005

Town of Southwest Ranches is seeking proposals for:

## TOWN-WIDE FACILITIES MAINTENANCE SERVICES

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

Proposer shall submit one (1) unbound original, six (6) bound copies of the completed proposal, and one (1) electronic copy of the proposal, *excluding the price proposal*, in a PDF or similar format, which must be received by the Office of the Procurement no later than **Wednesday**, **January 29, 2020, at 11:00 a.m. local time**. *See* Section 1.6 for mailing instructions.

Mandatory Pre-Proposal Conference : Wednesday, January 8, 2020 at 10:00 a.m. local time. *See* Section 1.3, of this RFP for the location of the Pre Proposal Conference.

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

### CAUTION

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

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

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

36308673.1

## NOTICE TO CONTRACTORS

Sealed Proposals will be received by the Town of Southwest Ranches, Florida ("Town"), in the Budget and Procurement office, 13400 Griffin Road, Southwest Ranches, Florida, 33330, up to 11:00 a.m., local time, and opened in the Grand Oak Conference Room on Wednesday, January 29, 2020, for all material, labor, equipment and supplies necessary for:

## TOWN-WIDE FACILITIES MAINTENANCE SERVICES

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

http://southwestranches.org/procurement.

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

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

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

The Mandatory Pre-Proposal Conference will be held on Wednesday, January 8, 2020 at 10:00 a.m., in the Grand Oak Conference Room, 13400 Griffin Road, Southwest Ranches, Florida 33330.

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

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

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

36182297.1 36308673.1

## CONTRACT DATA

Contract Title:	Town-Wide Facilities Maintenance Services
Contract Number:	RFP No.: 20-005
Contract Owner:	Town of Southwest Ranches
Contract Address:	13400 Griffin Road Southwest Ranches, FL 33330
Owner's Representative:	Andrew D. Berns, Town Administrator 13400 Griffin Road Southwest Ranches, FL 33330 Phone: 954-434-0008 Fax: 954-434-1490
Designated Contract Manager:	December Lauretano-Haines, Parks Recreation and Open Space Manager 13400 Griffin Road Southwest Ranches, FL 33330 Phone: 954-434-0008 Fax: 954-434-1490

# TABLE OF CONTENTS

SECTI	ION 1 GENERAL INFORMATION	1
1.1	ISSUING OFFICE	
1.2	PURPOSE OF THE PROJECT	
1.3	MANDATORY PRE-PROPOSAL CONFERENCE	1
1.4	QUALIFICATIONS OF PROPOSERS	2
1.5	OPPORTUNITY OFFERED	2
1.6	TIMETABLE	3
1.7	PROPOSAL SUBMISSION	3
1.8	CONTACT PERSON	4
1.9	ADDITIONAL INFORMATION/AMENDMENT(S)	5
1.10	PROCUREMENT CODE	5
1.11	CONE OF SILENCE	6
1.12	PUBLIC OPENING	6
1.13	DISCLAIMER	7
SECT	ION 2 TERMS AND CONDITIONS	7
2.1	ADHERENCE TO REQUIREMENTS	7
2.2	PROPOSAL FORMAT AND CONTENT	
2.	2.1 Technical Proposal	7
2.3	PROPOSAL SCHEDULE	
2.4	MODIFIED PROPOSAL	8
2.5	WITHDRAWAL OF PROPOSAL	
2.6	LATE PROPOSAL; LATE MODIFIED PROPOSAL	
2.7	RFP POSTPONEMENT/CANCELLATION	
2.8	COSTS INCURRED BY PROPOSER	9
2.9	PROPRIETARY/CONFIDENTIAL INFORMATION	9
2.10	RIGHT TO PROTEST	
2.11	RULES; REGULATIONS; LICENSING REQUIREMENTS	
2.12	EVALUATION OF PROPOSALS	
2.13	PROFESSIONAL ORGANIZATIONS 1	0
2.14	CONTRACT AWARD	1
2.15	WRITTEN CONTRACT 1	
2.16	ASSIGNMENT1	1
2.17	CANCELLATION	
2.18	RELATION TO PARTIES 1	
2.19	COMPLIANCE WITH LAW	2
2.20	WAIVER OF LIABILITY	
2.21	INDEMNIFICATION	
2.22	SECONDARY/OTHER VENDORS	
2.23	DEFAULT PROVISION	
2.24	GOVERNING LAW	
2.25	DISPUTES	
2.26	REMEDIES FOR BREACH	

2.27	PU	BLIC RECORDS LAW	13
2.28	CO	NTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S	
BUS	SINESS	SENTERPRISES, AND LABOR SURPLUS AREA FIRMS	14
2.29	CO	NTRACT PROVISIONS	15
	2.29.1	Agreement	15
	2.29.2	Authorization to Sign	15
2.30	LIC	ENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE	
2.31	INS	URANCE REQUIREMENTS	15
2.32	INS	URANCE COVERAGE	16
2.33	SEC	CURITY AND BONDING REQUIREMENTS	17
2.34		MMENCEMENT OF WORK	
2.35	NO	N-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY	18
2.36		CLOSURE OF OWNERSHIP INTEREST	
2.37		NFLICT OF INTEREST	
2.38		BLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO	
TRA		T BUSINESS WITH PUBLIC ENTITIES	18
SEC		3 CONTRACT	10
SEC	TION	5 CONTRACT	19
3.1		IT PRICES	
3.2	CO	NTRACT DOCUMENTS	19
3.3	-	ANGES IN THE WORK	
3.4	CH	ANGE IN THE CONTRACT PRICE OR CONTRACT TIME	20
	3.4.1	Change Order	20
	3.4.2	Unit Prices	
3.5	WA	RRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTAN	<b>JCE</b>
OF I	DEFEC	TIVE WORK	
	3.5.1	Owner May Stop the Work	21
	3.5.2	Correction or Removal of Defective Work	21
	3.5.3	Acceptance of Defective Work	21
	3.5.4	Town May Correct Defective Work	21
	3.5.5	Contractor's Failure to Perform	21
	3.5.6	Termination for Convenience	22
3.6	PA	YMENT	22
3.7	ME	THOD OF PAYMENT	22
3.8	PH	YSICAL CONDITIONS	23
SEC	TION	4 RESPONSIBILITIES	23
4.1		OPOSER'S RESPONSIBILITIES	
	4.1.1	Meeting with the Town	
	4.1.2	Coordination with Town	
	4.1.3	On Call	
	4.1.4	Supervision of Work	
	4.1.5	Communication	
	4.1.6	Completion of Task	
	4.1.7	Additional Services	24

	4.1.8	Repairs	24
	4.1.9	Staging	24
	4.1.10	Force Majeure	24
	4.1.11	Emergency	
	4.1.12	Safety Precautions	25
	4.1.13	Uniforms	
	4.1.14	Disposal	
	4.1.15	Debris Removal	
	4.1.16	Vandalism	
	4.1.17	Traffic	-
	4.1.18	Sub-Contractor	-
	4.1.19	Site Conditions	
	4.1.20	Loss Prevention	
	4.1.21	Sales Tax	
	4.1.22	Equipment	
	4.1.23	Equipment Storage and Mobilization	
	4.1.24	Damage by Contractor	
	4.1.25	Contractor's Personnel	
	4.1.26 4.1.27	Contractor's Vehicles	
		Chemicals	
	4.1.28	Site Supervisor	
SEC	CTION 5	SCOPE OF SERVICES	28
5.1	PRC	DIECT LIMITS	28
5.2		DITIONS OR DELETIONS OF MAINTENANCE AREA	
5.3	QUA	ALIFICATIONS	28
5.4	QUA	ANTITY AND FREQUENCY OF MAINTENANCE SERVICES	29
5.5		INTENANCE AND FREQUENCY STANDARDS	
5.6	GEN	VERAL FACILITIES MAINTENANCE REQUIREMENTS	
	5.6.1	Interior Maintenance	29
	5.6.2	Exterior Maintenance	
	5.6.3	Other Routine and Incidental Maintenance	
	5.6.4	Security/Daily Opening and Closing	30
SEC	CTION 6	5 MAINTENANCE SERVICE CATEGORIES	30
SEC	CTION 7	DEFINITIONS	34
APF	PENDIX	"A" PROPOSAL RESPONSE FORM	36
APF	PENDIX	B- PROPOSAL SCHEDULE	47
APF	PENDIX	C- DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT	49
		D- DRUG FREE WORKPLACE	
			-
		E SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A) FLORIDA S ON PUBLIC ENTITY CRIMES	

APPENDIX F NON-COLLUSION AFFIDAVIT	56
APPENDIX G OFFEROR'S QUALIFICATION STATEMENT	58
APPENDIX H OFFEROR'S CERTIFICATION WHEN OFFEROR IS AN INDIVIDUAL	63
APPENDIX I OFFEROR'S CERTIFICATION WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME	64
APPENDIX J OFFEROR'S CERTIFICATION WHEN OFFEROR IS A PARTNERSHIP	65
APPENDIX K OFFEROR'S CERTIFICATION WHEN OFFEROR IS A CORPORATION, LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY	66
APPENDIX L CERTIFICATE OF AUTHORITY (IF INDIVIDUAL/SOLE PROPRIETOR)	67
APPENDIX M CERTIFICATE OF AUTHORITY (IF CORPORATION OR LIMITED LIABILITY COMPANY)	68
APPENDIX N CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)	69
APPENDIX O CERTIFICATE OF AUTHORITY (IF JOINT VENTURE)	70
APPENDIX P PROPOSAL BOND	71
APPENDIX Q GOVERNMENTAL CONTACT INFORMATION	73
APPENDIX R ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARD	$S_{74}$
APPENDIX S PROPOSER CONFIRMATION OF QUALIFICATIONS	
APPENDIX T PROPOSER EXPERIENCE QUESTIONNAIRE	
APPENDIX U SUB-CONTRACTOR LIST	
APPENDIX V ACKNOWLEDGEMENT OF ADDENDA	
APPENDIX W LIABILITY CLAIMS	
APPENDIX X W-9	
APPENDIX Y PROOF OF INSURANCE	
APPENDIX Z ANTI-LOBBYING CERTIFICATION FORM	
APPENDIX AA STATEMENT OF NO RESPONSE	85
APPENDIX BB OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS (2 CFR 200 COMPLIANCE)	
EXHIBIT "A"	91

## SECTION 1 GENERAL INFORMATION

## **1.1 ISSUING OFFICE**

This Request for Proposals ("RFP") is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (the "Town"), by and through its Procurement Department (the "Department"). The Department is the sole point of contact concerning this RFP. All communications regarding this RFP must be done through the Department (*See* Section 1.7, Contact Person).

## **1.2 PURPOSE OF THE PROJECT**

The Department is soliciting proposals from qualified and experienced firms for all material, labor, tools, equipment, machinery and supplies necessary for town-wide facilities maintenance services.

The Department is soliciting proposals from qualified and experienced firms for the Town-wide Facilities Maintenance Services including the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this RFP, shall include, but is not limited to litter, trash, janitorial services, trail maintenance, daily park opening and closing services, pressure cleaning, repair park equipment, playground surface replacement, equipment inspection and reports, emergency preparedness services, posting of notices, raking, sweeping, debris removal and proper disposal, and miscellaneous Code Enforcement maintenance services and other work as described herein.

# 1.3 MANDATORY PRE-PROPOSAL CONFERENCE

All Proposers are **required** to have a representative attend a Mandatory Pre-Proposal Conference, which will be held in the Town's Grand Oak Conference Room or Council Chambers located at Town Hall on **Wednesday**, **January 8**, **2020** at **10:00** a.m. local time.

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

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

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

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

## 1.4 QUALIFICATIONS OF PROPOSERS

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

All work shall comply with the American National Standards Institute (ANSI) safety standards. Additionally, each member of Contractor's staff shall be trained in the safety practices required for the job they perform. The Contractor shall ensure staff is knowledgeable about known potential hazards related to their job and the corresponding emergency action plan required. The Town shall require documentation, verifying each staff member has received and understood the training required by this paragraph. The contractor shall prepare and maintain records which contain the identity of each of its employees serving this contract, dates of training, and the means used to verify that the employee understood the training. The contractor shall assure that each of its employees follows the safety rules and safe work practices set forth by OSHA for the working environments comprising this contract.

Proposer's site supervisor must:

- A. Demonstrate competency in building evaluations including: structure, exterior, and interior;
- B. Demonstrate ability to manage service/repair requests;
- C. Demonstrate ability to evaluate site furnishings and equipment;
- D. Demonstrate an ability to manage maintenance and cleaning of site furnishings and equipment.

## **1.5 OPPORTUNITY OFFERED**

The initial contract for services ("Contract") is for a five (5) year term. The Contract may be renewed upon mutual agreement of the parties, subject to the terms and conditions of the Contract. Extensions of the Contract may not exceed ten (10) years.

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

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

# **1.6 TIMETABLE**

Activity	Date, Time and Location
RFP available for download on website	On or about: December 13, 2019 at:
	http://southwestranches.org/procurement
Mandatory Pre-Proposal Conference	10:00 a.m. local time, on Wednesday, January
	8, 2020 at Town's Grand Oak Conference
	Room located at Town Hall.
Deadline for Submission of Written	Wednesday, January 22, 2020, the Budget and
Comments/Questions	Procurement Office, 13400 Griffin Road,
	Southwest Ranches, FL 33330.
Deadline for Submission of Proposals	11:00 a.m. local time, on Wednesday,
	January 29, 2020, at the Procurement Office,
	13400 Griffin Road, Southwest Ranches, FL
	33330.
Public Opening	11:00 a.m. local time, on Wednesday,
	January 29, 2020, at the Town's Grand Oak
	Conference Room or Council Chambers
	located at the Town Hall.
Selection Committee meeting(s); and	Tuesday, February 4, 2020, 1:00 p.m.
	Wednesday, February 5, 2020, beginning at
Oral Presentations (by invitation, if	1:00 p.m.
necessary)	
Award Date	February 27, 2020

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

\*The Town reserves the right to modify the timetable. Upon modification of the Timetable, notice will be provided to all proposers.

# 1.7 PROPOSAL SUBMISSION

Proposals must be accompanied by a Cashier's Check or Proposal Bond made payable to the Town of Southwest Ranches in an amount not less than five percent (5%) of the base Proposal to guarantee a contract is promptly executed, Payment Bond, Performance Bond and Insurance Certificates are furnished. The return of Cashier's Checks or other cash security to Proposers shall be subject to the time periods for payment in the Florida Prompt Payment Act, Section 287.70, *et seq.* It is anticipated that Proposals will be opened at 11:00 a.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on Wednesday, January 29, 2020.

All proposals must be submitted on  $8\frac{1}{2}$ " x 11" inch size paper. One (1) unbound original and six (6) bound hard copies of the complete proposal must be received by the Town no later than 11:00 a.m. local time on Wednesday, January 29, 2020. Proposer must also submit an electronic copy of the proposal on a CD or flash drive in a PDF or similar format. Refer to Section 3 for specific

details. The original and all copies must be submitted in a sealed envelope or container. Proposer's *complete return address* must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

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

RFP No.: 20-005 Town-wide Facilities Maintenance Services

Due Date: January 29, 2020

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

Proposer is responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring the required address information appears on the outer wrapper or envelope.

The Proposal Response Forms, located in the appendices, must be signed by an officer of the proposing entity or other authorized person ("Authorized Person").

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

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

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

## **1.8 CONTACT PERSON**

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

Venessa Redman, Sr. Procurement & Budget Officer 13400 Griffin Road Southwest Ranches, Florida 33330 Phone: 954-434-0008 Ext. 7467

36308673.1

April 24, 2025 Regular Meeting

Fax: (954) 434-1490 Email: vredman@southwestranches.org

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

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e-mail, or U.S. Mail no later than Wednesday, January 22, 2020, to the address listed in this RFP Timetable (*See* Section 1.6) or fax number or e-mail address listed for the Contact Person (*See* Section 1.7). The request must contain the proposer's name, address, phone number, facsimile number and e-mail address.

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

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

It is the sole responsibility of the proposer to routinely check for any amendments which may have been issued prior to the deadline for submission of proposals. The Town shall not be responsible for the completeness of any RFP package not downloaded from this website or purchased directly from the Department. A proposer may verify with the designated Contact Person (*See* Section 1.7), that proposer has received all amendments to this RFP prior to the submission of its proposal.

Proposers should not rely on any oral representations, statements or explanations other than those made by this RFP or a formal amendment to RFP.

## **1.10 PROCUREMENT CODE**

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

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

## 1.11 CONE OF SILENCE

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

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

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

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

## **1.12 PUBLIC OPENING**

A public opening, of Proposals, will take place on Wednesday, January 29, 2020, at 11:00 a.m. local time in the Town Grand Oak Conference Room.

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

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

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

## 1.13 DISCLAIMER

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

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

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

## SECTION 2 TERMS AND CONDITIONS

## 2.1 ADHERENCE TO REQUIREMENTS

Proposer guarantees its commitment, compliance, and adherence to all requirements of this RFP by submission of its proposals.

## 2.2 PROPOSAL FORMAT AND CONTENT

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

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

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

7

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

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

## 2.3 **PROPOSAL SCHEDULE**

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

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

# 2.4 MODIFIED PROPOSAL

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

# 2.5 WITHDRAWAL OF PROPOSAL

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

# 2.6 LATE PROPOSAL; LATE MODIFIED PROPOSAL

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

## 2.7 RFP POSTPONEMENT/CANCELLATION

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

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

## 2.8 COSTS INCURRED BY PROPOSER

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

## 2.9 PROPRIETARY/CONFIDENTIAL INFORMATION

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

## 2.10 RIGHT TO PROTEST

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

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

## 2.11 RULES; REGULATIONS; LICENSING REQUIREMENTS

Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposer is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations which may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by

Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

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

## 2.12 EVALUATION OF PROPOSALS

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

Evaluation Criteria	Points
1. Price (Proposal Forms);	40
2. Experience and tenure of Proposer's assigned Project Manager or Work Crew Supervisor relative to this Proposal for Town Wide Facilities Maintenance Services and demonstrated ability to comply with the requirements of 2 CFR 200;	25
3. Proposed Management Plan for the Town, including commitment of dedicated crews and equipment, structure of services to be provided, including table of organization and auxiliary services offered;	10
4. Past and present performance including information disclosed by references;	10
5. Price of auxiliary services from Maintenance Proposal: Price List by Service;	10
6. Professional certifications and memberships.	5
TOTAL POINTS	100

Proposals shall be evaluated based on the following point system:

# 2.13 PROFESSIONAL ORGANIZATIONS

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

A. International Facility Management Association (IFMA);

- B. National Recreation and Park Association (NRPA);
- C. Florida Recreation and Park Association (FRPA).

Additional weight will be given to Contractors whose employees hold any or all of the following licenses or certifications:

- A. Certified Playground Safety Inspector issued by the National Program for Playground Safety.
- B. Certified Outdoor Play Inspector issued by the National Program for Playground Safety.
- C. Facility Management Professional issued by the International Facility Management Association (IFMA).
- D. Certified Facility Manager issued by the International Facility Management Association (IFMA).
- E. Sustainability Facility Professional issued by the International Facility Management Association (IFMA).

## 2.14 CONTRACT AWARD

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

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

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

## 2.15 WRITTEN CONTRACT

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

## 2.16 ASSIGNMENT

This RFP and any contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger,

consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Proposer, and Proposer may not, either directly or indirectly, assign its rights or delegate its obligations to the Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

## 2.17 CANCELLATION

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

## 2.18 RELATION TO PARTIES

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

## 2.19 COMPLIANCE WITH LAW

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

## 2.20 WAIVER OF LIABILITY

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

## 2.21 INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorneys' fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Proposer and persons employed or utilized by Proposer in the performance of the Contract or anyone else for whose actions Proposer may be responsible, regardless of the partial fault of any party indemnified hereunder.

## 2.22 SECONDARY/OTHER VENDORS

36308673.1

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

## 2.23 DEFAULT PROVISION

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

## 2.24 GOVERNING LAW

The validity of this RFP and the Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida. The location of any action or proceeding commenced under, pursuant, or relating to this RFP or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

## 2.25 **DISPUTES**

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

## 2.26 REMEDIES FOR BREACH

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

## 2.27 PUBLIC RECORDS LAW

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

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

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

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

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

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

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

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

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

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

## 2.29 CONTRACT PROVISIONS

2.29.1 <u>Agreement</u>. The selected proposer will be required to execute a contract in a form and substance similar to the attached example agreement (Exhibit "A"), subject to negotiated exceptions.

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

## 2.30 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

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

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

# 2.31 INSURANCE REQUIREMENTS

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

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

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

and

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

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

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

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

Proposer is required to submit a list of claims presently outstanding and claims within the past ten (10) years against its liability coverage. This information must be provided by and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

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

## 2.32 INSURANCE COVERAGE

The selected proposer will maintain, during the period of the contract, minimum insurance coverage as follows:

(a) <u>Worker's Compensation and Employer's Liability Insurance.</u> Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Proposer shall carry Worker's Compensation Insurance with

the statutory limits, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

- (b) <u>Comprehensive General Liability Insurance</u> Proposer shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO). and the policy must include coverage's for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- (c) <u>Comprehensive Automobile Liability Insurance.</u> Proposer shall carry business automobile liability insurance with minimum limits listed below. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

\$500,000	Combined Single Limit, Bodily
	Injury and Property Damage
	Liability per occurrence

# 2.33 SECURITY AND BONDING REQUIREMENTS

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

# 2.34 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any Proposer by virtue of this RFP or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any

work conducted by a Proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

## 2.35 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

## 2.36 DISCLOSURE OF OWNERSHIP INTEREST

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

## 2.37 CONFLICT OF INTEREST

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

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

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

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

Proposer shall complete the attached Sworn Statement on Public Entity Crimes (Appendix "E"), and submit it with its proposal.

## SECTION 3 CONTRACT

## 3.1 UNIT PRICES

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

## **3.2 CONTRACT DOCUMENTS**

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

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

# 3.3 CHANGES IN THE WORK

Without invalidating the Contract and without notice to any surety, the Town may, issue a Change Order or Change Directive. Upon receipt of a Change Order or written Change Directive,

Contractor shall promptly proceed with the Work included in the Change Order or Change Directive.

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

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

## 3.4 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

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

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

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

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

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

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

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

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

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

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

3.5.4 <u>Town May Correct Defective Work</u>. If the Town issues notice, requiring correction of defective work and Contractor fails to do so within twenty four (24) hours of notice, the Town may take all action necessary to correct the defect. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously. The Town reserves the right to deduct the cost to correct unacceptable workmanship along with \$100 per hour administrative costs from the Contractor's monthly invoice. Unacceptable work shall be deducted from the monthly invoice based on line items in the Proposal Forms.

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

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

# 3.6 PAYMENT

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

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

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

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

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

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

# 3.7 METHOD OF PAYMENT

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

# 3.8 PHYSICAL CONDITIONS

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

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

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

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

## SECTION 4 RESPONSIBILITIES

# 4.1 **PROPOSER'S RESPONSIBILITIES**

4.1.1 <u>Meeting with the Town.</u> The Contractor's President/Chief Operating Officer must be available to attend meetings with the Town and/or it's designee within 24 hours of notification.

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

4.1.3 <u>On Call.</u> The Contractor, or an employee of the Contractor approved by the Town, must be on 24 hour call, at all times, for emergency purposes.

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

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

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

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

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

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

4.1.10 <u>Force Majeure.</u> In the event of an emergency including but not limited to: storm, tornado, hurricane, auto accident, or any other emergency, the contractor shall be available on a first priority basis (within 24 hours).

4.1.11 <u>Emergency</u>. 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.

24

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

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

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

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

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

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

4.1.18 <u>Sub-Contractor</u>. If the Proposer intends to use sub-contractors to perform any work pursuant to the RFP, the sub-contractors are subject to prior approval by the Town. Proposer shall be fully responsible to the Town for all acts and omissions of any sub-contractors, suppliers, other persons and organizations performing or furnishing any of the Work under the Contract to the same extent in which Proposer is responsible for Proposer's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-

contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

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

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

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

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

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

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

4.1.25 <u>Contractor's Personnel.</u> 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. Contactor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on Town premises. (*See* Drug-Free Workplace Certification Form).

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

4.1.27 <u>Chemicals.</u> 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. <u>List.</u> 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. <u>Records.</u> Records must be kept and retained (with copies provided to the Town's Designee along with the monthly invoice) as prescribed by law for the use of pesticides of all operations stating dates, times, methods of applications, chemical formulations, applicators names and weather conditions.
- C. <u>Application</u>. 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. <u>Caution</u>. No chemical with a signal word higher than caution shall be used at any time.
- E. <u>Flags.</u> It is also required that when applying any chemicals to areas of heavy pedestrian traffic, spray application warning flags shall be utilized to designate areas in clear sight and removed within 24 hours once sufficient time period has elapsed.
- F. <u>Indemnification</u>. The hold harmless and indemnification provisions of this RFP shall be applicable to any damages to persons and/or property arising out of or in connection with Contractor's use of chemicals, as a result of a contract award.
- 4.1.28 <u>Site Supervisor.</u> Must:

- A. Demonstrate knowledge evaluating building structures, exteriors, and permanent interiors.
- B. Demonstrate ability to manage service/repair requests, and maintenance, requirements of the Town's Facilities.
- C. Demonstrate ability to evaluate site furnishings and equipment performance.
- D. Demonstrate ability to manage the maintenance and cleaning of site furnishings and equipment.

# SECTION 5 SCOPE OF SERVICES

# 5.1 **PROJECT LIMITS**

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

# 5.2 ADDITIONS OR DELETIONS OF MAINTENANCE AREA

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

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

# 5.3 QUALIFICATIONS

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

All work to comply with current A.N.S.I. Standards. Additionally, each member of Contractor's proposed personnel shall be trained in the work practices necessary to perform his/her job. The

Contractor shall assure that its employees are instructed in the known potential hazards related to his/her job and the processes and applicable provisions of any emergency action plan required. The contractor shall document that each of its employees has received and understood the training required by this paragraph. The contractor shall prepare and maintain records which contain the identity of each of its employees serving this contract, dates of training, and the means used to verify that the employee understood the training. The contractor shall assure that each of its employees follows the safety rules and safe work practices set forth by OSHA for the working environments comprising this contract.

# 5.4 QUANTITY AND FREQUENCY OF MAINTENANCE SERVICES

Areas specified in this contract shall be maintained in accordance with frequencies set forth in the Maintenance Frequencies herein.

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

# 5.5 MAINTENANCE AND FREQUENCY STANDARDS

On the contract commencement date, as part of Contractor's complete written proposal, Contractor shall submit a written proposal of his plan for accomplishing the required work.

Each maintenance cycle is to be completed prior to commencement of the next cycle. All maintenance shall be completed within limits worked at the conclusion of the work day. Contractor shall leave work sites clean and ready for use. The Contractor shall exercise the necessary care to preclude any source of litter by his operations. The Contractor shall exercise the necessary care to preclude any source of litter by his operations.

# 5.6 GENERAL FACILITIES MAINTENANCE REQUIREMENTS

Contractor shall maintain the Town facilities as required in the Maintenance Categories specified below, at the frequency rates prescribed in the Scope of Services – Maintenance Frequencies, including:

5.6.1 <u>Interior Maintenance</u>. As set forth below, inspection and routine maintenance service for all interior facilities and systems.

5.6.2 <u>Exterior Maintenance</u>. As set forth below, inspection and routine maintenance of facilities' exteriors and surrounding grounds, including but not limited to paint, glass, signs, site furnishings, fencing, windows, and lighting; and repair or reporting to Town of same as described herein or as needed.

5.6.3 <u>Other Routine and Incidental Maintenance</u>. As set forth below, routine or incidental interior and/or exterior facilities maintenance tasks to be performed on schedule or as need arises.

5.6.4 <u>Security/Daily Opening and Closing:</u> The Contractor is responsible for daily (7 days per week) opening and closing (lock-up) of public access areas of parks, including main gates, trail gates, and restrooms, currently included or anticipated for inclusion within the Contract Term (one half hour after sunrise and one half hour before sunset). The Contractor shall be responsible for the safety and security of all facilities, including but not limited to daily opening and closing of all public access areas, daily inspection and weekly reporting.

# SECTION 6 MAINTENANCE SERVICE CATEGORIES

Maintenance as defined for the purposes of this procurement shall include but not be limited to the following and shall be performed during each maintenance visit or as specified in the Scope of Services – Maintenance Frequencies schedule (Exceptions to the specified schedule may be granted by the Town's Designee.):

# 6.1 INTERIOR MAINTENANCE

- 6.1.1 Restroom cleaning with germicidal disinfectant shall include walls, floors, and fixtures;
- 6.1.2 Refill paper products, and soap dispensers with supplies furnished by the Town;
- 6.1.3 Empty all trash receptacles and dispose of debris in dumpster or solid waste pickup toters;
- 6.1.4 Vacuuming, carpet and furniture upholstery;
- 6.1.5 Dusting;
- 6.1.6 Base-board cleaning;
- 6.1.7 Clean appliances;
- 6.1.8 Polish Wood;
- 6.1.9 Clean ceiling fans and light fixtures;
- 6.1.10 Preparation of supply inventory and order requisitions, deliver supplies to site, and stock supply closet;
- 6.1.11 Damp and dry mopping;

- 6.1.12 Floor maintenance: polish concrete and vinyl flooring. Strip, polish, wax and/or refurbish vinyl composite flooring (VCT);
- 6.1.13 Ceiling maintenance and tile replacement;
- 6.1.14 Drywall repairs; and
- 6.1.15 Unclog Drains.

## 6.2 EXTERIOR MAINTENANCE

- 6.2.1 Recreational Equipment Maintenance and Reporting:
  - 6.2.1.a. The Contractor shall perform routine daily inspections of each playground, fitness circuit, recreational amenity and shall provide inspection report forms for each inspection. Completed inspection report forms shall be submitted to the Town's Designee on a weekly basis, unless otherwise noted below.
  - 6.2.1.b. Contractor shall perform routine daily inspections of each amenity to determine if there are any obvious safety concerns or vandalism. Remove glass, trash, debris and rake wood surface material back into the fall zones of the equipment. Sweep walkways to ensure removal of slip or fall hazards.
  - 6.2.1.c. Contractor shall inspect each piece of equipment for safety concerns or vandalism, twisted swing chairs, swing seat damage, protruding hardware, exposed concrete footers, loose rails, stairs, bolts, improperly closed loop components, depth of loose fill surfacing material, sharp points, missing or damaged protective caps, trip hazards, user modifications to equipment (such as string or rope tied to equipment, swings looped over rails, etc.), entrapment hazards and any potentially hazardous condition.
  - 6.2.1.d. Contractor shall report any component determined to be unsafe, damaged, vandalized or which presents a safety concern by telephone within one (1) hour of discovery.
  - 6.2.1.e. Contractor shall render such components temporarily unusable by barricading affected areas from public use, and maintain barricades daily until repairs are completed.
  - 6.2.1.f. When Contractor determines the existence of an unsafe or hazardous condition, Contractor shall provide an inspection form on the same business day the condition is discovered.

- 6.2.1.g. Items of Incidental repair/replacement for damage or vandalism will be performed on an "as needed" basis.
- 6.2.1.h. Unpainted surfaces of equipment or site furnishings shall be pressure cleaned or washed as per the frequencies set forth within the Scope of Services Maintenance Frequencies.
- 6.2.1.i. Contractor shall notify the Town in writing of the need for replenishment of surface material. Surface material shall be replenished with, Town-approved, engineered wood fiber product or an equivalent product. These services shall be provided as an add/alternate line item.
- 6.2.2. Contractor shall clean Drinking Fountains with a germicidal disinfectant on a weekly basis or as necessary.
- 6.2.3. Coordination of waste removal: Place pickup toters curbside within the park for pick up by Town's solid waste hauler and subsequently return toters to storage area prior to the end of the workday.
- 6.2.4. Grounds cleaning, litter, debris, and trash removal.
- 6.2.5. Sidewalk and parking lot Sweeping and/or Cleaning.
- 6.2.6. Equestrian Rings/Trail Maintenance (monthly).
  - 6.2.6.a.On a monthly basis, Contractor will level the surface of the Trails Show and Practice Rings by dragging. Additional dragging maintenance may be requested with forty-eight (48) hour notice.
- 6.2.7. Pressure Cleaning of site structures, furnishings, fences, playground equipment, recreational equipment, signs, sidewalks and other structures, as set forth herein or as directed by Town's designee:
  - 6.2.7.a. Fencing and site structures shall be pressure cleaned or washed on all sides using a mixture of water and chemical to remove any and all extraneous materials including mineral deposits.
- 6.2.8. Shade structures Prior to tropical storm warnings and/or tropical storm force winds, the contractor will coordinate with the Town to remove, store, and re-install the shade canvas above structures.
- 6.2.9. Concrete, brick paver cleaning and sealing.
- 6.2.10. Screen and fence enclosure cleaning.
- 6.2.11. Occasional debris removal and haul-away services.

## 6.3 OTHER ROUTINE AND INCIDENTAL MAINTENANCE

- 6.3.1. Inspection of all facilities and facility systems including but not limited to buildings, site furnishings, fencing, air-conditioning units, time clocks, lights, waste disposal, electricity, and water.
- 6.3.2. Incidence of damage/vandalism will be reported to the Town's Designee within two (2) hours. Repair services for damage/vandalism will be based upon labor rates included and materials rates to be proposed separately.
  - 6.3.2.a. Graffiti inspections and cleaning each maintenance visit.
  - 6.3.2.b. Graffiti removal and repainting, (paint provided by the Town).
- 6.3.3. Establish and manage Recycling program.
- 6.3.4. Lighting and lighting time clock Maintenance.
  - 6.3.4.a. The Contractor shall monitor all lighting, replacement bulbs and/or lenses supplied by the Town.
  - 6.3.4.b. Contractor shall be responsible to ensure proper daily operation of time clocks which control the building lighting system. Regular verification that time clocks are accurate is required.
- 6.3.5. Vent cleaning.
- 6.3.6. Window washing.
- 6.3.7. Air Conditioner Filter cleaning or replacement.
- 6.3.8. Pre-private party or Town event set-up.
- 6.3.9. Post-private party or Town event clean-up.
- 6.3.10. Private party Attendant Services: on-site staffing to ensure compliance with policies, procedures and reporting.
- 6.3.11. Bulletin Board maintenance; notice posting.
- 6.3.12. Storm clean up.
- 6.3.13. 24/7 Emergency Services.
- 6.3.14. Installation, removal, assembly and disassembly of site furnishings and appliances.

6.3.15. Construction clean-up.

6.3.16. Interior/exterior repairs, handyman and carpentry services as needed.

6.3.17. Painting.

# 6.4. MISCELLANEOUS CODE ENFORCEMENT MAINTENANCE REQUIREMENTS:

At the Request of Town's Designee, Contractor shall provide services including debris removal, at designated properties under Enforcement Action. All Code Enforcement maintenance shall be performed at attached unit prices and require 4" X 6" color before and after photos.

1. <u>Debris Removal</u>: When debris removal is required as directed by Code or Town Designee, Contractor shall remove and properly dispose of items required to be removed on a per cubic yard basis, documenting work with before and after photos.

## SECTION 7 DEFINITIONS

<u>ADDENDA</u>. Written or graphic instruments which clarify, correct or revise the proposal documents or the Contract Documents for Request for Proposal 20-005.

<u>PROPOSAL</u>. The offer or proposal to perform all services required in Request for Proposal 20-005.

BIMONTHLY MAINTENANCE. Maintenance performed twice a month.

BIWEEKLY MAINTENANCE. Maintenance performed twice a week.

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

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

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

<u>CONTRACT.</u> 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.

<u>CONTRACT DOCUMENTS.</u> 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.

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

<u>CONTRACTOR</u>. The person or entity with whom Town has entered into the Contract with for performance of the Work, as described in RFP 20-005.

DAY. Shall mean calendar day, unless otherwise specified.

<u>DEFECTIVE.</u> 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.

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

<u>EMERGENCY PREPAREDNESS SERVICES.</u> Seasonal hurricane and disaster preparedness including but, not limited to securing or removal of park equipment and replacement following the storm's passing.

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

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

<u>LITTER REMOVAL.</u> 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.

<u>NOTICE POSTING.</u> Routine posting of notices and events on Town bulletin boards

<u>PRIVATE PARTY ATTENDANT SERVICES.</u> Services including but not limited to on site staffing for private parties at park facilities to ensure adherence with park policies, procedures, and timely conclusion of events.

<u>PRESSURE CLEANING.</u> A process utilizing chemicals and water to clean structures and fences. Proposer must supply water.

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

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

<u>SERVICE CATEGORY.</u> 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:

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

<u>SITE.</u> An area of ground within the Town, requiring maintenance. (e.g. "Sunshine Ranches Equestrian Park").

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

TOWN. Town of Southwest Ranches, Florida.

<u>TRASH RECEPTACLE</u>. 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.

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

## APPENDIX "A" PROPOSAL RESPONSE FORM

## TOWN-WIDE FACILITIES MAINTENANCE SERVICES (RFP No. 20-005)

\*\*This signature page must be completed by an Authorized Person (See Section 1.7 of RFP)\*\*

Type or print proposer's contact information below:

Name:		
Title:		
Company Name:		
Address:		
City/State/ZIP:		
Telephone No	Fax No:	
Signature:		
***You must affix a corporate seal or have notarized.***	the signature on this Proposal Respo	nse Form
(Corp. Seal)		
OR:		
BEFORE ME the undersigned on this personally appeared who has produced oath. STATE OF	, who is personally know	n to me or
	(Signature of Notary)	
COUNTY OF	(Notary's Printed Name)	_
My Commission Expires:		

# ZONES / LOCATIONS / MAINTENANCE SERVICE CATEGORIES / FREQUENCIES SERVICECATEGORY D: PARKS AND OTHER FACILITIES MAINTENANCE – ZONES 33-43

Zone #	Location/Zone Name	Size	Amenities Subject to Maintenance*	Maintenance Service Category/ies*	Frequency/ies*
D 33.	Trailside Park ("TP")	4 Acres	Benches, Picnic Pavilion, sidewalk	5.6, 6.2, 6.3, as applicable	Weekly
D 34.	Sunshine Ranches Equestrian Park ("SREP")	20 Acres	Restroom, Picnic Pavilion, Playground, Equestrian Rings (2), Parking Lot, 5416 Linear Ft. of Vinyl Fencing, Sidewalks	5.6, 6.1 - 6.3 (ALL), as applicable; Daily open and close	Daily/Weekly/ Monthly
D 35.	Calusa Corners Park ("CCP")	12 Acres	1000 Linear Ft. of Vinyl Fencing, Picnic Pavilion, Playground, Parking	5.6, 6.2, 6.3, as applicable	Daily/Weekly/ Monthly
D 36.a.	Southwest Meadows Sanctuary Park ("SWMSP")	25.5 Acres	Fencing 3 Other amenities planned	6.3	Weekly
D 36.b.	Southwest Meadows Sanctuary Park Landscape Area ("SWMSP-LS")	1 Acre	Not applicable (Included solely for continuity of Zones/locations context)	N/A	N/A
D 37.a.	Rolling Oaks Park ("ROP")	45.5 Acres	Community Room, Meeting Room, Restroom, Parking Lot, 2950 Linear Ft. of Vinyl Fencing	5.6, 6.1 - 6.3 (ALL), as applicable; Daily open and close	Daily/Weekly/ Monthly
D 37.b.	Rolling Oaks Park Butterfly Garden ("ROP-BG")	1 Acre	Fitness Circuit	5.6, 6.2, 6.3, as applicable	Daily/Weekly
D 38.	Frontier Trails Park ("FTP")	30 Acres	Fencing, Picnic Pavilion, Sidewalk	5.6, 6.2, 6.3, as applicable	Weekly
D 39.	Town Hall ("TH")	< 2 Acres	4 Approx. 10,000 Sq. Ft. Administrative Office Building w/ Meeting Chambers, Parking Lot, Sidewalks <sup>4</sup>	5.6, 6.2, 6.3, as applicable <u>, if added</u> to schedule	As needed
D 40.	Public Safety Facility ("PSF")	< 1 Acre	4 Modular and permanent buildings, Parking Lot, Sidewalks <sup>4</sup>	5.6, 6.2, 6.3, as applicable, <u>if added</u> <u>to schedule</u>	As needed

D 41.	Stirling Rd. at SW 185 Way "pocket park" ("PP")	1.6 Acres	Fencing No other amenities planned at this time	6.3 inspection and reporting	Weekly
D 42.	Country Estates Park ("CEP")	16 Acres	Restroom, Picnic Pavilion, Playground, Parking Lot, Sidewalks	5.6, 6.1 - 6.3 (ALL), as applicable; Daily open and close	Daily/Weekly/ Monthly
D 43.	Broadwing Building ("BWB")	1.77 Acres	Storage building and fencing <sup>4</sup>	5.6, 6.1-6.3, as applicable, <u>if added</u> to schedule	Monthly

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

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

- Possible future addition to Contract. As applicable based on Maintenance Service Categories needed for amenities on site; if added due to completion of construction and opening of facility to public use.
- 4. Potential for future addition to contract. As applicable based on Maintenance Service Categories needed for amenities on site; if added to Contract.

<sup>2.</sup> Probable future addition to Contract. As applicable, based on Maintenance Service Categories needed for amenities planned when added due to completion of construction and opening of facility to public use

# **MAINTENANCE FREQUENCIES\***

<u>Item #</u>	Maintenance Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Conoral Tax	vn Property Maintenance												
5.6.1. & 6.1	Interior Maintenance	Daily	/Weekl	v/ Mont	hlv								
5.6.2. & 6.2	Exterior Maintenance	2	/Weekl	/	~								
5.6.3. & 6.3	Other Routine and Incidental												
5.0.5. <b>a</b> 0.5	Maintenance	Daily	Daily/Weekly/ Monthly										
5.6.4	Security/Open and Close	Daily	Daily										
6.1 Interior	.1 Interior Maintenance												
6.1.1.	Restroom Cleaning	Daily											
6.1.2.	Dispenser refilling	Daily	(As Ne	eded)									
6.1.3.	Empty Trash Receptacles	Daily											
6.1.4.	Vacuuming	Week	ly, as a	pplicabl	le								
6.1.5.	Dusting	Week	ly										
6.1.6.	Base-board Cleaning	Mont	hly										
6.1.7.	Appliance cleaning	Mont	hly										
6.1.8.	Wood polishing	Mont	hly										
6.1.9.	Lighting & ceiling fan cleaning	Mont	hly										
6.1.10.	Supply ordering / inventory management and organization	Mont	hly (As	Needec	l)								
6.1.11.	Floor maintenance: Damp & dry mopping	Week	ly, or a	s neede	d after	events							
6.1.12.	Floor maintenance: stripping, polishing, waxing, and/or refurbishing	Quarterly (As Needed)											
6.1.13.	Ceiling maintenance and tile replacement	As No	eeded										
6.1.14.	Drywall repairs	As Needed											
6.1.15.	Unclog Drains	As No	eeded										

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

# **MAINTENANCE FREQUENCIES\***

Item #	Maintenance Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
6.2 Exteri	<u>ior Maintenance</u>												
6.2.1.	Recreational Equipment Maint.	Daily	/Weekly	/									
	and Reporting												
6.2.2.	Drinking Fountains Cleaning	Week	ly										
6.2.3.	Coordination of waste removal	Week	Weekly										
6.2.4.	Grounds Cleaning	Week	Weekly (As Needed)										
6.2.5.	Sidewalk and Parking Lot	Weekly (As Needed)											
	Sweeping and Cleaning		•										
6.2.6.	EQ Rings/Trails Maint.	Bimo	nthly										
6.2.7.	Pressure Cleaning of Site	Quart	erly (As	s Neede	ed)								
	Structures and Furnishings		-										
6.2.8.	Shade Structures	As No	eeded										
6.2.9.	Cement, Brick Paver Cleaning &	Quart	erly (As	s Neede	ed)								
	Sealing		-										
6.2.10.	Screen and Fenced Enclosure	Quart	erly (As	s Neede	ed)								
	Cleaning												
6.2.11.	Debris Haul Away	As No	eeded										

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

# **MAINTENANCE FREQUENCIES\***

Item #	Maintenance Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
6.3. Other	r Routine and Incidental Maintenance												
6.3.1.	Facility Inspections	Daily	Weekl	у									
6.3.2	Damage/Vandalism/Graffiti Reporting/Repair	Daily	/Weekl	у									
6.3.3.	Recycling Program Establishment and Management	Week	Weekly										
6.3.4.	Lighting/Time Clock Maintenance	Week	dy										
6.3.5.	Vent Cleaning	Week	dy										
6.3.6.	Window Washing	Mont	hly										
6.3.7.	A/C Filter Cleaning or Replacement	Mont	hly										
6.3.8.	Pre Party & Town Event Setup	Per E	vent										
6.3.9.	Private Party & Town Event Clean-	Per E	vent										
	up												
6.3.10.	Private Party Attendant Services	Per E	vent										
6.3.11.	Bulletin Board Maint./Notice Posting	As N	eeded										
6.3.12.	Storm Clean-up	As N	eeded										
6.3.13	24/7 Emergency Services	As N	eeded										
6.3.14	Installation, removal, assembly and disassembly of site furnishings and appliances	As N	eeded										
6.3.15	Construction Clean-up	As N	eeded										
6.3.16	Repair/Handyman/Carpentry	As N	eeded										
	Painting	As N	eeded										

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

RFP 20-005

# MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL): PARKS AND OTHER FACILITIES MAINTENANCE

Service Category	Location/Zone #	Location Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
D	33	Trailside Park-	\$	\$
D	34	Sunshine Ranches Equestrian Park-	\$	\$
D	35	Calusa Corners Park-	\$	\$
D	36.a.	Southwest Meadows Sanctuary Park-	\$	\$
D	37.a.	Rolling Oaks Park-	\$	\$
D	37.b.	Rolling Oaks Park Butterfly Garden Maintenance-	\$	\$
D	38	Frontier Trails Park-	\$	\$
D	39	Town Hall-	\$	\$
D	40	Public Safety Facility-	\$	\$
D	41	Stirling Rd. at SW 185th Way "pocket park"-	\$	\$
D	42	Country Estates Park-	\$	\$
D	43	Broadwing Building-	\$	\$

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

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

2 Probable future addition to Contract.

3 Possible future addition to Contract.

4 Potential for future addition to contract.

# **GRAND TOTAL – MAINTENANCE PROPOSAL: PRICE LIST BY ZONE (BASE PROPOSAL):**

\$

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

COMPANY NAME:

## MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (AUXILLARY SERVICES): PARKS AND OTHER FACILITIES MAINTENANCE

<b>T</b> 4	Maintenance Service	Unit (Proposer to specify "per location," "per	
Item #	Category	service," "per hour," etc., as applicable)	Unit Price
General T	wn Property Maintenance		
	Security		
5.6.4.	Security/Open & Close		\$
Interior M	aintenance		
6.1.12.	Floor maintenance:		\$
	stripping, polishing, waxing,		
	and/or refurbishing		
6.1.13.	Ceiling maintenance and tile		\$
	replacement		
6.1.14.	Drywall repairs		\$
6.1.15.	Unclog Drains		\$
Exterior M	laintenance		
6.2.6.	EQ Rings/Trails Maint.		\$
6.2.7.	Pressure Cleaning of Site		\$
	Structures and Furnishings		
6.2.8.	Shade Structures		\$
6.2.9.	Cement, Brick Paver		\$
	Cleaning & Sealing		
6.2.10.	Screen and Fenced		\$
	Enclosures Cleaning		
6.2.11.	Debris Haul Away		\$

PROPOSER'S SIGNATURE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

## MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (AUXILLARY SERVICES): PARKS AND OTHER FACILITIES MAINTENANCE

Item #	Maintenance Service Category	Unit (Proposer to specify "per location," "per service," "per hour," etc., as applicable)	Unit Price
<u>6.3. Othe</u> Maintena	r Routine and Incidental		
6.3.2.	Damage/Vandalism/Graffiti Reporting/Repair		\$
6.3.8.	Pre Party & Event Setup		\$
6.3.9.	Private Party & Town Event Clean-up		\$
6.3.11.	Storm Clean up		\$
6.3.12.	24/7 Emergency Services		\$
6.3.13.	Installation, removal, assembly and disassembly of site furnishings and appliances		\$
6.3.14.	Construction Clean-up		\$
6.3.15.	Repair/Handyman/Carpentry		\$
6.3.16.	Painting		\$
	LANEOUS CODE CEMENT SERVICES		
6.4.	Debris Removal:		\$

PROPOSER'S SIGNATURE: \_\_\_\_\_ COMPANY NAME: \_\_\_\_\_

## PROPOSAL SIGNATURE

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

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

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

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

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

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

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

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

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

# [Remainder of page intentionally left blank]

## **APPENDIX B- PROPOSAL SCHEDULE**

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

ITEM	DESCRIPTION	<u>UNITS</u>	QUANTITY	UNIT PRICE	TOTAL PRICE

## TOTAL BASE PROPOSAL PLUS ADD ALTERNATIVE \$\_\_\_\_\_

Proposer\_\_\_\_\_

# PROPOSER INFORMATION

NAME:	
ADDRESS:	
ΈΙΝ:	
ICENSE NUMBER: STATE OR COUNTY:	
ICENSE TYPE:(Attach copy of license)	
ICENSE LIMITATIONS, IF ANY:(Attach a separate sheet, if necessary)	
LICENSEE SIGNATURE:	
ICENSEE NAME:	
PROPOSER'S SIGNATURE:	
PROPOSER'S NAME:	
PROPOSER'S ADDRESS:	
PROPOSER'S PHONE NUMBER: Office: Cell:	_
PROPOSER'S EMAIL ADDRESS:	
3y:	
Name of Corporation/Entity	
Address of Corporation/Entity	
Signature of President or Authorized Principal	
By:	
Title: (If Proposer is a Corporation, affix corporate set	eal)

## APPENDIX C- DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT

## TO: TOWN OF SOUTHWEST RANCHES OFFICIALLY DESIGNATED REPRESENTATIVE

## STATE OF FLORIDA COUNTY OF \_\_\_\_\_

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

1. Affiant appears herein as:

[] an individual or

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

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

2. Affiant's address is:

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.

<sup>3.</sup> 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.

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 producedas identification and who										/ho	
did ta	ake 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 awning 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

## **APPENDIX D- DRUG FREE WORKPLACE**

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

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

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

## PROPOSER'S SIGNATURE:

PROPOSER: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signatures on next page]

PROPOSER:	
By:	
(Printed Name)	
(Title)	
Sworn to and subscribed before me thisday	v of, 20
Personally known	
Or Produced Identification (Type of Identification)	
Notary Public - State of	
Notary Signature	
My Commission Expires	

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

# APPENDIX F NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ ) ss:

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

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

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

[Signatures on next page]

PROPOSER:
By:
(Printed Name)
(Title)
Sworn to and subscribed before me thisday 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)

April 24, 2025 Regular Meeting

## APPENDIX G OFFEROR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO:	Town of Southwest Ranches Venessa Redman, Sr. Procurement & Budget Officer
ADDRESS:	13400 Griffin Road Southwest Ranches, Florida 33330

SUB	BMITTED BY:	
	<u>CIRCLE ONE</u>	
	Corporation	
	Limited Liability Company	
	Joint Venture	
	Partnership	
	Other	
NAN	ME:	Individual
ADI	DRESS:	
TEL	LEPHONE NO	
FAX	X NO	
E-M	IAIL ADDRESS:	
1.	State the true, exact, correct and complete name of the liability company, joint venture, trade or fictitious name	1 1 1

the address of the place of business.
The correct name of the Offeror is:
The address of the principal place of business is:

36308673.1

2. If Offeror is a corporation, answer the following:

	Date of Incorporation:
g.	Name and address of Resident Agent:
If O	fferor is an individual or a partnership, answer the following:
a.	Date of organization:
b.	Name, address and ownership units of all partners:
c.	State whether general or limited partnership:
	fferor is other than an individual, corporation or partnership, describe the organization give the name and address of principals:
	fferor is operating under a fictitious name, submit evidence of compliance with the ida Fictitious Name Statute.
Hov	w many years has your organization been in business under its present business name?
a.	Under what other former names has your organization operated?

- 7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Letter. Please attach certificate of competency and/or state registration.
- 8. Have you ever failed to complete any work awarded to you? If so, state when, where and why?

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (governmental entities are preferred as references).

(name)	(address)	(phone number)
(name)	(address)	(phone number)
(name)	(address)	(phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

11. State the name of the individual who will have personal supervision of the work:

36308673.1

12. Provide a list of all litigation, including arbitration proceedings, in which offeror was or is a party, plaintiff or defendant, within the last five years, including the style the case, local of the case, and whether the case is still pending.

THE OFFEROR ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY OFFEROR TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE OFFEROR'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE LETTER, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

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

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

#### **APPENDIX H OFFEROR'S CERTIFICATION WHEN OFFEROR IS AN INDIVIDUAL**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Offeror hereto has executed this Form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By:\_\_\_\_\_\_Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

Town/State/Zip

Business Phone Number

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

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

### APPENDIX I OFFEROR'S CERTIFICATION WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Offeror hereto has executed this Form this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Printed Name of Firm

By:\_\_\_\_\_\_Signature of Owner

Printed Name of Individual

Witness

Business Address

Witness

Town/State/Zip

Business Phone Number

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

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

WITNESS my hand and official seal.

NOTARY PUBLIC

April 24, 2025 Regular Meeting

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

#### APPENDIX J OFFEROR'S CERTIFICATION WHEN OFFEROR IS A PARTNERSHIP

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Offeror hereto has executed this Form this \_\_\_\_\_day of\_\_\_\_\_, 20\_\_\_.

Printed Name of Partnership

By:\_\_\_\_\_\_ Signature of General or Managing Partner

Witness

Printed Name of Partner

Witness

Business Address

Town/State/Zip

Business Phone Number

State of Registration

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

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

#### APPENDIX K OFFEROR'S CERTIFICATION WHEN OFFEROR IS A CORPORATION, LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Offeror hereto has executed this Form this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_.

Printed Name of Corporation or Company

Printed State of Incorporation

By:\_\_\_\_\_\_ Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

Address of Corporation or Company

By \_\_\_\_\_ Secretary

City/State/Zip

Business Phone Number

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

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

WITNESS my hand and official seal.

### NOTARY PUBLIC

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

#### APPENDIX L CERTIFICATE OF AUTHORITY (If Individual/Sole Proprietor)

State of	)
	) ss:
County of	)
	, 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
-	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:\_\_\_\_\_

April 24, 2025 Regular Meeting

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

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

) ss:

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

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

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

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

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

Secretary:

(SEAL)

PROPOSER:\_\_\_\_\_

April 24, 2025 Regular Meeting

### APPENDIX N CERTIFICATE OF AUTHORITY (If Partnership)

State	of	)			
		) ss:			
Coun	ty of	)			
	I HEREBY CERTIFY	( that a meeting	g of the Partners	of the	
	A partnership existin, 20,	ng under the latt	aws of the Sta esolution was du	te of ily passed and adopte	, held on
to the <u> </u>	"RESOLVED, that, ership, be and is hereby Town of Southwest Ra	nches and this p	partnership and	that his execution the	ereof, attested by
this P 20	artnership." I further certify that s IN WITNESS WHEI				<sup>2</sup> ,
				Secretary: (SEAL)	

PROPOSER:\_\_\_\_\_

### APPENDIX O CERTIFICATE OF AUTHORITY (If Joint Venture)

State of)
) ss: ) ) ) ) ) ) ) ) ) ) ) ) ) ) ) ) )
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:\_\_\_\_\_

April 24, 2025 Regular Meeting

70

### APPENDIX P PROPOSAL BOND

Bond No	
BID BOND	
State of	_)
	) ss:
County of	_ )
KNOW ALL MEN BY THESE PR	ESENTS, that we,
, as P	rincipal, and
Southwest Ranches, a municipal	, as Surety, are held and firmly bound unto the Town of corporation of the State of Florida, in the penal sum of), lawful money of the United States, for the
payment of which sum well and	truly to be made, we bind ourselves, our heirs, executors, y and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal, dated\_\_\_\_\_\_20 \_\_\_ for:

### RFP No.: 20-005: TOWN-WIDE FACILITIES MAINTENANCE SERVICES

### NOW, THEREFORE,

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

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

### [Signatures on next page]

PROPOSER:	
By:	
Title:	
IN PRESENCE OF:(Individ (SEAL)	ual or Partnership Principal)
	(Business Address)
	(City/State/Zip)
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: \_\_\_\_\_

April 24, 2025 Regular Meeting

### APPENDIX Q GOVERNMENTAL CONTACT INFORMATION

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON

PROPOSER: \_\_\_\_\_

#### APPENDIX R ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

#### TO THE TOWN OF SOUTHWEST RANCHES:

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

ATTEST

CONTRACTOR

BY:\_\_\_\_\_

Print Name

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

PROPOSER: \_\_\_\_\_

April 24, 2025 Regular Meeting

#### APPENDIX S PROPOSER CONFIRMATION OF QUALIFICATIONS

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

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

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

Proposer:

Proposer's Name:

Proposer's Address: \_\_\_\_\_

Proposer's Phone Number: \_\_\_\_\_

Proposer's Email:

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

PROPOSER: \_\_\_\_\_

[Signatures on next page]

State of Florida

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

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

WITNESS my hand and official seal.

NOTARY Public Records of \_\_\_\_\_ County, Florida

Notary Signature

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

PROPOSER: \_\_\_\_\_

### APPENDIX T PROPOSER EXPERIENCE QUESTIONNAIRE

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

List comparable contract experience and client references:

Project Name:
Contract Amount:
Contract Date:
Client Name:
Address:
Contact Person:
Contact Person Tel. No.:
Project Name:
Contract Amount:
Contract Date:
Client Name:
Address:
Contact Person:
Contact Person Tel. No.:

PROPOSER: \_\_\_\_\_

### APPENDIX U SUB-CONTRACTOR LIST

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

CLASSIFICATION OF WORK	NAME	ADDRESS

PROPOSER:\_\_\_\_\_

### APPENDIX V ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No.1 \_\_\_\_\_

Addendum No.2 \_\_\_\_\_

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

[Remainder of page intentionally left blank]

### APPENDIX W LIABILITY CLAIMS

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

1.	Name	e and Location of project:
2.	Conta	act information for Project Owner:
	a.	Name:
	b.	Address:
	c.	Phone:
	d.	Email:
3.	Natur	e of Claim:
4.	Date	of Claim:
5.	Resolution Date of Claim and how resolved:	
6.	If app	blicable:
	a.	Court Case Number:
	b.	County:
	c.	State:
PRO	POSER	
	· JOLIN	

### APPENDIX X W-9

### **INSERT W-9**

### APPENDIX Y PROOF OF INSURANCE

# INSERT PROOF OF INSURANCE

April 24, 2025 Regular Meeting

### APPENDIX Z ANTI-LOBBYING CERTIFICATION FORM

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

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

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

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

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

Organization:			
Street address:			
City, State, Zip:			
Certified By:(type	e or print)		
Title:			
Signature:		Date:	 

### APPENDIX AA STATEMENT OF NO RESPONSE

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

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

#### REASONS

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

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

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

Desire to receive future Town solicitations? \_\_\_\_Yes \_\_\_\_No

COMPANY:	
NAME:	
TITLE:	
ADDRESS:	
TELEPHONE: ()	DATE:

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

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

### A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMP-TROLLER GENERAL

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

### **B.** FEDERAL CLEAN AIR AND WATER ACTS

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

### C. CONTRACT WORK HOURS AND SAFETY STANDARDS

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

### D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

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

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

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

### E. BUY AMERICAN ACT

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

### F. SUSPENSION AND DEBARMENT

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

# G. ANTI-LOBBYING

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

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

### H. EQUAL EMPLOYMENT OPPORTUNITY

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

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

### I. NONDISCRIMINATION

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

### J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

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

### K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

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

### L. CONFLICTS OF INTEREST

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

### M. FLORIDA BUILDING CODE (FBC)

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

### N. VIOLATIONS OF LAW

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

### **O. VERIFICATION OF EMPLOYMENT STATUS**

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

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

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

# Q. PROCUREMENT OF RECOVERED MATERIALS

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

### **R.** DAVIS-BACON ACT REQUIREMENTS

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

# EXHIBIT "A"



# AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND

FOR

# **RFP NO.: 20-005**

# TOWN-WIDE FACILITIES MAINTENANCE SERVICES

#### **AGREEMENT FOR**

#### "RFP No.: 20-005 TOWN-WIDE FACILITIES MAINTENANCE SERVICES

THIS IS AN AGREEMENT (the "Contract") made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "Town"), and \_\_\_\_\_\_ (hereinafter referred to as "Contractor").

**WHEREAS,** the Town desires to contract for Town-wide Facilities Maintenance Services (the "Project"); and

WHEREAS, the Town advertised a Request For Proposals, RFP No. 20-005 on \_\_\_\_\_\_, 20\_\_\_\_\_, 20\_\_\_\_\_("RFP"); and

WHEREAS, \_\_ Proposals were received by the Town on\_\_\_\_\_, 20\_\_\_\_; and

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

**WHEREAS,** Contractor's Proposal is attached to this Contract as Exhibit "A-1" and made a part hereof.

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

#### Section 1: Scope of Services

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

#### Section 2: Term of this Contract and Contract Time

2.1 The Town and Contractor agree that Contractor shall perform all Work under this Contract for: Contractor

### "RFP No.: 20-005 TOWN-WIDE FACILITIES MAINTENANCE SERVICES

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

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

- 3.1 Contractor shall render all Work to the Town under the Contract for a total, not to exceed, <u>\$\_\_\_\_\_\_</u>Dollars ("Contract Price").
- 3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Contractor in accordance with the terms and conditions of this Contract, and with the same formality and dignity afforded the original Contract.
- 3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town, that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town's receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.
- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction, (b) it becomes necessary for

the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of the Town.

### Section 4: Assignment

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

### Section 5: Insurance

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

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

- 5.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Contract.
- 5.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Contractor shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.
- 5.6 Contractor shall carry the following minimum types of insurance:
  - A. <u>WORKER'S COMPENSATION</u>: Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor

shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

- B. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: 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 nonowned vehicles.
- C. **<u>COMMERCIAL GENERAL LIABILITY</u>**: Contractor shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million **Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- 5.7 Contractor shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.
- 5.8 Contractor's Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days' prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

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

And

Keith M. Poliakoff, Esq.

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

- 5.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 5.10 If any of Contractor's insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 5.11 Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Contract until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 5.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to the Town at least thirty (30) days prior to the date of their expiration, and the Town shall be an additional named insured by endorsement on all of Contractor's applicable renewal policies.
- 5.13 UPON EXECUTION OF THIS CONTRACT, CONTRACTOR SHALL SUBMIT TO THE TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDE THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE CONTRACT.
- 5.14 The official title of the owner is the Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 5.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 5.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Contract agrees that it shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 5.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town's actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Contract, Contractor's obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

### Section 6: Copyrights and Patent Rights

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

### Section 7: Laws and Regulations

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

### Section 8: Taxes and Costs

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

### Section 9: Indemnification

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

### Section 10: Non-discrimination

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

### Section 11: Sovereign Immunity

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

### Section 12: Prevailing Party Attorneys' Fees

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

### Section 13: No Third Party Beneficiaries

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

### Section 14: Funding

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

### Section 15: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to the Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Contract. Contractor represents that all persons performing Work under this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

### Section 16: Public Records

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

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

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

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

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

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

### Section 17: Termination

The Contract may be terminated upon the following events:

- **A.** <u>**Termination by Mutual Agreement.**</u> In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- **B.** <u>**Termination for Convenience.</u>** This Contract may be terminated for convenience by the Town upon the Town providing Contractor with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Contractor shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Contractor in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Contractor shall immediately cease performing any further Work or incurring</u>

RFP 20-005

additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.

- C. Termination for Cause. In the event of a material breach by Contractor, the Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. <u>Termination for Lack of Funds.</u> In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. <u>Immediate Termination by the Town.</u> In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:
  - 1. Contractor's violation of the Public Records Act;
  - 2. Contractor's insolvency, bankruptcy or receivership;
  - 3. Contractor's violation or non-compliance with Section 11 of this Contract;
  - 4. Contractor's failure to maintain any Insurance required by Section 6 of this Contract; or
  - 5. Contractor's violation of Section 18 of this Contract.

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

### Section 18: Public Entity Crimes Information Statement

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

### Section 19: Use of Awarded Proposal by Other Governmental Units

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

### Section 20: Change Orders and Modification of Contract

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

### Section 21: No Waiver of Rights

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

### Section 22: Jurisdiction and Venue

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

### Section 23: WAIVER OF RIGHT TO JURY TRIAL

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

### Section 24: Gender

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

### Section 25: Time is of the Essence

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

### Section 26: Days

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

### Section 27: Written Mutual Agreement

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

### Section 28: No Amendment or Waiver

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

### Section 29: Severability

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

### Section 30: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

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

question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

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

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

### Section 31: Notice

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

If to the Town:

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

With a copy to:

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

If to Contractor:

### Section 32: Miscellaneous

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

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

However, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the Town's disallowance and recovery of any payment upon such entry. In addition, Contractor shall respond to the reasonable inquiries of successor Contractors and allow successor Contractors to receive working papers relating to matters of continuing significance. In addition, Contractor shall provide a complete copy of all working papers to the Town, prior to final payment by the Town under this Contract.

**C.** <u>Independent Contractor</u>. Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents

shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the Town and Contractor a partnership or joint venture.

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

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

- **E.** <u>Contingency Fee</u>. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- **F.** <u>Materiality and Waiver of Breach</u>. The Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of the modification of the terms of this Contract.
- **G.** <u>Joint Preparation</u>. The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein

express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- H. <u>Drug-Free Workplace</u>. Contractor shall maintain a drug-free workplace.
- I. <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.
- **J.** <u>Binding Authority</u>. Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- **K.** <u>**Truth-in-Negotiation Certificate**</u>. Signature of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

April 24, 2025 Regular Meeting

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: \_\_\_\_\_\_\_ and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_.

WITNESSES:

\_\_\_\_\_

### **CONTRACTOR:**

Title:			
THUE.			

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

### TOWN OF SOUTHWEST RANCHES

D	
RW	
$\mathbf{D}_{\mathbf{Y}}$	

Doug McKay, Mayor

\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_

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

Andrew D. Berns, Town Administrator

\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

### APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

### This page intentionally left blank



## **Broadwing Building**

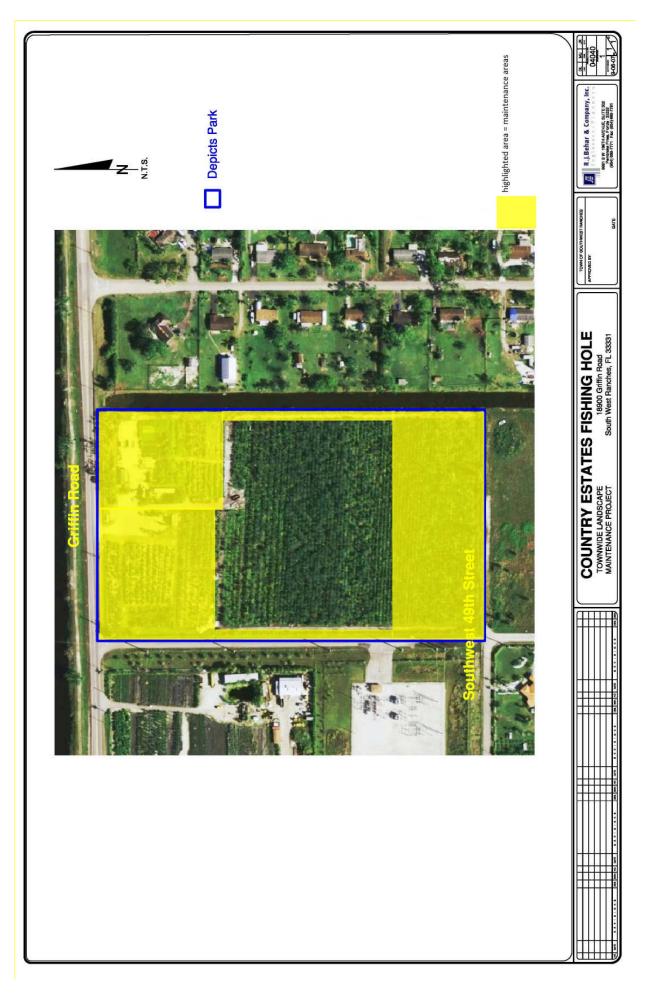
### Highlighted area = maintenance

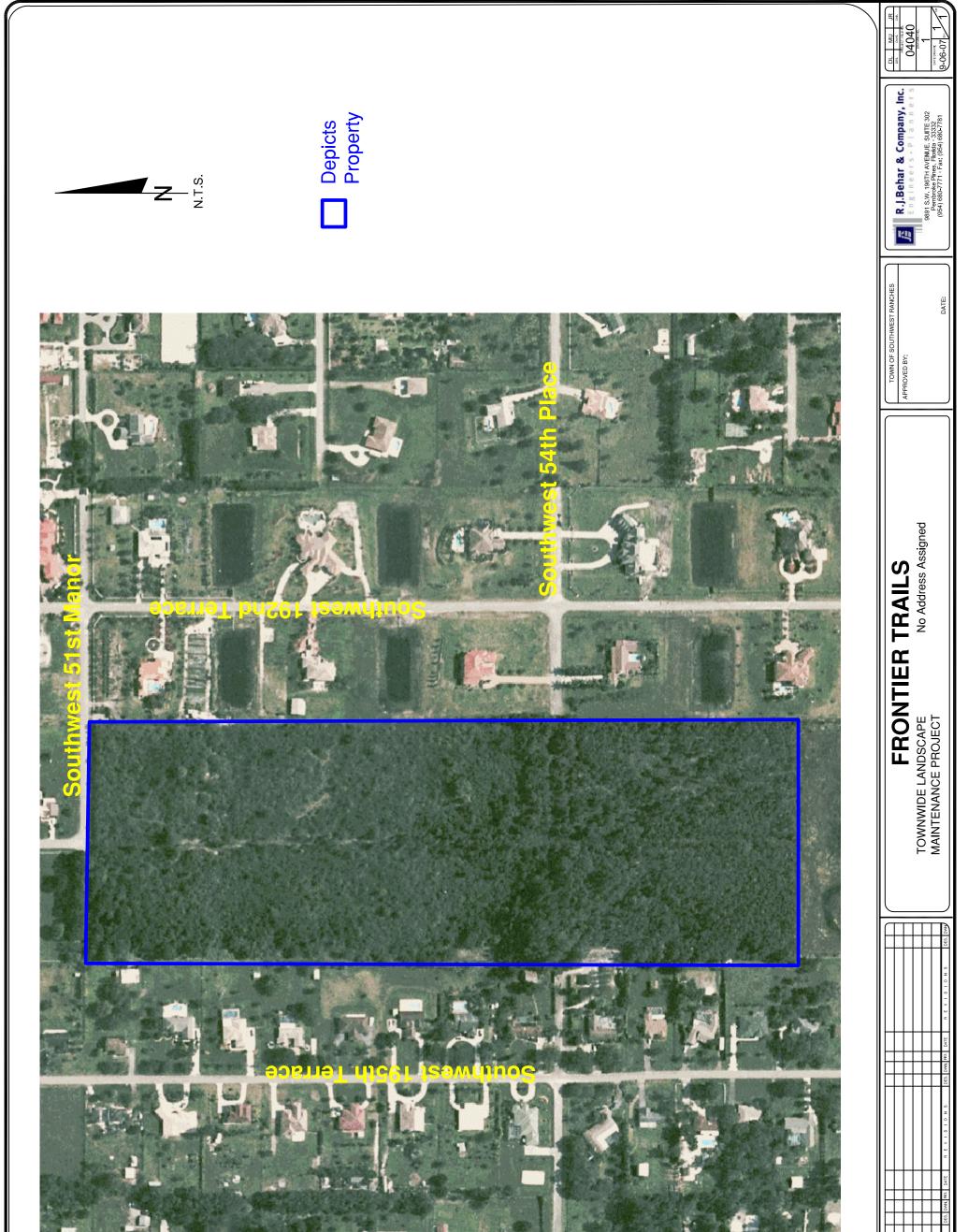
SIN 209TH AVE

ON MILLARD



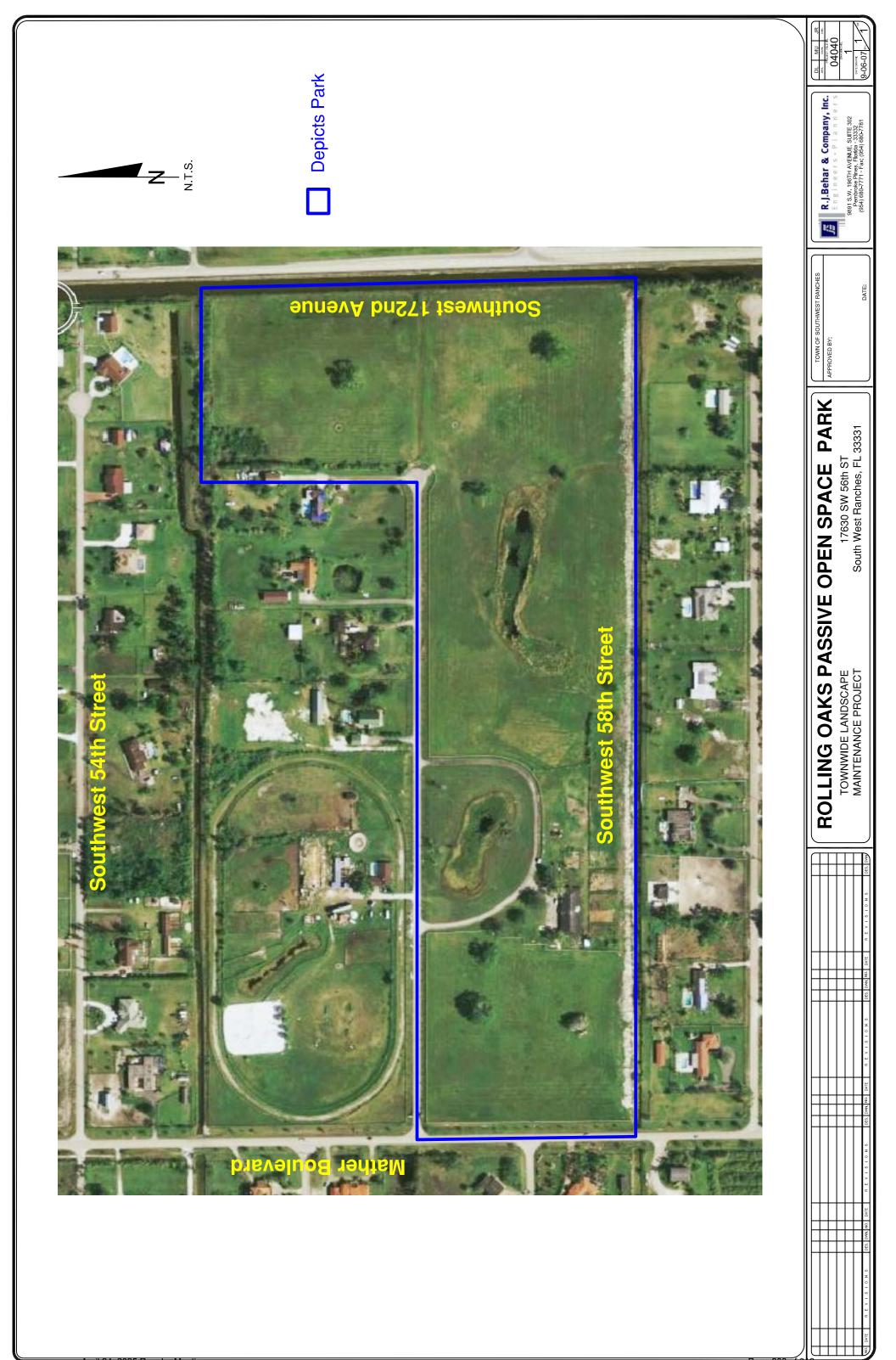


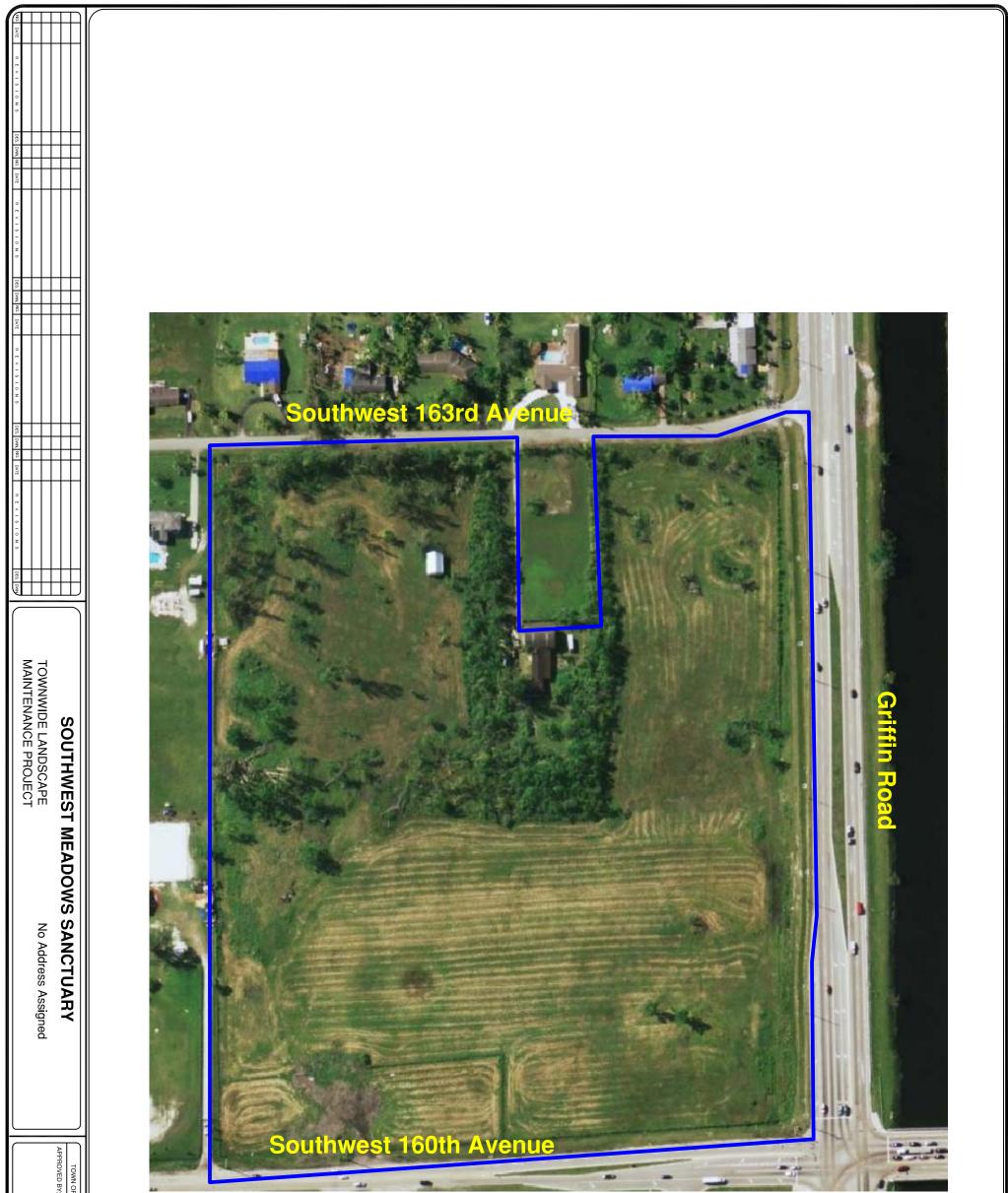




							REVISIONS	L
							0	L
							ŝ	L
							-	L
							ш	L
							Ψ.	L
							DATE	l
							ġ	L
							DWN	L
	IL						DES. DWN. NO.	L
							REVISIONS	
							DES. DWN. NO. DATE	l
							ġ	L
	$I \Gamma$	Γ					DWN.	L
	[[						DES.	L
							REVISIONS	
							DATE	
)	I⊢	$\vdash$	$\vdash$	$\vdash$	$\vdash$	$\vdash$	- 9	
		-						<b>y</b>
0.0	12							







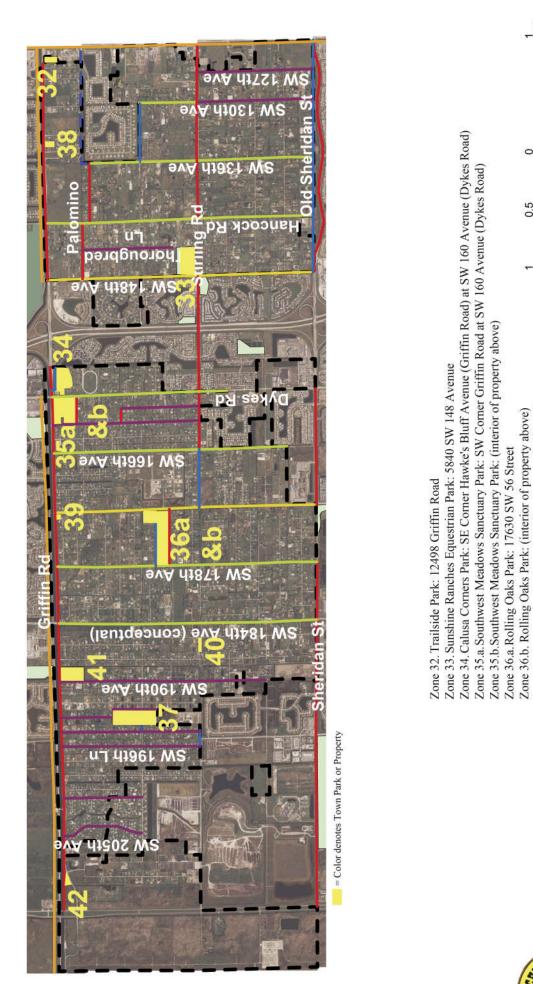
TOWN OF SOUTHWEST RANCHES ROVED BY: DATE:		- u - =	 	-
			Depio	N.T.S.
R.J.Behar & Company, Inc. Engineers+Planners 9891 S.W. 196TH AVENUE, SUTE 302 Pembroke Pines, Florida - 33322 (954) 680-7771 - Fax: (954) 680-7781			Depicts Park	
DL MU JR MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MARTINE MA	oril 24, 2025 Regular Meeting			



April 24, 2025 Regular Meeting



### Southwest Ranches Town Hall 13400 Griffin Road Southwest Ranches, FL 33330





Miles

0

0.5

Zone 37. Frontier Trails Park: SW 193rd Lane at SW 51 Manor

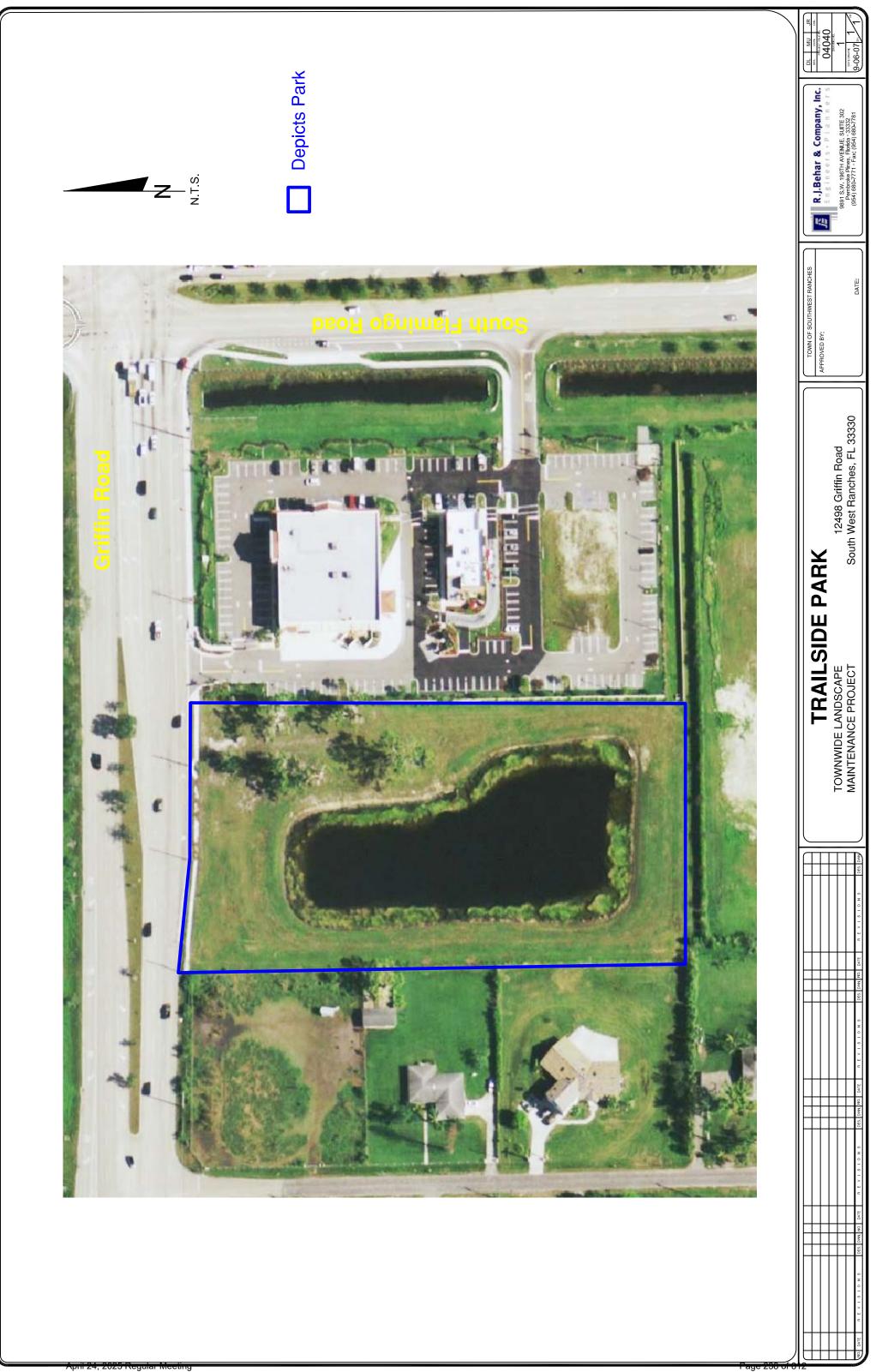
Zone 38. Town Hall: 13400 Griffin Road

Zone 40. Stirling Rd. at SW 185 Way "Pocket Park" Zone 39. Public Safety Facility: 17220 Griffin Road

Zone 41. Country Estates Park: 18900 Griffin Road

Zone 42. Broadwing Building: 20951 Griffin Road

 $\sqrt{z}$ 



# **ADDENDUNS**

### ZONES / LOCATIONS / MAINTENANCE SERVICE CATEGORIES / FREQUENCIES SERVICECATEGORY D: PARKS AND OTHER FACILITIES MAINTENANCE – ZONES 33-43

Zone #	Location/Zone Name	Size	Amenities Subject to Maintenance*	Maintenance Service Category/ies*	Frequency/ies*
D 33.	Trailside Park ("TP")	4 Acres	Benches, Picnic Pavilion, sidewalk	5.6, 6.2, 6.3, as applicable	Weekly
D 34.	Sunshine Ranches Equestrian Park ("SREP")	20 Acres	Restroom, Picnic Pavilion, Playground, Equestrian Rings (2), Parking Lot, 5416 Linear Ft. of Vinyl Fencing, Sidewalks	5.6, 6.1 - 6.3 (ALL), as applicable; Daily open and close	Daily/Weekly/ Monthly
D 35.	Calusa Corners Park ("CCP")	12 Acres	1000 Linear Ft. of Vinyl Fencing, Picnic Pavilion, Playground, Parking	5.6, 6.2, 6.3, as applicable	Daily/Weekly/ Monthly
D 36.a.	Southwest Meadows Sanctuary Park ("SWMSP")	25.5 Acres	Fencing 3 Other amenities planned	6.3	Weekly
D 36.b.	Southwest Meadows Sanctuary Park Landscape Area ("SWMSP-LS")	1 Acre	Not applicable (Included solely for continuity of Zones/locations context)	N/A	N/A
D 37.a.	Rolling Oaks Park ("ROP")	45.5 Acres; 3861 sq. ft. under air	Community Room, Meeting Room, Restroom, Parking Lot, 2950 Linear Ft. of Vinyl Fencing	5.6, 6.1 - 6.3 (ALL), as applicable; Daily open and close	Daily/Weekly/ Monthly
D 37.b.	Rolling Oaks Park Butterfly Garden ("ROP-BG")	1 Acre	Fitness Circuit	5.6, 6.2, 6.3, as applicable	Daily/Weekly
D 38.	Frontier Trails Park ("FTP")	30 Acres	Fencing, Picnic Pavilion, Sidewalk	5.6, 6.2, 6.3, as applicable	Weekly
D 39.	Town Hall ("TH")	< 2 Acres; 10500 sq. ft. under air	Approx. 10,000 Sq. Ft. Administrative Office Building w/ Meeting Chambers, Parking Lot, Sidewalks <sup>4</sup>	5.6, 6.2, 6.3, as applicable <u>, if added</u> to schedule	As needed
D 40.	Public Safety Facility ("PSF")	< 1 Acre; 2880 sq. ft. under air	Modular and permanent buildings, Parking Lot, Sidewalks <sup>4</sup>	5.6, 6.2, 6.3, as applicable <u>, if added</u> to schedule	As needed

36308673.1

RFP 20-005

D 41.	Stirling Rd. at SW 185 Way "pocket park" ("PP")	1.6 Acres	Fencing No other amenities planned at this time	6.3 inspection and reporting	Weekly
D 42.	Country Estates Park ("CEP")	16 Acres	Restroom, Picnic Pavilion, Playground, Parking Lot, Sidewalks	5.6, 6.1 - 6.3 (ALL), as applicable; Daily open and close	Daily/Weekly/ Monthly
D 43.	Broadwing Building ("BWB")	1.77 Acres	Storage building and fencing <sup>4</sup>	5.6, 6.1-6.3, as applicable, <u>if added</u> to schedule	Monthly

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

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

2. Probable future addition to Contract. As applicable, based on Maintenance Service Categories needed for amenities planned when added due to completion of construction and opening of facility to public use

Possible future addition to Contract. As applicable based on Maintenance Service Categories needed for amenities on site; if added due to completion of construction and opening of facility to public use.

Potential for future addition to contract. As applicable based on Maintenance Service Categories needed for amenities on site; if added to Contract.

### MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL): PARKS AND OTHER FACILITIES MAINTENANCE

Service Category	Location/Zone #	Location Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
D	33	Trailside Park <sup>1</sup> -	\$	\$
D	34	Sunshine Ranches Equestrian Park-	\$	\$
D	35	Calusa Corners Park <sup>1</sup> -	\$	\$
D	36.a.	Southwest Meadows Sanctuary Park <sup>2</sup> -	\$	\$
D	37.a.	Rolling Oaks Park-	\$	\$
D	37.b.	Rolling Oaks Park Butterfly Garden Maintenance <sup>1</sup> -	\$	\$
D	38	Frontier Trails Park <sup>1</sup> -	\$	\$
D	39	Town Hall <mark>4</mark> -(10,500 sq. ft.)	\$	\$
D	40	Public Safety Facility <sup>4</sup> -(2,880 sq. ft.)	\$	\$
D	41	Stirling Rd. at SW 185th Way "pocket park" <sup>1</sup> -	\$	\$
D	42	Country Estates Park-	\$	\$
D	43	Broadwing Building <sup>1</sup> -	\$	\$

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

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

- 2 Probable future addition to Contract.
- 3 Possible future addition to Contract.

4 Potential for future addition to contract. Proposer may offer "unit price per square foot.

### GRAND TOTAL – MAINTENANCE PROPOSAL: PRICE LIST BY ZONE (BASE PROPOSAL):

\$

PROPOSER'S SIGNATURE:

### COMPANY NAME:

### MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (BASE PROPOSAL): PARKS AND OTHER FACILITIES MAINTENANCE

Service Category	Location/Zone #	Location Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
D	33	Trailside Park <sup>1</sup> -	\$	\$
D	34	Sunshine Ranches Equestrian Park-	\$	\$
D	35	Calusa Corners Park <sup>1</sup> -	\$	\$
D	36.a.	Southwest Meadows Sanctuary Park <sup>2</sup> -	\$	\$
D	37.a.	Rolling Oaks Park-	\$	\$
D	37.b.	Rolling Oaks Park Butterfly Garden Maintenance <sup>1</sup> -	\$	\$
D	38	Frontier Trails Park <sup>1</sup> -	\$	\$
D	39	Town Hall <sup>4</sup> -(10,500 sq. ft.)	\$	\$
D	40	Public Safety Facility <sup>4</sup> -(2,880 sq. ft.)	\$	\$
D	41	Stirling Rd. at SW 185th Way "pocket park" <sup>1</sup> -	\$	\$
D	42	Country Estates Park-	\$	\$
D	43	Broadwing Building <sup>1</sup> -	\$	\$

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

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

- 2 Probable future addition to Contract.
- 3 Possible future addition to Contract.

4 Potential for future addition to contract. Proposer may offer "unit price per square foot.

### GRAND TOTAL – MAINTENANCE PROPOSAL: PRICE LIST BY ZONE (BASE PROPOSAL):

\$

PROPOSER'S SIGNATURE:

COMPANY NAME:



= town park or property

rk 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











### CONTRACT RENEWAL

This Renewal Agreement ("Agreement") is made and entered into as of \_\_\_\_\_\_, 2025 by and between the Town of Southwest Ranches, with its principal office located at 13400 Griffin Road, Southwest Ranches, FL 33330 ("Town"), and Reliance Contractors, Inc. with its principal office located at 200 SE First Street Ste 306, Miami, FL 33131 ("Vendor").

**WHEREAS**, pursuant to Resolution No. 2020-039, on May 14, 2020, the Town and the Vendor entered into an agreement (the "Original Agreement") for the provision of Town-Wide Facilities Maintenance services;

**WHEREAS**, this renewal provides for amendment to the Original Agreement to renew the contract for Town-Wide Facilities Maintenance services for an additional five (5) year term, beginning on May 14, 2025;

**WHEREAS**, in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year;

WHEREAS, an immediate 3.5% Consumer Price Index (CPI) adjustment is to be activated;

**WHEREAS**, for the fiscal year of October 1, 2025 to September 30, 2026, Reliance Contractors, Inc. will provide Townwide Facilities Maintenance services for an annual base fee of \$62,721.00;

**WHEREAS**, additional services that may be requested per the RFP pricing menu will also have the 3.5% Consumer Price Index (CPI) adjustment applied;

**WHEREAS,** any proposed fee increases for maintenance services beyond the fiscal year ending September 30, 2026, must be submitted at least ninety (90) days before the annual renewal date and shall be limited to the Consumer Price Index (CPI) adjustment, with a maximum increase of 5%, subject to the sole discretion of the Town Administrator;

**WHEREAS**, the Town and the Vendor desire to renew the Original Agreement under the terms and conditions set forth herein and approved via Resolution No. 2020-039;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Renewal Term**: The term of the Original Agreement is hereby extended for an additional five (5) year term, beginning on May 14, 2025.
- 2. **Compensation**: The Town shall pay the Vendor as outlined above.
- 3. **Scope of Services/Goods**: The Vendor shall continue to provide the services/goods as outlined in the Original Agreement. Any modifications to the scope of services/goods must be agreed upon in writing by both parties.
- 4. **Terms and Conditions**: All terms and conditions of the Original Agreement, except as expressly modified by this Agreement, shall remain in full force and effect during the Renewal Term.

- 5. **Notices**: Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail, return receipt requested, or by overnight delivery service to the addresses set forth above.
- 6. **Miscellaneous**: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by both parties. Vendor agrees to comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances, and codes in performing all Work under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Renewal Agreement as of the day and year first above written.

### TOWN OF SOUTHWEST RANCHES

### **RELIANCE CONTRACTORS, INC.**

By:	
Name: Russell Muniz	
Title: Town Administrator	
Date:	_

Ву:		
Name:		 
Title:		
Date:		

1001.029.2025



Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 (954) 434-0008 Town Hall (954) 434-1490 Fax Town Council Steve Breitkreuz, *Mayor* Bob Hartmann, *Vice Mayor* Jim Allbritton, *Council Member* Gary Jablonski, *Council Member* David S. Kuczenski, Esq., *Council Member* 

Russell C. Muniz, ICMA-CM, Town Administrator Keith M. Poliakoff, JD, Town Attorney Debra M. Ruesga, Town Clerk Emil C. Lopez, CPM, Town Financial Administrator

### **COUNCIL MEMORANDUM**

- TO: Honorable Mayor Breitkreuz and Town Council
- VIA: Russell Muniz, Town Administrator
- FROM: December Lauretano-Haines, PRF Director
- **DATE:** 4/24/2025

SUBJECT: Contract Renewal Townwide Parks and Property Maintenance

### **Recommendation**

Council approval is requested to approve the first modification extending the Agreement with EDJ Service, LLC for Town-Wide Parks and Property Maintenance.

### Unanimous Vote of the Town Council Required?

No

### **Strategic Priorities**

B. Enhanced Resource Management

### **Background**

The Town's current 5-year contract for Town-Wide Parks and Property Maintenance will expire on May 13, 2025. Town-Wide Parks and Property maintenance has been satisfactory, and the vendor has provided a high level of service. The Agreement allows extensions not to exceed a total of 15 years.

### Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2024 - 2025 approved Budget – General Fund account #001-3600-572-46040 (Grounds Maintenance). In order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal

year 2025 and run through the end of the 2026 fiscal year (09/30/2026). The portion of this extension that comprehends FY 2026 will be included as part of that year's approved budget.

### **Staff Contact:**

December Lauretano-Haines, Parks Recreation and Forestry Director

### ATTACHMENTS:

Description	Upload Date	Туре
Staff Memo	4/11/2025	Executive Summary
Resolution	4/11/2025	Resolution
Exhibit "A" Original Agreement	4/8/2025	Backup Material
Exhibit "B" Agreement	4/11/2025	Agreement



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

(954) 434-0008 Town Hall (954) 434-1490 Fax Town Council Steve Breitkreuz, Mayor Bob Hartmann, Vice Mayor Jim Allbritton, Council Member Gary Jablonski, Council Member David Kuczenski, Council Member

Russell Muniz, MPA, Town Administrator Keith M. Poliakoff, JD, Town Attorney Debra Ruesga, CMC, Town Clerk Emil C. Lopez, CPM, Town Financial Administrator

# **COUNCIL MEMORANDUM**

- TO: Honorable Mayor Breitkreuz and Town Council
- THRU: Russell Muniz, Town Administrator
- **FROM:** December Lauretano-Haines, Parks Recreation and Forestry Director
- **DATE:** April 24, 2025
- SUBJECT: A Resolution to approve a Contract Renewal, extending the Agreement with EDJ Service, LLC for Town-Wide Parks and Property Maintenance Services

#### **Recommendation**

Council approval is requested to approve the first modification extending the Agreement with EDJ Service, LLC for Town-Wide Parks and Property Maintenance.

#### **Strategic Priorities**

This item supports the following strategic priorities as identified in the Town's adopted strategic plan.

B. Enhanced Resource Management

#### **Background**

The Town's current 5-year contract for Town-Wide Parks and Property Maintenance will expire on May 13, 2025. Town-Wide Parks and Property maintenance has been satisfactory, and the vendor has provided a high level of service. The Agreement allows extensions not to exceed a total of 15 years.

#### Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2024 - 2025 approved Budget – General Fund account #001-3600-572-46040 (Grounds Maintenance). in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year

(09/30/2026). The portion of this extension that comprehends FY 2026 will be included as part of that year's approved budget.

# Staff Contact:

December Lauretano-Haines, Parks Recreation and Forestry Director

#### **RESOLUTION NO.** <u>2025-xxx</u>

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT RENEWAL EXTENDING THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND EDJ SERVICE, LLC FOR TOWN-WIDE PARKS AND PROPERTY MAINTENANCE SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE CONTRACT RENEWAL; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** pursuant to Resolution No. 2020-038, on May 14, 2020, the Town and EDJ Service, LLC (the "Vendor") entered into an agreement (the "Original Agreement") for the provision of Town-Wide Parks and Property Maintenance services; and

**WHEREAS,** the initial five (5) year term of the Agreement will expire on May 13, 2025; and

**WHEREAS,** Section 1.3 of Exhibit "A" to the Agreement allows extensions not to exceed a total of 15 years; and

**WHEREAS,** this renewal provides for amendment to the Original Agreement to renew the contract for Town-Wide Parks and Property Maintenance services for an additional five (5) year term, beginning on May 14, 2025; and

**WHEREAS,** in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year; and

**WHEREAS,** the Agreement provides for proposed fee increases with a maximum increase of 5% annually, subject to the sole discretion of the Town Administrator; and

**WHEREAS,** the Vendor has proposed a 2.75% Consumer Price Index (CPI) adjustment; and

**WHEREAS,** the Town and the Vendor desire to renew the Original Agreement; and

**WHEREAS,** the Town of Southwest Ranches desires to exercise its extension and to extend the term of the Agreement with EDJ Service, LLC for five years, specifically through September 30, 2030, under the terms and conditions set forth herein and approved via Resolution No. 2020-038;

.

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

<u>Section 1.</u> Recitals. The above-referenced recitals are true and correct and are incorporated herein by reference.

<u>Section 2.</u> Approval. The Town Council hereby approves the Contract Renewal extending the Agreement between the Town of Southwest Ranches and EDJ Service, LLC for Town-Wide Parks and Property Maintenance services for an additional (5) year term, specifically through September 30, 2030.

<u>Section 3.</u> Authorization. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Contract Renewal extending the Agreement 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 to effectuate the intent of this Resolution.

<u>Section 4.</u> Effective Date. This Resolution shall become effective immediately upon adoption.

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

Ranches, Florida, this \_\_\_\_\_day of <u>April</u>, 2025, on a motion by \_\_\_\_\_\_ and

seconded by \_\_\_\_\_\_.

Breitkreuz \_\_\_\_ Hartmann \_\_\_\_ Allbritton \_\_\_\_ Jablonski \_\_\_\_ Kuczenski \_\_\_\_

Ayes \_\_\_\_ Nays \_\_\_ Absent \_\_\_ Abstaining

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney 1001.022.2025

# This page intentionally left blank

#### **RESOLUTION NO.** <u>2020 - 038</u>

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 MAINTENANCE PROPERTY 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 
 //m Hartmann

 McKay
 Ayes

 Schroeder
 Nays

 Amundson
 Absent

Doug McKay, Mayo

ATTEST

Hartmann Jablonski

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney



# 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 day of <u>May</u> 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-**637** 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.

# 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 April 24, 2025 Regular Meeting by Contractor to the Town once every 30 days, and (b) confirmation by Town that the

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

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

#### 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

April 24, 2025 Regular Meeting 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. <u>COMMERCIAL GENERAL LIABILITY</u>: 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. <u>ENVIRONMENTAL POLLUTION INSURANCE</u>: 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.

<sup>6.12</sup> 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 April 24, 2025 Regular Meeting

#### 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.

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.

April 24, 2025 Regular Meeting
Page 265 of 812

#### Section 15: Funding

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

#### Section 16: Manner of Performance

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

#### Section 17: Public Records

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

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

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

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

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

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

### Section 18: Termination

The Agreement may be terminated upon the following events:

- A. <u>Termination by Mutual Agreement</u>. In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- В. This Agreement may be terminated for Termination for Convenience. 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.** <u>Termination for Lack of Funds.</u> 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. <u>Immediate Termination by Town.</u> 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

<u>Pursuant to Florida Statutes, Section 287.133</u>: "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 a may arise April 24, 2025 Regular Meeting

# 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. <u>Ownership of Documents</u>. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this April 24, 2025 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.** <u>Audit and Inspection Rights and Retention of Records</u>. 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.** <u>Independent Contractor</u>. 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.** <u>Conflicts</u>. 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. <u>Contingency Fee</u>. 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.** <u>Materiality and Waiver of Breach</u>. 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 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.</u>
- **G.** <u>Joint Preparation</u>. 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. <u>Drug-Free Workplace</u>. Contractor shall maintain a drug-free workplace.
- I. <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

- J. <u>Binding Authority</u>. 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.** <u>**Truth-in-Negotiation Certificate</u>**. 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.</u>

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  $|4^{44}$  day of March-2020.

WITNESSES:

ce E Bloke

may

ONTRACTOR

Evelyn Pagni, President

EDJ Services, LLC

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

**TOWN OF SOUTHWEST RANCHES** 

By: McKav. N

day of Maron 2

By: Andrew D. Berns, Town Administrator

day of March, 2020

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

April 24 2025 Regular Meeting, Town Attorney

# EXHIBIT "A-1"

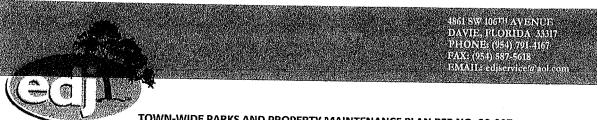
(Contractor's Proposal attached)



# 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: <u>edjservice@aol.com</u> Website: <u>www.edjservice.com</u>



#### 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
  - I Groundsmaster 4000D 11ft finishing mower
  - I Groundsmaster 7500D 96" zero turn
  - I 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.

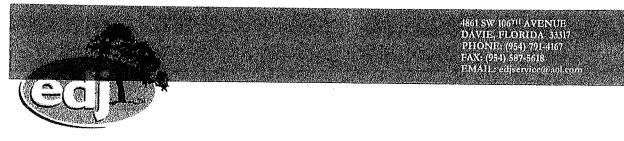
we currently have 6 crews for this task. This crew is responsible for weed eating, edging, mowing any areas the mow crew could not get, and blowing off all areas.

#### **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

1 | Page



#### 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.

#### 2 | Page

#### 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
D	33	Trailside Park 4 acres	\$83 84	Frequencies") \$ 6812 16
D	34	Sunshine Ranches Equestrian Park 20 acres	\$119263	\$ 31 034.38
D	35	Calusa Corners Park 11 acres	\$ 38206	\$ 7.1.41.20
D	36a.	Southwest Meadows Sanctuary Park 26 acres	\$ 899 39	\$ 10,79508
D	36b.	Southwest Meadows Sanctuary Park Landscaped areas, weed control 1 acre	\$ 15-9-	\$ 5,107 52
D	37a.	Rolling Oaks Park 44.5 acres	\$1441776	\$ 34 74/24
D	37b.	Rolling Oaks Park Butterfly Garden, weed 1 acre	\$ 57	\$ 7,952.64
D	38.	Frontier Trails Park 30 acres	\$ 92.28	\$ 110736
D	39.	Town Hall 2 acres	\$28193	\$ 6,74448
D	40.	Public Safety Facility <1 acre	\$20694	\$ 4.96656
D	41.	Stirling Rd. at SW 185 Way "pocket park" 1.6 acres	\$ 187 <sup>78</sup>	\$ 3,004 48
)	42.	Country Estates Fishing Hole Park 16 acres	\$ 334 46	\$ 8.02704
)	42b.	Playground ant bait <1acre	\$ 11568	\$ 1,388 16
	43.	Broadwing Building 1.7 acres	\$ 8219	\$ 493,14

\*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): <u>S</u> 29, 820,44 PROPOSER'S SIGNATURE: COMPANY NAME: <u>EDJ</u> Service LLC

49

RFP 20-007

36186950,1 36223274,1

# 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,	Per Acre	\$ 60
	Trimming and Maintenance	i di Adic	126-
2	Parks and Other Town Property Mowing	Per Acre	\$ 0.16
-	Only Maintenance	1 CI ACIE	1 1/7=
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	
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		\$ .52
10	Fire Ant Control Service	Per Square Foot	\$ .24
$\frac{10}{11}$	Laborer/Groundskeeper	Per lb. in place	\$ ,50
11		Per hour 8:00 a.m 4:30	\$ 34
12	Laborer/Groundskeeper	p.m., Mon-Fri	33
$\frac{12}{13}$		Per hour for all other times	\$ 4201
15	Supervisor/Foreman	Per hour 8:00 a.m 4:30	\$ 1126
14	Quantum (D	p.m., Mon-Fri	40 -
14	Supervisor/Foreman Certified Arborist	Per hour for all other times	\$ 4952
15	Certified Arborist	Per hour 8:00 a.m 4:30	\$ 0.50
16	Contification	p.m., Mon-Fri	1a -
17	Certified Arborist	Per hour for all other times	\$ 117.50
17	Skidsteer Loader with bucket, forks and	Per hour =	\$
	tree boom attachment with a minimum		70
	operating capacity of 3000 lbs. with		742
18	operator.		//
18	Skidsteer Loader with bucket, forks and	Per day =	5 5
	tree boom attachment with a minimum		50009
	operating capacity of 3000 lbs. with		J 95 -
10	operator.		
19	Skidsteer Loader with bucket, forks and	Per week =	\$
	tree boom attachment with a minimum		20
	operating capacity of 3000 lbs. with		1975-
	operator.		4.12
20	Skidsteer Loader with bucket, forks and	Per month =	\$ 80
	tree boom attachment with a minimum		80
1	operating capacity of 3000 lbs. with		11900
	operator.		(1)1 -
	Combination Front End Loader and	Per hour =	11,900 \$ 11,2 <sup>32</sup>
	Backhoe with a minimum operating		11000
	weight of 13,000 lbs., with operator		11d

RFP 20-007

36186950.1 36223274.1

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

22	Combination Front End Loader and		
44		Per day =	\$ 56
	Backhoe with a minimum operating		898-
23	weight of 13,000 lbs., with operator		010
23	Combination Front End Loader and	Per week =	\$, 80
	Backhoe with a minimum operating		4492-
24	weight of 13,000 lbs., with operator Combination Front End Loader and		1,110
24		Per month =	\$ 20
	Backhoe with a minimum operating weight of 13,000 lbs., with operator		17911-
25	Min. 15,000 GVM Dump Truck with		11,111
25	Operator	Per hour =	\$ 011 38
26	Min. 15,000 GVM Dump Truck with		07-
20	Operator	Per day =	\$17504
27			610-
21	Min. 15,000 GVM Dump Truck with Operator	Per week =	\$727520
28			2,010
20	Min. 15,000 GVM Dump Truck with Operator	Per month =	\$ 11 011
29	Watering Truck with Operator	 	16016
2.9	watering Truck with Operator	Per hour =	\$ 107 68
30	Watering Truck with Operator		109 -
50	watering Fruck with Operator	Per day =	\$07944
31	Watering Truck with Operator		801-
	Watering Truck with Operator	Per week =	\$411-29
32	Watering Truck with Operator	Day as out to	1143
33	Hydraulic Bucket Truck with a reach of	Per month = Per hour =	\$ 16,5885
	55', with operator	Per nour =	\$ 10879
34	Hydraulic Bucket Truck with a reach of	Per day =	100-
54	55', with operator	Per day =	\$ 113032
35	Hydraulic Bucket Truck with a reach of	Per week =	1000
	55', with operator	rer week =	\$ 515,60
36	Hydraulic Bucket Truck with a reach of	Per month =	
	55', with operator	rer month =	130/149
37	Mowing of turf area – Acreage	Dan agua	20,000 T
38	Melaleuca Mulch	Per acre=	\$ 98.62
39	Bahia Sod per pallet furnished & installed	Per Cubic Yard installed	\$ 41.00
	bana ood per panet turnisned & Installed	Per pallet furnished &	\$ 11.00
40	St Augusting End non called for the La	installed	715
0	St. Augustine Sod per pallet furnished & installed	Per pallet furnished &	\$ 1100
41		installed	760
41	8-2-10 – 90% sulphur coated	Per 50 lb. in place	\$ 50-
42	15-0-15 - 50% sulphur coated, with	Per 50 lb. in place	\$ 500
12	Talstar Mission Market Alexandre		20-
43	Micronutrients: Manganese, in granular	Per lb. in place	\$ ,00
L	form		6

51

36186950.1 36223274.1 RFP 20-007

#### 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	\$ 100		
45	Removal & Proper disposal of debris	Per Cubic Yard	\$ 9268		
46	Sunshine Ranches Equestrian Park Additional Ring and Trail dragging	Per Service	\$ 14286		
47	Re-set downed/wind thrown tree	Per Tree	\$ 22500		
48	Staking – root ball staking (preferred method)	Per Tree	\$ 7500		
49	Staking and guying - board and batten materials (3" caliper or greater)	Per Tree	\$ 75 00		
50	Staking and guying - lodge poles and sisal materials (3" caliper or less)	Per Tree	\$ 6500		
51	Removal of exotic/hazard tree	Per Caliper inch of trunk	\$ 5325		
52	% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	% J.65% X Cort & Plant.	\$		
	Miscellaneous Code Enforcement Maintenance				
53	Mowing/trimming maintenance	Per Individual Proposal			

#### PROPOSAL SIGNATURE

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

PROPOSER'S SIGNATURI War <u>AGNI</u> = 1.) ( **PROPOSER'S NAME:** COMPANY NAME:

52

RFP 20-007

36186950.1 36223274.1

#### 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]

53

36186950.1 36223274.1 RFP 20-007

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

**PROPOSER INFORMATION** NAME: 18 FL. 33338 ... Nenev<u>ail</u> Cty. ADDRESS: -つ FEIN: 236 430 STATE OR COUNT LICENSE NUMBER: 2 LICENSE TYPE; ida (Attach copy of license) LICENSE LIMITATIONS, IF ANY: (Attach a separate sheet, if necessary) LICENSEE SIGNATURE P LICENSEE NAME: **PROPOSER'S SIGNATURE:** PROPOSER'S NAME: 3317 PROPOSER'S ADDRESS: PROPOSER'S PHONE NUMBER: Office: 791 ζ, Cell: **PROPOSER'S EMAIL** By: e FL 33328 ame of Corporation/Enti Address of Corporation/Entity Signature of President or Authorized Principal ARC B Title: (If the Proposer is a Corporation, affix corporate seal)

54

RFP 20-007

36186950.1 36223274.1

#### 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 BLOWARD.

BEFORE ME, the undersigned authority, this day personally appeared <u>Alling and</u>, 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

EDJ SERVICE LIC of

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

Affiant's address is: 2. Undation, 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.

55

36186950.1 36223274.1

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.

GUI, Affiant (Print Affiant Name)

day of did take an oath.

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

Notary Public

hagia esroches (Print Notary Name) State of Florida at Large My Commission Expires: 02 2027

36186950.1 36223274.1 56

RFP 20-007

Page 286 of 812

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

#### **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 tion FL 1520 NU Inn Whe 57 RFP 20-007 36186950,1

#### 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 EDJ Service LLC **PROPOSER:** 

36186950.1 36223274,1

#### 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 Southurs Kasches
by EVELYN RPAGNi
for EDJ SERVICE LLC
whose business address is 486/ Su) 106 Auc.
_ Parie 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 trail 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

59

(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

36186950.1 36223274.1

#### 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] 60

> > RFP 20-007

36186950.1 36223274.1

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

ice LLC PROPOSER R D rinted Name) (Title) Sworn to and subscribed before me this 10 sulary, 20 20 day of Personally known Or Produced Identification Flori Anvers CANSA (Type of Identification) + lori Notary Public - State of 0 a. Notary Signature My Commission Expires A2 7

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

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

36186950, 1 36223274, 1 61 -

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

#### APPENDIX E NON-COLLUSION AFFIDAVIT

State of	of thank )) ss:
Count	Spieward,
	Bully A Dreyning being first duly sworn deposes and says that:
(1)	
(1)	He/She is the <u>Cloudland</u> (Owner, Partner, Officer, Representative or Agent) of <u>EATSERVICE</u> 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;

-7 17

- (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 Proposal, 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]

62

36186950.1 36223274.1

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007
PROPOSER: EDJ SERVICELLC
By: Tuliper Regree .
EVELYN R. PAGNI
(Printed Name) Owter Breedericy
(Title) Sworn to and subscribed before me this <u>16</u> day of <u>Junualy</u> , 20 <u>20</u>
Personally known
Or Produced Identification <u>Florida</u> <u>Drivers License</u> (Type of Identification)
Notary Public - State of <u>Florida</u> <u>Shaqua</u> <u>Inseco he</u> Notary Signature
My Commission Expires $02/20/2027$
(Printed, typed, or stamped commissioned name of notary public) Wy Commission Expires 02/20/2022 Commission No. GG 187977

63

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

APPENDIX F **CERTIFICATE OF AUTHORITY** State of SS: esta. County of I HEREBY CERTIFY that , as Principal or Owner of (Company name) EDJ Seidice LPC, is hereby authorized to execute the Proposal dated Jan. 28 20,20; 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  $\frac{d2}{dd}$  day of

<u>x, 2020</u>. <u>EBlohe</u> Secretary:

(SEAL)

EDJ SERVICE LLC PROPOSER:

64

RFP 20-007

36186950.1 36223274.1

#### 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 )

SS: County c

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  $\frac{1}{10}$ ,  $\frac{1}{10}$ , held on  $\frac{1}{12}$ , 2022, the following resolution was duly passed and adopted:

"RESOLVED, that <u>Guller Linited Liability Company</u>, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, Mar. 28 \_\_\_\_\_, 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  $\frac{23}{23}$  day of  $\frac{32}{2020}$ .

rice EBlaha

(SEAL)

PROPOSER: EDT SERVICE LLC

65

RFP 20-007

36186950,1 36223274,1

#### 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	)	Cashiers heck
	) ss:	

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

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

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

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.

68

[Signatures on next page]

RFP 20-007

36186950,1 36223274,1

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

#### APPENDIX K **GOVERNMENTAL CONTACT INFORMATION**

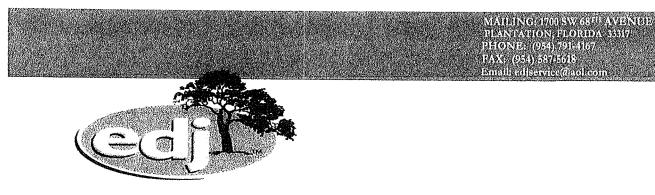
Please list NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

	NAME OF AGENCY		PHONE NUMBER	CONTACT PERSON
	Cety of Plantatero Rublie Works	750 NW 91, Coz. Mandatine, FL	954 49-335	Stere Rolgers
	Parker Rec.	Variance	100	Phil Goodreck
	Town of Dance Public Works	1901 Orange Dr Danie, FL	327-3943	Kenin Montaldi
(	Cety of Parklan Public Works	6500 Parkede D	954 757-4119	Kristine Veselinoric
	City of Oakland A	K 3650 NE 12 Ave 20 Oaklund Pork, FL	954 561-6190	Lyzabeth Fiore
		6591 SW 160 Ave Southwest Runches		Joe Ortain

PROPOSER: <u>FDJ SERVICE LLC</u>. "Please see attacked fr Additional (of

RFP 20-007

36186950.1 36223274.1



- SOUTH BROWARD DRAINAGE DISTRICT Contact: Mr. Joe Certin (954) 680-3025 Fax# (954) 680-3339 <u>JoeC@SBDD.org</u> 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.
- City of Hollywood 2600 Hollywood Blvd. Hollywood, FL 33022 Contact: Joshua Collazo – 954 921 3043 <u>JCollazo@Hollywoodfl.org</u>. Since 2016 and ongoing City wide Tree trimming and Removals till 2022.
- 3. City of Margate 6199 NW 10<sup>th</sup> Street, Margate FI. 33063 Contact: Ben Trapani – 954-975- 3306 <u>Btrapani@MargatefI.com</u> Since 2018-19 Ongoing Citywide Tree Trimming, Removal and Replacements
- 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. 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 rightof-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. <u>Kevin,Montaldi@davie-fl.gov</u>. 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.
- 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.

- 8. CITY OF PARKLAND Public Works Department, 6500 Parkside Drive, Parkland, Florida, 33067. Contact: Kristine Veselinovic (954) 757-4119 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 <u>SusanaTromp@semtribe.com</u>. 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. Since 2016 – 2019 Ongoing Citywide Tree Trimming and Removal

#### 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:

EDT SERVICE UChereby 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 Ent SERVICEUCs failure to comply with such regulations.

UCE2Blake

ATTEST

EDT SERVICE LLC

CONTRACTOR BY They agree

Print Name

Date:

PROPOSER: EDJ SERVICE LLC

71

#### 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: Myth Rigie
Proposer's Name: ESS SERVICELLC
Proposer's Address: 4861 SLU 106 Ave
Daine, FL 33328
Proposer's Phone Number: <u>954 791-416</u> 7
Proposer's Email: edjoervece & ADL. Com

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]

72

36186950 1 36223274 1

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-007
PROPOSER: EDT SERVICE LLC
State of Florida
County of Browence
The foregoing instrument was acknowledged before me this $\frac{16}{16}$ day of $\frac{1}{10000000000000000000000000000000000$
WITNESS my hand and official seal.
NOTARY Public Records of Broward County, Florida

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

73

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

PROPOSER: FAJ SERVICE LLC

36186950.1 36223274.1

#### 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: Jawn & Tandreape Maint. & Central Tack, Junio
Contract Amount: 300,000 Volunteer
Contract Date: 1993 and Telill ADing
Client Name: (ty of Plantation Ray &s & Recreation
Address: 9/51 NW 2 mg V
Contact Person: Mr. Phil Goodrich
Contact Person Tel. No.: 954 - 452 - 2511
Project Name Saux Mandelape Mand. Parks
Contract Amount: 445000
Contract Date: _ 9019 and 0190ing
Client Name: Town of Care - Public, Works
Address: 6901 Drarge Dr. Durie
Contact Person: Kener Montaldi
Contact Person Tel. No.:

36186950.1 36223274.1

April 24, 2025 Regular Meeting

74

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES
RFP NO. 20-007
Project Name: Newa & toroscape Maint. Tarkst KOW
Contract Amount: 795,000
Contract Date: 20/8 and Odaperta
Client Name: (1 trick Darkhand - Stublic, Works
Address: 6500 Parkide Dr. Parklund, FL
Contact Person: Dristere leselinotec
Contact Person Tel. No.: 9:14 - 757 - 4119

75

PROPOSER: EDJ SERVICE LLC

RFP 20-007

36186950.1 36223274.1

#### 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.

CLASSIFICATION OF WORK	NAME	ADDRESS	
Flitilization + Pert Ontrol	JKA Pesventrol	1700 SW 59 Ave. Plan Batum, FL 3:	5317
		/	

PROPOSER: EDJ SERVICE LLC

36186950.1 36223274.1 76

#### 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	1 ERP	
Addendum No.2	1 ER	
Addendum No.3		
Addendum No.4		

[Remainder of page intentionally left blank]

77

36186950.1 36223274.1

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

#### APPENDIX R LIABILITY CLAIMS

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

2.	a. Name: <u>City of Oak Kund Lark Busine Scince</u>
	b. Address: 3650 NE 124 AVE Calland Back 1
	c. Phone: <u>957-561-6155</u>
3,	d, Email: Nature of Claim: DQMAGED water Pipe
4.	Date of Claim: //-20 - 20/5
5.	Resolution Date of Claim and how resolved: <u>Claim Paib</u> \$ 1474.
6.	If applicable:
	a. Court Case Number:N/A
	b. County:
PROP	C. State: OSER: <u>FDJ SERVICE UC</u> .
	:
186930'1	<b>39</b> RFP 20-008
10070301	NET 20-000

....

•

. . .. ..

• •••

#### Claim Number Inquiry

#### Page 1 of 2



## **Claim Details**

Logged On As: fi21207 Robert Gonzalez

Logoff

Home

🖨 Go Back

Enter a Claim Number: 572829 OK

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 Specialis	t 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 Lo	DSS: INS BUSINESS HAS DMGED A PIPE	AND PLUMBING ON THE PREMISES WHILE

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

#### Claimant: CITY OF OAKLAND PARK

		Claim Total			
All Claimants			Reserves	Payments	Expenses
All Claimants	·····		1		
COMB BI/PD	1000000	PROP DMG		\$ 1,474.47	\$ 0.00
the second s			Reserves	Payments	Expenses
Mator Peril	lLimits	Cause Loss	Reserves	Destructure	1_

#### Work Flow Entries (KLWF)

User Date Reminder Description Worked

#### **Coverage Information**

https://ffblink.com/fbClaimInfo/Default.aspx?claimnum=572829&mem=892936

1/15/2020

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

#### APPENDIX R W-9

#### **INSERT W-9**

79

t

36186950.1 36223274.1

Depart	W-9 October 2018) ment of the Treasury I Revenue Service	Request for Taxpayer Identification Number and Certifi Go to www.irs.gov/FormW9 for instructions and the late	est information		Give Form to the requester. Do a send to the IRS	not
	EDJ SERVICE	on your income tax return). Name is required on this line; do not leave this line blank.			I	
Print or type. See Specific Instructions on page 3.	<ul> <li>Individual/sole single-member</li> <li>Limited liability</li> <li>Note: Check tt</li> <li>LLC if the LLC th is disregarded</li> <li>Other (see inst.)</li> </ul>	proprietor or □ C Corporation □ S Corporation □ Partnership company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner le appropriate box in the line above for the tax classification of the single-member ov is classified as a single-member LLC that is disregarded from the owner unless the o at is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single from the owner should check the appropriate box for the tax classification of its owner uctions) ► Street, and apt. or suite no.) See instructions. <u>H AVENUE</u> P code 328	Trust/estate ship) ►S wher. Do not check wher of the LLC is	Certain ent Instruction Exempt par Exemption code (if an	ounts maintained outside the U.	9
Par		er Identification Number (TIN)				
resider entities 7N, la <b>lote:</b>	at alien, sole proprie a, it is your employe ter. If the account is in r	opriate box. The TIN provided must match the name given on line 1 to avoid to avoid the second second to avoid the second second to avoid the second second second to avoid the second s	a or	]-[]	-	
Part						L
Inder	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.

Certification instructions. 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.

Sign	Signature of /		1 1 de	) _ <u>_ · · · · · · · · · · · · · · · · · </u>	·····	
Here	U.S. person	L ABE	UNA	June	Date 🏲	
<b>C</b> = = = =	unt lunt	L'			·····	

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

#### **Purpose of Form**

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 (TIN), 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.

Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- · Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property) 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.

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

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

#### APPENDIX S PROOF OF INSURANCE

### INSERT PROOF OF INSURANCE

80

36186950.1 36223274.1

		FICATE OF LIAI	THIS	EDTICIOATE IS	10 011000 100	DATE (MAIDDAY) 10/01/2019
	Robert Gonzalez Insurance Age 5220 S University Dr. Suite 105C Davie, FL 33328	ncy	HOLDE	R. THIS CEPT	ISSUED AS A MATTE S NO RIGHTS UPON FICATE DOES NOT A DE AFFORDED BY THE	THE CERTIFICA
ſ	INSURED		INSURER	SAFFORDING	OVERAGE	NAIC #
ľ	EDJ Service, LLC 1700 SW 68th Avenue		INSURER A:	Florida Farm I	Bureau	02918
F	Plantation, FL 33317		INSURER C:			
Ľ	COVERAGES		INSURER D:			
	THE POLICIES OF INSURANCE LISTED E ANY REQUIREMENT, TERM OR CONDI MAY PERTAIN, THE INSURANCE AFFOR POLICIES. AGGREGATE LIMITS SHOWN ISR AGGREGATE LIMITS SHOWN IR INSTRICT TYPE OF INSURANCE	ELOW HAVE BEEN ISSUED TO TH TON OF ANY CONTRACT OR OT DED BY THE POLICIES DESCRIBE MAY HAVE BEEN REDUCED BY PA	E INSURED NAMED IER DOCUMENT W D HEREIN IS SUBJE ID CLAIMS.	ABOVE FOR THE TH RESPECT TO ECT TO ALL THE T	POLICY PERIOD INDICATED WHICH THIS CERTIFICATI ERMS, EXCLUSIONS AND (	D. NOTWITHSTANDIN E MAY BE ISSUED O CONDITIONS OF SUC
	GENERAL LIABILITY	POLICYNUMBER	POLICY EFFECTIV DATE IMM/DD/YY	E POLICY EXPIRATI	QN III	lits
	GEN'L AGGREGATE LIMIT APPLIES PER	CPP 9521648	04/09/2019	04/19/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Eu occuranco) MED EXP (Any che person)	s 1,000,0 s 50,0 s 5,00 s 1,000,0 s 2,000,0
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS		1		COMBINED SINGLE LIMIT (Ea accident)	s 1,000,00
	V SCHEDULED AUTOS	ABF 1238898	04/09/2019	04/09/2020	BODILY INJURY (Per person)	5
	V NON-OWNED AUTOS				BODILY INJURY (Peraccideni)	s
					PROPERTY DAMAGE (Per accident)	s
	ANYAUTO				AUTO ONLY - EAACCIDENT	5
A	EXCESS/UMBRELLA LIABILITY				AUTO ONLY: AGG	
		UMC 9523565	04/09/2019	04/09/2020	AGGREGATE	<u>s 1,000,000</u> s 1,000,000 s
-+	WORKERS COMPENSATION AND					5
	ANY PROPRIETOR/PARTNER/EXECUTIVE				TORY LIMITS ER	······
-	SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE S	
ľ	DTHER				EL. DISEASE - POLICY LIMIT S	
ESCR	PTION OF OPERATIONS / LOCATIONS / VEHICLES. Builders, Inc. and others por uni	EVALUATION				
ith r	espects to General Llability and	tten contract are listed as a Automobile Liability.	additional insure	s ads on a prima	ry and non-contribute	ory basis
RTI	FICATE HOLDER		CANCELLATION			
			SHOULD ANY OF THE	ABOVE DESCRIBED	POLICIES BE CANCELLED BEFO	RE THE EXPLOATION
			NOTICE TO THE CER IMPOSE NO OBLIGAT	THICATE HOLDER NA	MED TO THE LEFT, BUT FAILUR F ANY KIND UPON THE INSURE	DAYS WRITTEN
ORD	25 (2001/08)		AUTHORIZED REPARSE	WTATIVE Robert		
					@ACORD CORPO	jka non 1988
1.12015-7			~	-		

CERTIFICATE OF LIABILITY INSURANCE     OPTION OF MAINTON ONLY AND CONFERS NO RIGHTS UPON THE CARDING AND THE POLOCY AND A THE POLOCY OF MAINTON ONLY AND CONFERS NO RIGHTS UPON THE CARDING AFFORDED AT THE POLOCY OF MAINTON ONLY AND CONFERS NO RIGHTS UPON THE CARDING AFFORDED AT THE POLOCY OF MAINTON ONLY AND CONFERS NO RIGHTS UPON THE CARDING AFFORDED AT THE POLOCY OF MAINTON ONLY AND CONFERS NO RIGHTS UPON THE CARDING INSURANCE, AUTHORIZED     RENTROLATE OF POLOCY OF MAINTANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUED INSURANCE, AUTHORIZED     RENTROLATION IN MAVIAGE, AUGUSTE AND THE CERTIFICATE HOLDER.     THE OSCILLETATE OF MAINTANCE OF ROBOTIONAL INSURED, THE OSCILLETATE OF THE ISSUED IN MAINTON ONLY AND CONFERS NO RIGHTS UPON THE ISSUED IN THE OSCILLETATE OF MAINTANCE OF THE OSCILLETATE OF THE OSCILLETATE OF MAINTANCE OF THE OSCILLETATE OF MAINTANCE OF THE OSCILLETATE OF THE OSCILLETAT				_		
THE OFFICIENT IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS     EVENTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE CERTIFICATE HOLDER. THIS     ELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE DECIDER OF THE POLICIES     ELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE EVENTIFICATE HOLDER.     MERRESENTATION ONLY OR PRODUCED, AND THE CERTIFICATE HOLDER.     MERRESENTATION ONLY OR PRODUCED, AND THE CERTIFICATE HOLDER.     MERRESENTATION ONLY OR PRODUCED, AND THE CERTIFICATE HOLDER.     MERRESENTATION ONLY ON THE ACCONTRACT BETWEEN THE DECIDENT STRENGT ON THE DOLLING A REGULAR STRENGT ON THE POLICY ON TH		CATE OF LIABILITY I	NSURANC	F	DATE (N	M/DD/YYYY)
Control Arenew Control Arenew Control Arenew Control Conter Control Control Control Control Control Control Control Contr		-			5/1	16/2019
Refression Alle OR PAODUCER, AND THE CENTREATE HOLDER. PROVINCE OR PROJUGES, AND THE CENTREATE HOLDER. PROVINCE THE ORDER OF A AND THE CENTREATE HOLDER. PROVINCE OF A DECEMBER OF A CONTRACT OF A DECEMBER OF A DEC	I CERTIFICATE DOES NOT AFFIRMATIVELY OR N	IEGATIVELY AMEND. EXTEND OR	ALTER THE CO	VERAGE ARECORDED	OV THE	20110166
IMPORTANT: If the confiderate holder is an ADDITIONAL INSURED, the polloy(lear must how ADDITIONAL INSURED provides or be endorsed. In this of sectificate does not conter lights to the excilinate holder in light of the policy, certain policies may require an endorsemant. A statement on this excilinate does not conter lights to the excilinate holder in light of the policy, certain policies may require an endorsemant. A statement on the excilinate does not conter lights to the excilinate holder in light of the policy.            wearders SUND, Tayrings 500         Sci. Petersburg, H. 33701         Sci. Petersburg, H. 3700	REPRESENTATIVE OR PRODUCER AND THE CER	DES NOT CONSTITUTE A CONTR	ACT BETWEEN	THE ISSUING INSUREF	R(S), AU1	rhorized
Handback Link Is WAVED, subject to the series and conditions of the policy, certain policions may require an endorsement. A statement on     measures SULX in the total certain statement in the series and conservation of the policy, certain policions may require an endorsement. A statement on     measures SULX in the total certain statement in the series and conditions of the policy, certain policions may be added to the certain statement in the series and conditions of the policy, certain policions may be added to the certain statement in the series and conditions of the policy, certain policions may be added to the certain statement in the series and conditions of the policy, certain policions may be added to the certain statement in the series and conditions of the policy, certain policions may be added to the policy of the	IMPORTANT: If the certificate holder is an ADDITI	IONAL INSURED the policy/las) mu			a ar ha	
Tore of ender and the calificate index in lieu of such andorsement(s).     Tore of the calificate index in lieu of such andorsement(s).     Tore of the calification is LC.     Tore of the calification is L	I I SUBRUGATION IS WAIVED, subject to the terms	s and conditions of the policy cort	ain noticioe may	require an endorsemer	nt. A stat	tement on
Constraint Ave, Suite Stop     St. Petersburg, FL 33/701     St. Petersburg, FL 30/701     St. Petersburg, FL	tins certificate does not confer rights to the certific	ate holder in lieu of such endorsem	ent(s).			
St. Petersburg, FL 33701	c/o TLR of Bonita, Inc	ID: (TLR)	Workers' Cor	np Department		
S.I. PERFSDURG, FL. 33/U1  ADDESSE	700 Central Ave, Suite 500	I E-MAIL			<u>; 727</u>	-525-3862
HEURED HEURER AL SUNZ Insurance Company 43762 IT.K. of Bonita, InC IT.K.	St. Petersburg, FL 33701	ADDRESS:				
BELLS     BELSS     BELS     BELLS     BELLS     BELLS     BELLS     BELLS     B						
EnterprisedH7       Insures c_i         200 Central Avenue Sulis 500       Insures c_i         St. Petersburg FL 33701       Insures c_i         Insures c_i       Insures c_i         COVERAGES       CERTIFICATE NUMBER: 457107         THIS 16 TO Central YMAT THE EVOLUCES OF INSURANCE LISISO COLONICION OF ANY DOUETON THE INSURED TO THE INSURED ADDREES FOR THE POLICY PERIOD         MILLIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY AND CLAMS.         Wild Torker Hellows       Addressed Colonician Or ANY PERTAIN.         Wild Torker Hellows       Addressed Colonician Or ANY PERTAIN.         Wild Torker Hellows       Bableter To ALL THE TERNS.         Wild Torker Hellows       Addressed Colonician Or ANY PERTAIN.         CLAMS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY AND CLAMS.       Imms         Wild Torker Hellows       Torker Hellows       State Colonician Or Any PERTAIN.         CLAMS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY AND CLAMS.       Imms       Imms         CLAMS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY AND CLAMS.       Imms       Imms         CLAMS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY AND CLAMS.       Imms       Imms         CLAMS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY AND CLAMS.       Imms       Imms	INSURED		Jivz insulance Col	npany		34762
TOD Central Avenue Suite 500       Insurents::::::::::::::::::::::::::::::::::::	I EnterpriseHR			····		
COVERAGES         CENTIFICATE NUMBER: 487/307         REVISION NUMBER: Insumare : REVISION NUMBER: 487/307           THIS TO GETTEY TAIL THE POLICIS OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE FOLICY PERIOD DECOMENDATION TO COMPANY RECOMPANY INTER INSURANCE AFFORDED BY THE POLICY OF OTHER DOCUMENT WITH RESPECT TO WHICH THE SECURITION AND COMPILING SUCCESS OF INSURANCE AFFORDED BY THE POLICY PERIOD DECUMENTAL ADDICATION OF THE INSURANCE AFFORDED BY THE POLICY PERIOD COLMMENT WITH RESPECT TO ALL THE TERMS, RECLUSION AND ALL ABENET TO ALL THE INSURANCE AFFORDED BY THE POLICY DEC BY FAIL OLL ALMS.           Image: Insurance i	700 Central Avenue Suite 500	INSURER D :				
COVERAGES         CENTIFICATE NUMBER: 437:5017         REVISION NUMBER:           THIS IS TO CENTIFY THAT THE PICICIES OF INCLARACE LISE DEBLOW HAVE BEEN ISSUED TO THE INSURED TO ALL DOWN FOR THE POLICY PERIOD         POLICY PRIOD	St. Petersburg FL 33701	INSURER E :				
HIS DO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BLOW MAVE BEEN ISSUED TO THE INSURANCE ABOVE FOR THE FOLCY PERIOD         INDICATE. NAVY BE ISSUED OF MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED COMMENT WITH RESPECT TO WHICH THIS         SCALISSION AND CONDITIONS OF ANY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED SUBJECT TO ALL THE FEME.         SCALISSION AND CONDITIONS OF ANY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED SUBJECT TO ALL THE TENDS.         SCALISSION AND CONDITIONS OF ANY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED SUBJECT TO ALL THE TENDS.         SCALISSION AND CONDITIONS OF ANY PAUS ELSE. LIMITS SHOWN MAY HAVE ELSE CALIDOLATING.         COMMENCIAMENT LIMIT APPLIES PER.         COMMONIE LIABELITY         COMMONIE LIABELITY         COMMONIE LIABELITY         CANNONIE LIABELITY         ANTRO ONLY         ANTRO ONLY         SCHEDULED         ANTRO ONLY         ANTRO ONLY <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td></td<>						
CERTIFICATE HAW LEI ESSUED OF MAY FEDERENE IN EASI UN CONJUNCT OR OTHER DOLUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH FOLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED DEPARTED CEDERENE SUBJECT DO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH FOLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED DEPARTED CEDERENE SUBJECT DO ALL THE TERMS. EXCLUSIONS MAD CONDITIONS OF SUCH FOLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED DEPARTED CEDERENE SUBJECT DO ALL THE TERMS. EXCLUSIONS MAD CONDITIONS OF SUCH FOLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED DEPARTED CEDERENCE COMMERCIAL CRIMERAL LIABLINY COMMERCIAL CRIMERAL CRIMERAL CRIMERAL CRIMERAL SCHEDUCES EVAL ACORRACTE LIABLINY COMMERCIAL CRIMERAL CRIMERAL CRIMERAL SCHEDUCES EVAL ACORRACTE LIABLINY COMERCIAL CRIMERAL CRIMERAL CRIMERAL SCHEDUCES EVAL ACORRACTE LIABLINY COMERCIAL CRIMERAL CRIMERAL CRIMERAL SCHEDUCES EVAL ACORRACTE LIABLINY COMERCIAL CRIMERAL CRIMERAL CRIMERAL SCHEDUCES EVAL ACORRACTE SCHEDUCES COMERCIAL CRIMERAL CRIMERAL SCHEDUCES COMERCIAL CRIMERAL CRIMERAL SCHEDUCES EVALUATION SCHEDUCES COMERCIAL CRIMERAL CRIMERAL SCHEDUCES COMERCIAL CRIMERAL CRIMERAL SCHEDUCES COMERCIAL CRIMERAL CRIMERAL SCHEDUCES COMERCIAL CRIMERAL CRIMERAL SCHEDUCES EXCLUSIONS COMERCIAL CRIMERAL CRIMERAL SCHEDUCES COMERCIAL CRIMERAL CRIMERAL CRIMERAL SCHEDUCES CRIMERAL CRIMERAL CRIMERAL CRIMERAL SCHEDUCES CRIMERAL CRIMERAL CRIMERAL CRIMERAL SCHEDUCES CRIMERAL CRIMERAL CRIMERAL SCHEDUCES CRIMERAL CRIMERAL CRIMERAL CRIMERAL SCHEDUCES CRIMERAL CRIMERAL CRIMERAL SCHEDUCES CRIMERAL CRIMERAL CRIMERAL SCHEDUCES CRIMERAL CRIMERAL C		UMBER: 48715017	D TO THE MOUDE	REVISION NUMBER:		
TYPE OF INSURANCE     ADDISINGS     POLICY HUMBER     DATE STREET     ELMITS       I COMMERCIA CREMERAL LABLITY     I COMMERCIA CREMERAL LABLITY     ECAN FOCUMENCE     \$       I COMMERCIA CREMERAL LABLITY     I COMMERCIA CREMERAL CREMERAL REPORT RE	CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE	FIRM OR CONDITION OF ANY CONT	RACT OR OTHER (			
COMMERCIAL GENERAL LIABLITY       Introduction       Commence of the second constraints of the second constrainted constrated conseresent with the constraints of the second cons	INSR LTR TYPE OF INSURANCE ADDLISUBRI	POLICY NUMBER POLICY	EFF POLICY EXP			
		POLICI HUMBER			1	
GENT. AGGREGATE LIMIT APPLIES PER.       PRESCHAL ADVINURY       S         POLICY       GENTALAGGREGATE       S         POLICY       GENTALAGOREGATE       S         AUTOMOBILE LIABLITY       GENTALGOREGATE       S         ANTONO       SCHEDULED       GENTYDE         ANTONO       SCHEDULED       GENTYDE         ANTONO       SCHEDULED       GENTYDE         ANTE SERVICES       S       GENTYDE         ANTE SERVICES       S       GENTYDE         ANTE SERVICES       S       GENTYDE         ANTE SERVICES       S       GENTYDE         ANTONE       GENTYDE       S       GENTYDE         AND ENCLORES       S       GENTYDE       S         AND ENCLORES LIABUITY       N/A       WC016-00001-018       G/1/2018       G/1/2018       S         AND ENCLORES LIABUITY       N/A       WC016-00001-018       G/1/2018       G/1/2019       S       S      <	CLAIMS-MADE OCCUR			DAMAGE TO RENTED PREMISES (Ea occurrence)		
GENERAL AGGREGATE       3         POLUCY       F205       Loc         OTHER       PODUCY       F205         ANTONODIE LLABLITY       S         ANTONODIE LLABLITY       S         ANTONON       COMBINED SINGLE LUMIT       S         DODLY MUNTY (Per recodem)       S         DODLY MUNTY (Per recodem)       S         ANTOS ONLY       ANTOS ONLY       S         ANTOS ONLY       CALMOS MAD       S         ANTOS ONLY       CALMOS MAD       S         ANTOS ONLY       CALMOS MAD       S         ANTOS ONLY       ANTOS ONLY       S         ANTOS ONLY       CALMOS MAD       S         AND EMICTORY MANNEE       S       S         AND EMICTORY MANNEE       S       AGGREGATE         AND EMICTORY MANNEE       S       S         AND EMICTORY MANNEE       S       AGGREGATE         AND EMICTORY MANNEE       S       AGGREGATE       S         AND EMICTORY ANNEE       S       AGGREGATE       S         AND EMICTORY MANNEE       S       AGGREGATE       S         AND EMICTORY MANNEE       S       AGGREGATE       S         AND EMICTORY MANNEE       S						
POLICY				PERSONAL & ADV INJURY	s	
OTHER:       PRODUCTS - COMPORACE IS         AUTONOGULE LLABLITY       S         ANY AUTO       CONSINCE LINIT         OWNED       SCHEDULED         AVATO       BOOLY INJURY (Person) S         DEDILY INJURY (Person) S       BOOLY INJURY (Person) S         HIRD       MATOS ONLY         AVATOS       AUTOS ONLY         AVATOS       COUNTS -				GENERAL AGGREGATE	s	
AUYOMOBILE LABILITY       Image: Constraint of the second se				PRODUCTS - COMP/OP AGG		
ANY AU U       SCHEDULED         OWEDONLY       AUTOD ONLY         AUTOD ONLY       AUTOD ONLY         BODILY INJURY (Par accident) S         AUTOD ONLY       S         BODILY INJURY (Par accident) S         S       S         BODILY INJURY (Par accident) S         BODICY INTO OF COLORATIONS (PARATION         BODILY INDURY (Par accident) S				COMBINED SINGLE LIMIT		
COVIED ONLY     AUTOS ONLY	ΑΝΥ ΑΥΤΟ					
HRED       ADX-OWEED       ADX-OWEED       \$         HURDS ONLY       ADX30 ONLY       S         UMBRELLA LIAB       OCCUR       \$         LEXCESS LIAB       CLAMIS-MADE       ACCELLATION \$         ADDED       ARTENTION \$       ACCENTRENCE         ADDED       ADXENDMENT       S         AND CORMENSATION       CLAMIS-MADE       ACCENTRENCE         ADDED       ADDED       ACCENTRENCE       S         AND CORMENSATION       CLAMIS-MADE       S       ACCENTRENCE         AND CORMENSATION       WC016-00001-019       6/1/2019       6/1/2019       EL. EACH ACCIDENT         AND REPRESENTIONS AND CORMENSATION       WC016-00001-018       6/1/2018       6/1/2019       EL. EACH ACCIDENT         MURD ADDITION OF OPERATIONS AND CORDINATIONS AND CONTROL ON ON OPERATIONS AND CONTROL ON OPERATIONS / VEHICLES (ACCRD 101, Additional Remarks Schedule, may be attached if more space is required)       CONTROL ON OPERATIONS / VEHICLES (ACCRD 101, Additional Remarks Schedule, may be attached if more space is required)       CONTROL ON OPERATIONS / VEHICLES (ACCRD 101, Additional Remarks Schedule, may be attached if more space is required)       CONTROL ONLY         CONFIGURATION OF OPERATIONS / VEHICLES (ACCRD 101, Additional Remarks Schedule, may be attached if more space is required)       CONTROL ONLY       CONTROL ONLY         CONFIGURATION OF OPERATIONS / VEHICLES (ACCOR						
Image: Interest Lab       OCCUR       S         Image: Interest Lab       Image: Interest Lab       Image: Image	HIRED NON-OWNED			PROPERTY DAMAGE		
Excess LLB       CLAINS-MADE         DED       IRETENTION 3         A       WORKERS COMPENSATION AGGREGATE         A       WORKERS COMPENSATION AMPROPRISE LIABULTER SECUTIVE (Mandator) IN HIL If yes, describe under DESCRIPTION OF OPERATIONS below         ESCRIPTION OF OPERATIONS / 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         ERTIFICATE HOLDER       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.					S	
DED       RETENTIONS         A       MORKERS COMPENSATION         AND EMPLOYERS' LABILITY       WC016-00001-019         MORKERS COMPENSATION       OF/1/2019         AND EMPLOYERS' LABILITY       WC016-00001-019         MORTHIG TONPARTINER/EXECUTIVE       IN / A         WC016-00001-018       6/1/2019         OF/1/2018       6/1/2019         EL. EACH ACCIDENT       \$ 1,000,000.00         EL. DISEASE - EA EMPLOYEE       \$ 1,000,000.00         DESCRIPTION OF OPERATIONS / LOCATIONS below       EL. DISEASE - POLICY LIMIT         DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES       (ACORD 101, Additional Romarks Schedule, may be attached if more space is required)         Coverage Provided for all leased employees but not subcontractors of: EDJ Service Inc       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         AUTHORIZED REPRESENTATION       AUTHORIZED REPRESENTATIVE       AUTHORIZED REPRESENTATIVE				EACHOCCURRENCE	\$	
A MORKERS COMPENSATION AND EMPLOYERS' LABLITY AND PROPRIETOR/PARTHEMERECUTIVE (Mandatory in NI) If yes, described under DESCRIPTION OF OPERATIONS below ESCRIPTION OF OPERATIONS / 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 ERTIFICATE HOLDER GANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPRATION OF OPERATIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE AUGUAL AUTHORIZED REPRESENTATIVE AUGUAL AUTHORIZED REPRESENTATIVE AUGUAL AUGUAL AUG	CLAIMS-MADE			AGGREGATE	s	
AND EMPLOYERS (LABILITY MYPROPRESERVECUDED? (Mandatory in Ni) DESCRIPTION OF OPERATIONS below       Y I STATUTE )       I ER         EL. EACH ACCIDENT (Mandatory in Ni) DESCRIPTION OF OPERATIONS below       N / A       WC016-00001-018       6/1/2018       6/1/2019       E.L. EACH ACCIDENT E.L. DISEASE - PARPLOYEE \$1,000,000,00         ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)       Statched if more space is required)         Coverage Provided for all leased employees but not subcontractors of: EDJ Service Inc       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       AUTHORIZED REPRESENTATIVE Rick Leonard       AUTHORIZED REPRESENTATIVE AUTHORIZED REPRESENTATIVE	A WORKERS COMPENSATION	016-00001-019 6/1/201	 		<u>s</u>	
Imandatory       N/A       EL. DISEASE - EA EMPLOYEE       \$ 1,000,000.00         If yas, describe under       EL. DISEASE - EA EMPLOYEE       \$ 1,000,000.00         DESCRIPTION OF OPERATIONS below       EL. DISEASE - POLICY LIMIT       \$ 1,000,000.00         ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES       (ACORD 101, Additional Romarks Schedule, may be attached if more space is required)         Coverage Provided for all leased employees but not subcontractors of: EDJ Service Inc         ERTIFICATE HOLDER       CANCELLATION         Provided for all leased employees but not subcontractors of: EDJ Service Inc         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			8 6/1/2019			
DESCRIPTION OF OPERATIONS below       E.L. DISEASE - POLICY LIMIT       \$ 1,000,000,00         ESCRIPTION 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         Coverage Provided for all leased employees but not subcontractors of: EDJ Service Inc       ERTIFICATE HOLDER       CANCELLATION         Second Provided for all leased employees but not subcontractors of: EDJ Service Inc       Second Provided for all leased employees but not subcontractors of: EDJ Service Inc         Second Provided for all leased employees but not subcontractors of: EDJ Service Inc       Second Provided for all leased employees but not subcontractors of: EDJ Service Inc         Bertificative: 2/8/18       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       AUTHORIZED REPRESENTATIVE         Bertificative:       AUTHORIZED REPRESENTATIVE	(Mandalory in NH)		1 F			
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Romarks 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 ERTIFICATE HOLDER CANCELLATION 9650 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	If yes, describe under DESCRIPTION OF OPERATIONS below		- F	+		
Coverage Provided for all leased employees but not subcontractors of: EDJ Service Inc Client Effective: 2/8/18 ERTIFICATE HOLDER CANCELLATION 9650 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			1		0 1,000,0	<u>,,,,,,</u>
Coverage Provided for all leased employees but not subcontractors of: EDJ Service Inc Client Effective: 2/8/18 ERTIFICATE HOLDER CANCELLATION 9650 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						
Coverage Provided for all leased employees but not subcontractors of: EDJ Service Inc Client Effective: 2/8/18 ERTIFICATE HOLDER CANCELLATION 9650 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						
ERTIFICATE HOLDER  ERTIFICATE HOLDER  CANCELLATION  Generation  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  MURAC			more space is required	1)		
ERTIFICATE HOLDER CANCELLATION 9650 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	Coverage Provided for all leased employees but not subco Client Effective: 2/8/18	ontractors of: EDJ Service Inc				
9650 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						
9650 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						
9650 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						
9650 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	anna da municipalitati da anna presidente da competitiva da competitiva da competitiva da competitiva da compet					
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	CERTIFICATE HOLDER	CANCELLATI	ON			
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rick Leonard	000					
ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Rick Leonard		THE EXPIRA	OF THE ABOVE DES	SCRIBED POLICIES BE CA		BEFORE
AUTHORIZED REPRESENTATIVE Rick Leonard		ACCORDANCE	WITH THE POLICY	PROVISIONS.		
Rick Leonard	-					
		AUTOKIZED REPR	EVENIALIVE F	DEC		
	3	Rick Leonard	Þ	the contraction of the contracti		
			1988-2015 400		ll righte	reserved

#### ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

ABTIBLIN + TIR of Bonits, Inc FEO 016 MASTER CERT ( Rosemary Young ( 5/16/2019 3:18:06 PM (EDT) ) Page 1 of 1

#### 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

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

36186950.1 36223274.1 81

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

COMPANY NAME: WXL TITLE: ADDRESS: file L TELEPHONE: 6 DATE:

36186950.1 36223274.1 82

#### 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: 486/ Sw 106 Auce
City, State, Zip: Dane FL 33328
CERTIFIED BY: <u>EVELUN R. 1.46</u> 01 (type or print)
TITLE: Owner Bres
SIGNATURE: Mulified Repu DATE: 1-23-2020
83

36186950,1 36223274.1

		RDOWA	adera a stratiga				
		GROWAF	RD COUNTV	10041			2019 - Sec.
	1	15 S. Andrew	SAVE D	LOCAL BU	SINESS TAV		
		VΔI	ID OOTOT	100, Ft. Lauderda	SINESS TAX I Ie, FL 33301-189 UGH SEPTEMBI	RECEIPT 5 954-831-4000 FR 20 <b>2022</b>	
			CDCR	1,2019 THPO	LOUI 33301-189	5 - 954-831,4000	
	<b>.</b> .	DBA:			OGH SEPTEMBI	ER 30 2020	
E	susiness	Name: EDJ S	ERVICE LLC				
Busi	Owner iness Loc	Name: EVELYN ation: 4861	R PAGNI 106 AVE	Sta	Receipt Business Typ Business Opened te/County/Cert/Reg	#:324-236430 e: d:10/06/2010	ANDSCAPE
	-11000 -	DAVIE hone: 954-79	1-4167		Exemption Code	<b>j:</b>	
		oms			-wombriou Code	):	
	κu		Seats	Employees 20	Machines	Professionals	
Tay		Number of Mach	lines:	For Vending Business On	le.		
	Amount	Transfer Fee	NSF Fee				
L	150.00	0.00		Penalty	Vending Type:		
a a a a a a a			0.00	0.00	Prior Years C	ollection Cost Total Paid 0.00 150.	
					*		

# 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.

Malling Address:

EVELYN R PAGNI 1700 SW 68 AVE PLANTATION, FL

33317

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

2019 - 2020

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

Classification: (26)d Administration/Management Office

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

ULSAN K. Slatting

THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED

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

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 TREE SERVICE LLC	Receipt #:189C-228296 TREE TRIMMING/TREE MAINTENANCE Business Type:
Owner Name: RICHARD E BLAHA Business Location: 4861 SW 106 AVE DAVIE Business Phone: 954-791-4167	Business Opened:10/13/2009 State/County/Cert/Reg:A-813 Exemption Code:

iness Phone: 954-791-4167

....

Rooms	Seats	Employees 20	Machines

	Number of Machi	F	or Vending Business Or	nly		ì	
Tax Amount	Transfer Fee			Vending Type	<b>):</b>		
54.00	0.00	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid	
	0.00	0.00	0.00	0.00	0.00	54.00	

## 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:

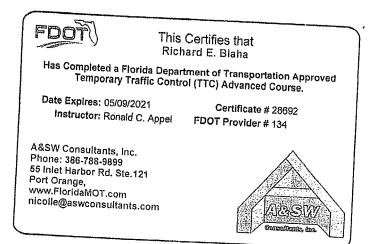
EDJ TREE SERVICE LLC 1700 SW 68 AVE PLANTATION, FL 333 33317

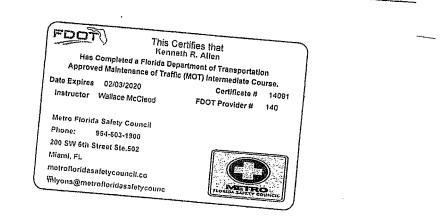
Receipt #1CP-18-00013565 Paid 07/30/2019 54.00 07/29/2019 Effective Date

Professionals

2019 - 2020

2739 U.S. Highway 19 N.       Holday, FL 34691       This Conflictede Is lased as a matter of induces. This Conflictede is lased as a matter of induces. This Conflictede is lased as a matter of induces. This Conflictede is lased as a matter of induces. This Conflictede is lased as a matter of induces. This Conflictede is lased as a matter of induces. This Conflictede is lased as a matter of induces. This Conflictede is lased as a matter of induces. This Conflictede is lased as a matter of induces. This Conflictede is lased as a matter of induces. This Conflictede is lased as a matter of induces. This Conflictede is lased as a matter of induces. This Conflictede is lased as a matter of induces. This Conflictede is lased as a matter of induces. This Conflictede is lased as a matter of induces. This Conflictede is lased as a matter of induces. This Conflictede is lased as a matter of induces. This Conflictede is lased as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as a matter of induces. This Conflictede is lasted as matter of induces. This Conflicte	Drodu	CERTIFIC	ATE OF L	IABIL	ITY I	NSURANCE		Date
Insured:       South East Personnel Leasing, Inc. & Subsidiaries       Insurer Affording Coverage       Insurer State         2739 U.S. Highway 19 N.       Insurer C:       Insurer C:       Insurer C:         1       Insurer C:       Insurer C:       Insurer C:       Insurer C:         1       Insurer C:       Insurer C:       Insurer C:       Insurer C:         1       Insurer C:       Insurer C:       Insurer C:       Insurer C:         1       Insurer C:       Insurer C:       Insurer C:       Insurer C:         1       Insurer C:       Insurer C:       Insurer C:       Insurer C:         1       Insurer C:       Insurer C:       Insurer C:       Insurer C:         1       Insurer C:       Insurer C:       Insurer C:       Insurer C:         1       Insurer C:	Froduc	2739 U.S. Highway 19 N. Holiday, FL 34691			This Cert rights up	tificate is issued as a point the Certificate Hol he coverage afforded	matter of information only a Ider. This Certificate does n by the policies below.	6/11/201 nd confers no ot amend, exten
2739 U.S. Highway 10 N.     Holiday, FL 34691     Have 8:     Histor 7:     Holiday, FL 34691     Holiday, FL 3461     Holiday, FL 34611     Holiday,	Insured			Insurers Affording Coverage			NAIC #	
Holiday, FL 34691       Insure C:         Insure C:       Insure C:         Insure			g, Inc. & Subsidiaries		Lion risurance company			11075
Insure D:       Type Policy Coverages       Water spectra is stretch table control to be located and device for the poly part of binding and poly determined and on the poly part of binding and poly determined and on the poly part of binding and poly determined and on the poly part of binding and poly determined and on the poly part of binding and poly determined and on the poly part of binding and poly determined and on the poly part of binding and poly determined and on the poly part of binding and poly determined and on the poly part of binding and poly determined and on the poly part of binding and poly determined and on the poly part of binding and poly determined and on the poly part of binding and poly determined and poly determi								
Coverages       Insure E:         The polices of insurance intel how here both stated to be insure initial decision for the policy period biolates. How mutuation, and conditions of and conditent of and conditions of and conditions of		317 4 0 1001						1
Contraction       State of the	Collera							
Lik Nisto       Type of Insurance       Policy Number       Policy Effective Date       Policy Effective (MM/DD/YY)       Policy Effective Date         GENERAL LIABILITY       Commercial General Liebility       Each Occurrence       3         General aggregate limit applies per policy       Policy Mumber       Policy Mumber       Policy Mumber         General aggregate limit applies per policy       Protect       General aggregate limit applies per policy       Protect       General aggregate limit applies per protect       3         Mat Sep       Protect       Commod Single Limit Bookeding Aulos       General Aggregate       3         Any Aulo       Any Aulo       General Aggregate       General Aggregate       3         Mat Oned Aulos       Bookeding Aulos       Bookeding Aulos       3         Non-Owned Aulos       Bookeding Aulos       Bookeding Aulos       3         Workers Componsation and Employers' Liability       Vic 71949       01/01/2019       01/01/2020       X Vic Statut       OTH- EL. Diseaso - Policy Limits       51.000         Other       Lion Insurance Company Is A.M. Best Company Tated A (Excellent). AMB & 126.12       12.064-01       51.000       51.000         The applies to injuries incurred by South East Personal Leasing, Inc. & Substituries that are leased to the following 'Clear Company': ED1 Tres Serviclu       Clear Suboking a request (27)	Covera	ges						1
Lik NSD       Type of Insurance       Policy Number       Policy Effective Date       Policy Effective Date       Policy Effective (MM/DD/YY)       Policy Effective Date         GENERAL LIABILITY       Commercial General Liability       Each Occurrence       3         General aggregate limit applies par.       Med Exp       5         Policy Time       Commercial Adv Injury       3         General aggregate limit applies par.       General aggregate limit applies par.       General aggregate limit applies par.         Any Auto       General Adv Injury       General Adv Injury       3         Marker       Commod Single Limit       6         Bodewind Autos       Bodewind Autos       8         Workers Compensation and Employeers' Llability       V/C 71949       01/01/2019       01/01/2020       X WC Statut       07H- EL. Diseaso - Policy Limits       51.000         Other       Ling Insurance Company Is A.M. Best Company Table Adv Excellent). AMB & 126A1       51.000       51.000         Mires on parameter special provisions below.       Uno Insurance Company Is A.M. Best Company Table Adverse Store Exclusion?       51.000         Other       Ling Insurance Company Is A.M. Best Company Table Adverse Store Exclusion?       51.000       51.000         Other       Ling Insurance Company Is A.M. Best Company Table A (Excellent). AMB & 126A1       5	with rospect t limits shown	or insulance listed below have been issued to the ins o which this conflicate may be issued or may pertain may have been reduced by paid claims.	ured named above to the insurance atford	r the policy per ed by the polici	iod indicated. ies described h	Notwithstanding any require	ament, term or condition of any contra	act or other document
GENERAL LIABILITY     UM/DD/YY     (MM/DD/YY)     Limits       GENERAL LIABILITY     Claims Made     Occur     Banage to match pressure (6A)       General Liability     Claims Made     Occur     Banage to match pressure (6A)       General aggregate limit applies per:     Protein     Banage to match pressure (6A)       Pointy     Protein     Commercial Semeral Liability     Banage to match pressure (6A)       AutroMOBILE LIABILITY     Protein     Proteined Single Lina     Banage to match pressure (6A)       AutroMOBILE LIABILITY     General Aggregate     Banage to match pressure (6A)     Banage to match pressure (6A)       AutroMOBILE LIABILITY     General Aggregate     Banage to match pressure (6A)     Banage to match pressure (6A)       Med Autos     Browto Autos     Banage to match pressure (6A)     Banage to match pressure (6A)       Banage to match pressure (Commerce Autos)     Banage to match pressure (Commerce Autos)     Banage to match pressure (Commerce Autos)       Wree Autos     Workers Company take Made     Unamage to match pressure (Commerce Autos)     MWC 71949     01/01/2019     01/01/2020     X WC Status     Orthor       Courter     Lion Insurance Company is A.M. Bast Company rated A (Socculent)     Status     Status     Status       General Liability     No     Courter Special provisions below.     ED Tree Service Lic     Status <td>INSR ADI LTR INS</td> <td>DL Type of Insurance</td> <td></td> <td></td> <td>y Effective</td> <td></td> <td></td> <td>ch policies. Aggregat</td>	INSR ADI LTR INS	DL Type of Insurance			y Effective			ch policies. Aggregat
Image in the print of present lability       Image in the print of present set (EA)         Image in the print of present in the print of present in the print of present set (EA)       Image in the print of present (EA)         Image in the print of present in the present in the print of present in the print of		*	1 oney Hum			Date		mits
Claims Made       Occur       Datage to rented premises (EA         General aggregate limit applies per:       Med Exp       S         Potery       Protect       Loc         AutOMOBILE LIABILITY       General Aggregate       S         Avi Auto       (EA Accessen)       S         Boilty fully       S       S         Properto Damage       Potercide       Aggregate         Cour       Cour       Ext Cesstruthumber       S		Commercial General Liability				T	Each Occurrence	1.
General aggregate limit applies per:       Presonal Adv Injury         Poirr       Project         Poirr       Project         Poirr       Project         Poirr       Project         Project       Project         Project       Project         Project       Project         Project       Combined Singlo Limit         General Aggregate       Boolty Injury         Image       Image         Image							Damage to rented premises (	FA
Ceneral aggregate limit applies per:       Loc       Personal Adv Injury       3         Automode Autos       Beneral Aggregate       3         Automode Autos       Beneral Aggregate       3         Beneral Aggregate       3       3         Automode Autos       Bodity Injury       4         Beneral Aggregate       3       3         Beneral Advis       Bodity Injury       3         Beneral Advis       Bodity Injury       4         Beneral Advis       Bodity Injury       3         Beneral Advis       Bodity Injury       3         Beneral Advis       Bodity Injury       4         Beneral Advis       Bodity Injury       3         Beneral Advis       Bodity Injury       3         Beneral Advis       Bodity Injury       4         Property Damage       Property Damage       7         Property Damage       Property Damage       7         Property Domage       Bodity Injury       8         Bodity Injury       10       10       10         Occur       Claims Mode       0       10       10         Doductible       Control Mode       Ary propriator/patien/patiente/patiente/patiente/patiente/patiente/patiente/patiente/pat		whether the second	1				occurrence)	s
Image: section of the sectin the section of the se		General angregate limit an it					Med Exp	\$ .
AUTOMOBILE LIABILITY       General Aggregate       3         AUTOMOBILE LIABILITY       Combined Single Limit       4         AVY Auto       General Aggregate       3         AVY Auto       General Aggregate       3         Bedity Influry       General Aggregate       3         Workers Compensation and Employees' Libbility       O1/01/2019       01/01/2020       X WC Statu- Ent Dry Limits       0         Ary Propriotal/Deater       L	1	Dollar, Party , total		1		1	Personal Adv Injury	3
Any Aulo       Combined Singlo Limit       Combined Singlo Limit       Bodily Injury         Bodily Injury       Bodily Injury       Bodily Injury         Hired Aulos       Bodily Injury       Per Accident)       Bodily Injury         Non-Owned Aulos       Bodily Injury       Per Accident)       Bodily Injury         Image: Device Diames       Bodily Injury       Per Accident)       Bodily Injury         Image: Device Diames       Bodily Injury       Per Accident)       Bodily Injury         Image: Device Diames       Diames       Bodily Injury       Per Accident)       Bodily Injury         Image: Device Diames       Diames       Bodily Injury       Per Accident)       Bodily Injury         Image: Device Diames       Diames       Bodily Injury       Per Accident)       Bodily Injury         Image: Device Diames       Diames       Bodily Injury       Per Accident)       Bodily Injury         Any propriotor/partner/fexecultive officer/member       Origon       Difference       Status       Origon         Chiter       Lion Insurance Company Is A.M. Best Company rated A (Excellent). AMB # 1261       Bodily Injury       Bidily Injury         rage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries stat are leased to the following "Client Company:       Ele Disease Policy Limits <td></td> <td>Project LOC</td> <td>1</td> <td>1</td> <td></td> <td>1</td> <td>General Aggregate</td> <td>3</td>		Project LOC	1	1		1	General Aggregate	3
Any Aulo       Combined Single Limit       S         Any Aulo       Any Aulo       S         Any Aulo       Scheduled Aulos       S         Scheduled Aulos       Bodity Injury       S         Bodity Injury       Bodity Injury       Bodity Injury         Improver Damage       Claims Made       Bodity Injury         Improver Damage       Claims Made       Agregate         Improver Damage       Improver Damage       Improver Damage         Any propriator/pantmitexecutive officer/Imember       WC 71949       01/01/2019       01/01/2020       X       WC Statut       Improver Damage         Any propriator/pantmitexecutive officer/Imember       Lion Insurance Company Is A.M. Best Company rated A (Excellent). AMB # 1261         Conther       Lion Insurance Company Is A.M. Best Com		AUTOMOBILE LIABILITY					Products - Comp/Op Agg	s
All Oxned Aules       Schedded Aules         Schedded Aules       Bodily Injury         Hired Aules       Bodily Injury         Hired Aules       Bodily Injury         Nn-Owned Aules       Bodily Injury         Bodily Injury       Bodily Injury         Image: Scheduled Aules       Bodily Injury         Nn-Owned Aules       Bodily Injury         EXCESS/UMBRELLA LIABILITY       Bodily Injury         Occur       Claims Made         Beducthie       Aggregate         Workers Compensation and       Each Occurrence         Employers' Liability       OTH-         Any propriator/partner/executive officer/member       Stop         cxcludadr       NO         If Yes, describe under special provisions below.       Uno Insurance Company Is A.M. Best Company rated A (Excellent). AMB # 1261         Criptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:       Client ID: 91-66-618         EDJ Tree Service LLC       EDJ Tree Service LLC       Client Company:         age does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entip.       Client 1D: 91-66-618         cot hare:       Company case to client Company are quest to (727) 937-2138 or email cestificates@iloninsurancecompany.com         age does not apply to st							Combined Single Limit	
advanced Aulos       (Per Person)       \$         billed Aulos       Bedity Injury       \$         billed Aulos       Property Damage       \$         construction       Construction       Bedity Injury       \$         construction       Construction       Construction       Appropriate Information       Appropriate Information         Any propriation/partner/resculated information       WC 71949       01/01/2019       01/01/2020       X       WC Status       OTH-         construction       Construction       Other       Lion Tinsurance Company Is A.M. Best Company rated A (Excellent). AMB # 12610         conter       Lion Tinsurance Company Is A.M. Best Company rated A (Excellent). AMB # 12610       ED Tree Servic		Bowned	1	1				3
Image: Aulos       Bodily Injury         Non-Owned Aulos       Bodily Injury         Image: CXCESS/UMBRELLA LIABILITY       Propeny Damage         Occur       Claims Mode         Deducible       Aggregate         Workers Compansation and       WC 71949         Employers' Liability       WC 71949         Any propried/informetriexeculus officer/member       Exch Occurrence         Any propried/informatine/rexeculus officer/member       Uor T1949         If Yes, describe under special provisions below.       Uon Insurance Company is A.M. Best Company rated A (Excellent). AMB # 1261         Other       Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 1261         Criptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Spacial Provisions:       Client Do: 91-68-618         EDJ Tree Service LLC       EDJ Tree Service LLC         Age only applies to active employee(s) or independent contractor(s) of the Client Company or any other entity.         of the active employee(s) leased to the Client Company can equest to (727) 937-2138 or email certificates@Honinsurancecompany.com         ideative mployee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@Honinsurancecompany.com         ideative employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@Honinsurancecompany.com         ideative	1	Destra	1	1		1		
Image: Control of Conteneed Control of Control of Control of Control	1	hannal	1	1				3
EXCESS/UMBRELLA LIABILITY       Property Damage       Property Damage         Occur       Claims Made       Bach Occurrence         Deductible       Aggregate       Aggregate         Workers Compensation and       WC 71949       01/01/2019       01/01/2020       X WC Statu- tory Limits       0TH- ER         Any proprietor/partner/executive officer/member excluded? NO       Uon Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12610         Other       Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12610         criptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:       Client ID: 91-68-618         age only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":       ED Tree Service LLC         age does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.       Other employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com         ct Name:       Collections       CANCELLATION       Bedin Date: 10/20/20/20/20/20/20/20/20/20/20/20/20/20		Non-Owned Autos		1				1
EXCESS/UMBRELLA LIABILITY       IPer Accidenting       IPer Accidenting       IPer Accidenting         Docur       Cour       Cour       Cour       Second       Aggregate       Aggregate         Workers Compensation and       WC 71949       01/01/2019       01/01/2020       X       WC Statu- Long Umits       OTH- ER         Any proprietor/partner/executive officer/member welduda?       NO       UC 71949       01/01/2019       01/01/2020       X       WC Statu- Long Umits       OTH- ER       S1.000, E.L. Disease - Ea Employee       S1.000, E.L. Disease - Ea Employee       S1.000, E.L. Disease - Policy Limits	1	ATTACK DESTRUCTION OF THE OWNER OWNER OF THE OWNER OF THE OWNER OF THE OWNER OWN		1		1		<u>i</u> š
EXCESS/UMBRELLA LIABILITY       Each Occurrence       Aggregate         Decurrence       Claims Made       Aggregate       Aggregate         Workers Compensation and       WC 71949       01/01/2019       01/01/2020       X       WC Statu- toy Limits       OTH- toy Limits         Any propriator/partner/executive officer/member excluded? NO       WC 71949       01/01/2019       01/01/2020       X       WC Statu- toy Limits       OTH- toy Limits         Other       Lion Insurance Company Is A.M. Best Company rated A (Excellent). AMB # 12610         Other       Lion Insurance Company Is A.M. Best Company rated A (Excellent). AMB # 12610         criptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:       Client ID: 91-68-618         EDJ Tree Service LLC       EDJ Tree Service LLC         age only applies to active employee(s) or independent contractor(s) of the Client Company or any other entity.       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         identities       Company       CANCELLATION       Paint         identities       Company Can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com         identities       Company Can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com         identies <td></td> <td>And and a second s</td> <td></td> <td>1</td> <td></td> <td></td> <td></td> <td></td>		And and a second s		1				
Undersking       Counts Mode       Aggregate       Aggregate         Workers Compensation and Employers' Liability       WC 71949       01/01/2019       01/01/2020       X WC Statu- Lory Limits       OTH- ER         Any propriator/partner/executive officer/member excluded? NO       WC 71949       01/01/2019       01/01/2020       X WC Statu- Lory Limits       OTH- ER         Other       Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 1261         criptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Spacial Provisions:       Client ID: 91-68-618         rage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":       EDJ Tree Service LLC         age does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.       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         E02-12-18 (BP). REISSUE 02-20-18 (KLR). REISSUE 09-13-18(SS). REISSUE 06-11-19 (SS)       Begin Date: 10/2/201	1				Notice and the second secon		And the owner of the owner o	3
Workers Compensation and Employers' Llability       WC 71949       01/01/2019       01/01/2020       X       WC Statu- toy Limits       OTH- ER         Any proprietor/partner/executive officer/member excluded? NO       E.L. Each Accident       \$1,000,         If Yes, describe under special provisions below.       E.L. Disease - Ea Employee       \$1,000,         Other       Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12610         criptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:       Client ID: 91-68-618         rage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":       EDJ Tree Service LLC         rage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.       Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com         ct Name:       E02-12-18 (BP). REISSUE 02-20-18 (KLR). REISSUE 09-13-18(SS). REISSUE 06-11-19 (SS)       Beein Pate: 10/9/2010	1	Sugar Constants Helding					Each Occurrence	
Employers' Liability       Any propriator/partner/executive officer/member         Any propriator/partner/executive officer/member       01/01/2019       01/01/2020       X       WC Statu- tory Limits       OTH- ER         If Yes, describe under special provisions below.       Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12610         Other       Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12610         criptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:       Client ID: 91-68-618         rage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":       EDJ Tree Service LLC         age does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.       Client IC company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com         E02-12-18 (BP). REISSUE 02-20-18 (KLR). REISSUE 09-13-18(SS). REISSUE 06-11-19 (SS)       CANCELLATION       Beein Pate: 10(9/201)	+	Land and the second					Aggregate	
Any propies Liability Any propies of particular interview officer/member excluded? NO If Yes, describe under special provisions below.  Other Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 1261 E.L. Each Accident S1,000, E.L. Disease - Policy Limits S1,000, E.L. Disease - Policy Lim	Worker	s Compensation and	WC 71949	01/01/	2010			
If Yes, describe under special provisions below.       EL. Each Accident       \$1,000,         Other       Lion Insurance Company Is A.M. Best Company rated A (Excellent). AMB # 12610,         Criptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:       Client ID: 91-68-618         rage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":       EDI Tree Service LLC         rage only applies to lnjuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.       Client ID: 91-68-618         rage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.       EDI Tree Service LLC         rage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.       ED 22-12-18 (BP). REISSUE 02-20-18 (KLR). REISSUE 09-13-18(SS). REISSUE 06-11-19 (SS)	Any prop	interiorda auto		011011	2019	01/01/2020		
If Yes, describe under special provisions below.       E.L. Disease - Ea Employee       \$1,000,         Other       Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 1261.         criptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:       Client ID: 91-68-618         rage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":       EDJ Tree Service LLC         rage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.       Et. Name:         color 12:18 (BP). REISSUE 02-20-18 (KLR). REISSUE 09-13-18(SS). REISSUE 06-11-19 (SS)       PANCELLATION		' NO I	1				No. of Concession, Name of Concession, Name of Street, or other Designation, or other De	51.000.000
Other       Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 1261.         criptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:       Client ID: 91-68-618         rage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":       EDI Tree Service LLC         rage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.       EL. on the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com         ct Name:       E02-12-18 (BP). REISSUE 02-20-18 (KLR). REISSUE 09-13-18(SS). REISSUE 06-11-19 (SS)	If Yes, de	scribe under special provisions below.		1				
Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 1261 criptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 91-68-618 rage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": EDJ Tree Service LLC rage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity. 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 E02-12-18 (BP). REISSUE 02-20-18 (KLR). REISSUE 09-13-18(SS). REISSUE 06-11-19 (SS) IFICATE HOLDER E020000 CANUE CANCELLATION E02000 CANUE CANCELLATION E020000 CANUE CANCELLATION E02000 CANUE CANCELLATION E02000 CANUE CANCELLATION E02000 CANUE CANCELLATION E02000 CANUE E02000 CANUE E02000 CANUE E02000 CANUE E02000 CANUE E02000 CANUE E02000 CANUE E02000 CANUE E020000 CANUE E02000 CANUE E020								I
Hage Only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":       EDJ Tree Service LLC         age only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.       EDJ Tree Service LLC         age does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.       FL.         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         E02-12-18 (BP). REISSUE 02-20-18 (KLR). REISSUE 09-13-18(SS). REISSUE 06-11-19 (SS)         IFICATE HOLDER       CANCELLATION	Lion Trans			nca Como			Line Disease - Policy Limits	\$1,000,000
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 E 02-12-18 (BP). REISSUE 02-20-18 (KLR). REISSUE 09-13-18(SS). REISSUE 06-11-19 (SS)	age only ap	plies to injuries incurred by South Fact Device	onnel Leasing, Inc. EDJ	. & Subsidiari Tree Servic	ies that are lo the LLC	eased to the following "C	Client ID: 91-68	
ect Name: E 02-12-18 (BP). REISSUE 02-20-18 (KLR). REISSUE 09-13-18(SS). REISSUE 06-11-19 (SS) THECATE HOLDER TOWN OF DAVID	ige does no	t apply to statutory employee(s) or independent	ent contractor(s) of	the Client C	ocuve emplo	oyee(s), while working in	: FL.	
IFICATE HOLDER CANCELLATION BOAD	t Name:	employee(s) leased to the Client Company ca	n be obtained by fi	exing a reque	est to (727) «	ay other entity. 337-2138 or email action		
TOWN OF DAVIG Segin Date: 10/9/201	02-12-18 (1	3P). REISSUE 02-20-18 (KLR). REISSUE 09-	13-18(SS). REISSI	JE 06-11-19	(SS)	and the second second	cates@lioninsurancecompany.co	m
CANCELLATION Segin Date: 10/9/201								
Should an after a	NOALE HOL			CANCELLA	TION		Begin Date:	10/9/2015
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 tert, but issuing do so shall impose no obligation or liability of any kind upon the insurer is appoint or the insurer is appoint of the tert. but issues the insurer is appoint of the second of the				Should any o	f the above de	schood policies be cancelled I 30 days written notice to the	d before the expiration date theread	
6591 ORANGE DRIVE DAVIE, FL 33314						- w nubinity of any kind o	pon the insurer, its agents or represe	entatives.







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 desert, 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<sup>74</sup> Program at (352) 273-4517 or email 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

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES TRAINING PROGRAM



## **EXHIBIT "B"**

## SERVICE CATEGORIES/MAINTENANCE FREQUENCIES

April 24, 2025 Regular Meeting

#### 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 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
Fire Ant Control	N/A	3	0	1	0	0	1	0	0	0	0	1	0	0
Tree Bed Weeding	N/A	6	1	0	1	0	1	0	1	0	1	0	1	0
Sucker/ water sprout trimming	N/A	6	1	0	1	0	1	0	1	0	1	0	1	0
Fertilization	N/A	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	N/A	1-2												

\*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service. 1. As applicable, based on Maintenance needed for amenities on site. 2. Probable future addition (of whole property or by acre) to Contract.

**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.

#### NOTICE TO CONTRACTORS

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

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

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

http://southwestranches.org/procurement.

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

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

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

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

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

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

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

## CONTRACT DATA

Contract Title:	Town-Wide Parks and Property Maintenance Services
Contract Number:	RFP No.: 20-007
Contract Owner:	Town of Southwest Ranches
Contract Address:	13400 Griffin Road Southwest Ranches, FL 33330
Owner's Representative:	Andrew D. Berns, Town Administrator 13400 Griffin Road Southwest Ranches, FL 33330 Phone: 954-434-0008 Fax: 954-434-1490
Designated Contract Manager:	December Lauretano-Haines, Parks Recreation and Open Space Manager 13400 Griffin Road Southwest Ranches, FL 33330 Phone: 954-434-0008 Fax: 954-434-1490

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

1.1	ISSUING OFFICE	
1.2	PURPOSE OF THE PROJECT	6
1.3	OPPORTUNITY OFFERED	
1.4	MANDATORY PRE-PROPOSAL CONFERENCE	6
1.5	QUALIFICATIONS OF PROPOSERS	7
1.6	1.6 TIMETABLE	7
1.7	PROPOSAL SUBMISSION	
1.8	CONTACT PERSON	9
1.9	ADDITIONAL INFORMATION/AMENDMENT(S)	9
1.10	PROCUREMENT CODE	
1.11	CONE OF SILENCE	
1.12	PUBLIC OPENING	
1.13	EVALUATION OF PROPOSALS	11
1.14	PROFESSIONAL ORGANIZATIONS	
1.15	5 AWARD	
1.16	5 DISCLAIMER	
(DOTION)		10
	2 TERMS AND CONDITIONS	
2.1	ADHERENCE TO REQUIREMENTS	
2.2	MODIFIED PROPOSALS	
2.3	WITHDRAWAL OF PROPOSAL	
2.4	LATE PROPOSAL, LATE MODIFIED PROPOSAL	
2.5	RFP POSTPONEMENT/CANCELLATION	
2.6	COSTS INCURRED BY PROPOSERS PROPRIETARY/CONFIDENTIAL INFORMATION	
2.7		
2.8	RIGHT TO PROTEST	
2.9	RULES; REGULATIONS; LICENSING REQUIREMENTS WRITTEN CONTRACT	
2.10		
2.11		
2.12		
2.13		
2.14		
2.15		
2.16		
2.17		
2.18		
2.19		
2.20 2.21		
2.22	ΛΕΙΨΙΕΡΙΕΣ Γυκ ακεάυπ	
	i	

RFP 20-007

Page

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	
	2.25.1 Agreement	
	2.25.2 Authorization to Sign	
2.26	LICENSING, PERMITS, INSPECTIONS AND LIABILITY	
	INSURANCE.	19
2.27	INSURANCE REQUIREMENTS	
	2.27.1 Worker's Compensation Insurance	
	2.27.2 Business Automobile Liability Insurance	
	2.27.3 Commercial General Liability	
2.28	ADDITIONAL INSURANCE REQUIREMENTS	21
	PROPOSAL SECURITY	
2.30	COMMENCEMENT OF WORK	22
2.31	METHOD OF PAYMENT	22
2.32	NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY	22
	DISCLOSURE OF OWNERSHIP INTEREST	
2.34	CONFLICT OF INTEREST	23
2.35	PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT	
	TO TRANSACT BUSINESS WITH PUBLIC ENTITIES	23
	CONTRACT	
3.1	CONTRACT DOCUMENTS	24
3.1 3.2	CONTRACT DOCUMENTS CHANGES IN THE WORK	24 24
3.1	CONTRACT DOCUMENTS CHANGES IN THE WORK CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME	24 24 24
3.1 3.2	CONTRACT DOCUMENTS CHANGES IN THE WORK CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME 3.3.1 Change Order	24 24 24 25
3.1 3.2 3.3	CONTRACT DOCUMENTS CHANGES IN THE WORK CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME 3.3.1 Change Order 3.3.2 Unit Prices	24 24 24 25
3.1 3.2	CONTRACT DOCUMENTS CHANGES IN THE WORK CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME 3.3.1 Change Order 3.3.2 Unit Prices WARRANTY AND GUARANTEE; CORRECTION OR ACCEPTANCE	24 24 24 25 25
3.1 3.2 3.3	CONTRACT DOCUMENTS CHANGES IN THE WORK CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME 3.3.1 Change Order 3.3.2 Unit Prices WARRANTY AND GUARANTEE; CORRECTION OR ACCEPTANCE OF DEFECTIVE WORK	24 24 24 25 25 25
3.1 3.2 3.3	CONTRACT DOCUMENTS CHANGES IN THE WORK CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME 3.3.1 Change Order 3.3.2 Unit Prices WARRANTY AND GUARANTEE; CORRECTION OR ACCEPTANCE OF DEFECTIVE WORK 3.4.1 Owner May Stop the Work	24 24 24 25 25 25 25
3.1 3.2 3.3 3.4	CONTRACT DOCUMENTS CHANGES IN THE WORK CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME 3.3.1 Change Order 3.3.2 Unit Prices WARRANTY AND GUARANTEE; CORRECTION OR ACCEPTANCE OF DEFECTIVE WORK 3.4.1 Owner May Stop the Work 3.4.2 Town May Correct Defective Work	24 24 24 25 25 25 25 25 25
3.1 3.2 3.3 3.4 3.5	CONTRACT DOCUMENTS CHANGES IN THE WORK CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME 3.3.1 Change Order 3.3.2 Unit Prices WARRANTY AND GUARANTEE; CORRECTION OR ACCEPTANCE OF DEFECTIVE WORK 3.4.1 Owner May Stop the Work 3.4.2 Town May Correct Defective Work SUSPENSION OF WORK AND TERMINATION	24 24 25 25 25 25 25 25 25 25
3.1 3.2 3.3 3.4	CONTRACT DOCUMENTS CHANGES IN THE WORK CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME 3.3.1 Change Order 3.3.2 Unit Prices WARRANTY AND GUARANTEE; CORRECTION OR ACCEPTANCE OF DEFECTIVE WORK 3.4.1 Owner May Stop the Work 3.4.2 Town May Correct Defective Work	24 24 25 25 25 25 25 25 25 25
3.1 3.2 3.3 3.4 3.4 3.5 3.6	CONTRACT DOCUMENTS CHANGES IN THE WORK	24 24 25 25 25 25 25 25 25 25 25
3.1 3.2 3.3 3.4 3.4 3.5 3.6 SECTION 4	CONTRACT DOCUMENTS CHANGES IN THE WORK CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME 3.3.1 Change Order 3.3.2 Unit Prices WARRANTY AND GUARANTEE; CORRECTION OR ACCEPTANCE OF DEFECTIVE WORK 3.4.1 Owner May Stop the Work 3.4.2 Town May Correct Defective Work SUSPENSION OF WORK AND TERMINATION PAYMENT RESPONSIBILITIES	24 24 25 25 25 25 25 25 25 25 26 27
3.1 3.2 3.3 3.4 3.4 3.5 3.6 SECTION 4 4.1	CONTRACT DOCUMENTS CHANGES IN THE WORK CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME 3.3.1 Change Order 3.3.2 Unit Prices WARRANTY AND GUARANTEE; CORRECTION OR ACCEPTANCE OF DEFECTIVE WORK 3.4.1 Owner May Stop the Work 3.4.2 Town May Correct Defective Work SUSPENSION OF WORK AND TERMINATION PAYMENT RESPONSIBILITIES CONTRACTOR'S RESPONSIBILITIES	24 24 25 25 25 25 25 25 25 25 26 27 27
3.1 3.2 3.3 3.4 3.4 3.5 3.6 SECTION 4 4.1 4.2	CONTRACT DOCUMENTS	24 24 25 25 25 25 25 25 25 25 26 27 27 28
3.1 3.2 3.3 3.4 3.4 3.5 3.6 SECTION 4 4.1 4.2 4.3	CONTRACT DOCUMENTS CHANGES IN THE WORK CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME 3.3.1 Change Order 3.3.2 Unit Prices WARRANTY AND GUARANTEE; CORRECTION OR ACCEPTANCE OF DEFECTIVE WORK 3.4.1 Owner May Stop the Work 3.4.2 Town May Correct Defective Work SUSPENSION OF WORK AND TERMINATION PAYMENT RESPONSIBILITIES CONTRACTOR'S RESPONSIBILITIES EQUIPMENT	24 24 25 25 25 25 25 25 25 26 27 27 27 28 29
3.1 3.2 3.3 3.4 3.4 3.5 3.6 SECTION 4 4.1 4.2	CONTRACT DOCUMENTS	24 24 25 25 25 25 25 25 25 26 27 27 27 28 29
3.1 3.2 3.3 3.4 3.4 3.5 3.6 SECTION 4 4.1 4.2 4.3 4.4	CONTRACT DOCUMENTS CHANGES IN THE WORK CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME 3.3.1 Change Order 3.3.2 Unit Prices WARRANTY AND GUARANTEE; CORRECTION OR ACCEPTANCE OF DEFECTIVE WORK 3.4.1 Owner May Stop the Work 3.4.2 Town May Correct Defective Work SUSPENSION OF WORK AND TERMINATION PAYMENT RESPONSIBILITIES CONTRACTOR'S RESPONSIBILITIES EQUIPMENT	24 24 25 25 25 25 25 25 26 27 27 27 28 29 29
3.1 3.2 3.3 3.4 3.4 3.5 3.6 SECTION 4 4.1 4.2 4.3 4.4	CONTRACT DOCUMENTS CHANGES IN THE WORK CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME 3.3.1 Change Order 3.3.2 Unit Prices	24 24 25 25 25 25 25 25 26 26 27 27 28 29 29 29 29 29

	5.3	QUANTITY AND FREQUENCY OF MOWING AND MAINTENANCE	
		SERVICES	
	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	
	5.9	ROUTINE MOWING / MAINTENANCE SCHEDULE	
	5.10	ADDITIONAL MAINTENANCE SCHEDULE	
		5.10.1 Selective Trimming	
		5.10.2 Tree Maintenance	
		5.10.3 Invasive Exotic / Hazard Tree Removal	
		5.10.4 Fertilizer	
		5.10.5 Fire Ant Control	
		5.10.6 Mulching	
		5.10.7 Catch Basins	
		5.10.8 Equestrian Rings/Trail Maintenance	
		5.10.9 Miscellaneous Code Enforcement Maintenance	
		5.10.10 Damage/Vandalism	
	5.11	MAINTENANCE AND FREQUENCY STANDARDS	
		5.11.1 Fertilizer	
		5.11.2 Chemicals	
		5.11.3 Herbicide	
		5.11.4 Mulch	
		5.11.5 Bahia, St. Augustine, and other Sod Replacement	. 38
SECTI	ON 6 G	GENERAL REQUIREMENTS	. 38
	6.1	DISPOSAL	
	6.2	DEBRIS	
	6.3	TRAFFIC	. 39
	6.4	LAWS AND PERMITS	
	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
SECTI	ON 7 S	PECIAL REQUIREMENTS	40
SLUIT	7.1	MEETING WITH TOWN	
	7.2	COMMUNICATION	
	7.3	ON CALL	
	1.5		. 71

	ECIAL PROVISIONS	
	JNIT PRICES	
	PHYSICAL CONDITIONS	
8.3 F	FREQUENCY OF SERVICE	41
8.4 F	PROJECT LIMITS	41
SECTION 9 DE	FINITIONS	42
APPENDIX A	PROPOSAL FORMS SERVICE CATEGORIES/MAINTENANCE	
	IONS/ ZONES/SERVICE	16
LOCAT	IONS/ ZONES/SERVICE	40
APPENDIX A	PROPOSAL FORMS SERVICE CATEGORIES/MAINTENANCE	
FREQU	ENCIES	47
ADDENIDIV A	PROPOSAL FORMS SERVICE CATEGORIES/MAINTENANCE	
	ENCIES	10
FREQU		40
APPENDIX B I	DISCLOSURE OF OWNERSHIP INTEREST	55
APPENDIX C I	DRUG FREE WORKPLACE	58
A DDENIDIX D		
	SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)	50
FLORIL	DA STATUTES ON PUBLIC ENTITY CRIMES	59
APPENDIX E	NON-COLLUSION AFFIDAVIT	62
	NON-COLLUSION AFFIDAVIT CERTIFICATE OF AUTHORITY	
*APPENDIX F	CERTIFICATE OF AUTHORITY	
*APPENDIX F *APPENDIX G	CERTIFICATE OF AUTHORITY CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability	64
*APPENDIX F *APPENDIX G	CERTIFICATE OF AUTHORITY	64
*APPENDIX F *APPENDIX G Compan	CERTIFICATE OF AUTHORITY CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability	64 65
*APPENDIX F *APPENDIX G Compan *APPENDIX H	CERTIFICATE OF AUTHORITY CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability y) CERTIFICATE OF AUTHORITY (If Partnership)	64 65 66
*APPENDIX F *APPENDIX G Compan *APPENDIX H	CERTIFICATE OF AUTHORITY CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability y)	64 65 66
*APPENDIX F *APPENDIX G Compan *APPENDIX H *APPENDIX I	CERTIFICATE OF AUTHORITY CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability y) CERTIFICATE OF AUTHORITY (If Partnership) CERTIFICATE OF AUTHORITY (If Joint Venture)	64 65 66 67
*APPENDIX F *APPENDIX G Compan *APPENDIX H *APPENDIX I	CERTIFICATE OF AUTHORITY CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability y) CERTIFICATE OF AUTHORITY (If Partnership)	64 65 66 67
*APPENDIX F *APPENDIX G Compan *APPENDIX H *APPENDIX I APPENDIX J P	CERTIFICATE OF AUTHORITY CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability y) CERTIFICATE OF AUTHORITY (If Partnership) CERTIFICATE OF AUTHORITY (If Joint Venture)	64 65 66 67 68
*APPENDIX F *APPENDIX G Compan *APPENDIX H *APPENDIX I APPENDIX J P APPENDIX K (	CERTIFICATE OF AUTHORITY CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability y) CERTIFICATE OF AUTHORITY (If Partnership) CERTIFICATE OF AUTHORITY (If Joint Venture) ROPOSAL BOND GOVERNMENTAL CONTACT INFORMATION	64 65 66 67 68
*APPENDIX F *APPENDIX G Compan *APPENDIX H *APPENDIX I APPENDIX J P APPENDIX K ( APPENDIX L A	CERTIFICATE OF AUTHORITY CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability y) CERTIFICATE OF AUTHORITY (If Partnership) CERTIFICATE OF AUTHORITY (If Joint Venture) CERTIFICATE OF AUTHORITY (If Joint Venture) ROPOSAL BOND GOVERNMENTAL CONTACT INFORMATION ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A.	64 65 66 67 68 70
*APPENDIX F *APPENDIX G Compan *APPENDIX H *APPENDIX I APPENDIX J P APPENDIX K ( APPENDIX L A	CERTIFICATE OF AUTHORITY CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability y) CERTIFICATE OF AUTHORITY (If Partnership) CERTIFICATE OF AUTHORITY (If Joint Venture) ROPOSAL BOND GOVERNMENTAL CONTACT INFORMATION	64 65 66 67 68 70
*APPENDIX F *APPENDIX G Compan *APPENDIX H *APPENDIX I APPENDIX J P APPENDIX K ( APPENDIX L A STAND	CERTIFICATE OF AUTHORITY CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability y) CERTIFICATE OF AUTHORITY (If Partnership) CERTIFICATE OF AUTHORITY (If Joint Venture) CERTIFICATE OF AUTHORITY (If Joint Venture) ROPOSAL BOND GOVERNMENTAL CONTACT INFORMATION ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. ARDS	<ul> <li>64</li> <li>65</li> <li>66</li> <li>67</li> <li>68</li> <li>70</li> <li>71</li> </ul>
*APPENDIX F *APPENDIX G Compan *APPENDIX H *APPENDIX I APPENDIX J P APPENDIX K ( APPENDIX L A STAND	CERTIFICATE OF AUTHORITY CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability y) CERTIFICATE OF AUTHORITY (If Partnership) CERTIFICATE OF AUTHORITY (If Joint Venture) CERTIFICATE OF AUTHORITY (If Joint Venture) ROPOSAL BOND GOVERNMENTAL CONTACT INFORMATION ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A.	<ul> <li>64</li> <li>65</li> <li>66</li> <li>67</li> <li>68</li> <li>70</li> <li>71</li> </ul>
*APPENDIX F *APPENDIX G Compan *APPENDIX H *APPENDIX I APPENDIX J P APPENDIX K APPENDIX L STAND	CERTIFICATE OF AUTHORITY CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability y) CERTIFICATE OF AUTHORITY (If Partnership) CERTIFICATE OF AUTHORITY (If Joint Venture) CERTIFICATE OF AUTHORITY (If Joint Venture) ROPOSAL BOND GOVERNMENTAL CONTACT INFORMATION ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. ARDS	<ul> <li>64</li> <li>65</li> <li>66</li> <li>67</li> <li>68</li> <li>70</li> <li>71</li> <li>72</li> </ul>
*APPENDIX F *APPENDIX G Compan *APPENDIX H *APPENDIX I APPENDIX J P APPENDIX K APPENDIX K APPENDIX L APPENDIX M	CERTIFICATE OF AUTHORITY CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability y) CERTIFICATE OF AUTHORITY (If Partnership) CERTIFICATE OF AUTHORITY (If Joint Venture) CERTIFICATE OF AUTHORITY (If Joint Venture) ROPOSAL BOND GOVERNMENTAL CONTACT INFORMATION ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. ARDS PROPOSER CONFIRMATION OF QUALIFICATIONS	<ul> <li>64</li> <li>65</li> <li>66</li> <li>67</li> <li>68</li> <li>70</li> <li>71</li> <li>72</li> <li>74</li> </ul>

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**.

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 Statues 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 TIMETABLE**

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

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

Public Opening	Tuesday, January 28, 2020, at the Grand Oak
	Conference Room, 13400 Griffin Road,
	Southwest Ranches, FL 33330.
Selection Committee meeting(s); and	Tuesday, February 4, 2020, 10:00 a.m.
	Wednesday, February 5, 2020, beginning at
Oral Presentations (by invitation, if necessary)	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  $1/2 \ge 11$ -inch paper. One (1) unbound original and six (6) hard copies of the complete proposal must be received by the Town no later than 11:00 a.m. local time, on Tuesday, January 14, 2020. Proposers must also submit an electronic copy of the proposal on CD or flash drive in PDF or similar format. The original and all copies must be submitted in a sealed envelope or container. The proposers complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name Address Phone Number

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

RFP No.: 20-007

Title: Town Wide Park and Property Maintenance Service

Due Date: Tuesday, January 28, 2020

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

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

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

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

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

## **1.8 CONTACT PERSON**

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

Venessa Redman, Senior Procurement and Budget Officer Phone: 954-434-0008 Ext. 7467 Fax Number: 954-434-1490 Email: vredman@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.

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, proposer, lobbyist, or consultant and the Town Council members, Town's professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee. See Article IX, Sec. 2 208(c) for additional information including permitted exceptions to the Cone of Silence.

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

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

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

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

## **1.12 PUBLIC OPENING**

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

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

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

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

## **1.13 EVALUATION OF PROPOSALS**

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

Proposals shall be evaluated based on the following point system:

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

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

## 1.14 PROFESSIONAL ORGANIZATIONS

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

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

## 1.15 AWARD

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

## 1.16 DISCLAIMER

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

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

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

#### SECTION 2 TERMS AND CONDITIONS

#### 2.1 ADHERENCE TO REQUIREMENTS

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

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

#### 2.2 MODIFIED PROPOSALS

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

## 2.3 WITHDRAWAL OF PROPOSAL

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

## 2.4 LATE PROPOSAL, LATE MODIFIED PROPOSAL

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

## 2.5 **RFP POSTPONEMENT/CANCELLATION**

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

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

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

## 2.6 COSTS INCURRED BY PROPOSERS

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

## 2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

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

## 2.8 **RIGHT TO PROTEST**

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

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

## 2.9 RULES; REGULATIONS; LICENSING REQUIREMENTS

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

Proposer shall submit with the Proposal, evidence of appropriate licenses to perform the work subject of this Proposal, and as required by Florida Statues 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 appellatelevels.

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

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

#### 2.21 DISPUTES

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

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

## 2.22 REMEDIES FOR BREACH

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

## 2.23 PUBLIC RECORDS LAW

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

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

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

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

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the 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 <u>Agreement</u>. 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 <u>Authorization to Sign</u>. In addition to executing the Agreement, the selected proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Agreement is authorized to legally bind the proposing entity. Additionally, if a selected proposer is a partnership, all general partners must sign the Agreement and the notarized statement. If the selected proposer is a joint venture, all members of the joint venture must sign the Agreement and the notarized statement.

## 2.26 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

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

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

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

## 2.27 INSURANCE REQUIREMENTS

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

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

- 2.27.1 <u>Worker's Compensation Insurance.</u> 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 <u>Business Automobile Liability Insurance:</u> 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

36186950.1

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

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

#### 2.28 ADDITIONAL INSURANCE REQUIREMENTS

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

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

and

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

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

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

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

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

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

## 2.29 PROPOSAL SECURITY

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

## 2.30 COMMENCEMENT OF WORK

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

## 2.31 METHOD OF PAYMENT

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

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

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

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

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

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

## 2.33 DISCLOSURE OF OWNERSHIP INTEREST

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

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

## 2.34 CONFLICT OF INTEREST

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

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

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

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

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

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

## SECTION 3 CONTRACT

## 3.1 CONTRACT DOCUMENTS

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

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

## 3.2 CHANGES IN THE WORK

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

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

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

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

3.3.1 <u>Change Order</u>. 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 <u>Unit Prices</u>. 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 <u>Owner May Stop the Work</u>. 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 <u>Town May Correct Defective Work</u>. 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 it's surety without prejudice to any other right or remedies available. Any resulting direct, indirect and consequential damages shall be recoverable from Contractor and its surety.

## 3.5 SUSPENSION OF WORK AND TERMINATION

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

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

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

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

## **3.6 PAYMENT**

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

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

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

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

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

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

#### SECTION 4 RESPONSIBILITIES

## 4.1 CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

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

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

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 onetime 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 shape and establish trees, shrubs, and other plantings per Town specifications as provided in Section 5.9 and in the table of maintenance for shall shape and establish trees, shrubs, and other plantings per Town specifications as provided in Section 5.9 and in the table of maintenance 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. Contactor 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 <u>prior</u> to mowing shall remove all litter, glass, rocks, dead foliage, metal, branches, palm fronds, animals, critters or other debris subject to becoming a projectile if engaged by a mower. The Contractor shall, at his own expense, remove and properly dispose of all waste materials, i.e., cans, bottles, paper, and trimmings collected during the operation. Piling of landscape debris on Town/private property is prohibited.

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

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

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

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

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

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

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

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

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

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

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

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

## 5.10 ADDITIONAL MAINTENANCE SCHEDULE

5.10.1 <u>Selective Trimming</u> 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 <u>Tree Maintenance</u>. 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 <u>Invasive Exotic / Hazard Tree Removal</u>. 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.

36186950.1 36223274.1

April 24, 2025 Regular Meeting

Page 362 of 812

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 <u>Fertilizer</u> will be applied to trees, shrubs, groundcover and all irrigated and nonirrigated 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 <u>Fire Ant Control</u> 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 <u>Mulching</u>. 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 <u>Miscellaneous Code Enforcement Maintenance</u>. 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 <u>Damage/Vandalism</u>. 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 <u>Fertilizer</u>. 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. <u>Trees.</u> Application of 8-2-10 90% sulphur-coated, granular fertilizer per Maintenance Frequencies herein.
- B. Palm Trees.

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

36186950.1

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

- C. <u>Application</u>. 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. <u>Damage.</u> 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. <u>Caution</u>. No chemical with a signal word higher than caution shall be used at any time.
- F. <u>Flags.</u> 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. <u>Indemnification</u>. 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 <u>Herbicide</u>. 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 <u>Mulch.</u> 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. <u>Location, Frequency and Amount</u> of mulching as per Maintenance Frequencies or as directed by Town's Designee.
- B. <u>Installation</u>. 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. <u>Compacted Mulch.</u> to be installed so as to not be within 3" of base of plant material.

5.11.5 <u>Bahia, St. Augustine, and other Sod Replacement.</u> 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. <u>Installation</u>. 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. <u>Quality.</u> 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. <u>Slopes.</u> 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. <u>Weeds and Pests.</u> 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 it's 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

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

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

<u>BOARD AND BATTEN.</u> 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.

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

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

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

<u>CODE ENFORCEMENT MOWING.</u> 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.

<u>CONTRACT.</u> 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.

<u>CONTRACT DOCUMENTS.</u> 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.

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

<u>CONTRACTOR</u>. 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.

36186950.1

<u>DEFECTIVE.</u> 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.

<u>DEFECTIVE WORK</u>. 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.

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

<u>FIRE ANT CONTROL</u>. 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.

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

<u>JOINT/CRACK CLEANING.</u> 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.

<u>LITTER REMOVAL.</u> 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.

<u>LODGE POLE AND SISAL.</u> 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.

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

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

<u>ROOT BALL STAKING.</u> 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.

<u>SELECTIVE TRIMMING.</u> 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.

<u>SERVICE CATEGORY.</u> 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:

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

<u>SITE.</u> An area of ground within the Town, requiring maintenance. (e.g. "Sunshine Ranches Equestrian Park").

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

<u>STRING TRIMMING.</u> 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.

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

TOWN. Town of Southwest Ranches, Florida.

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

<u>TREE SERVICES.</u> 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.

<u>TRASH RECEPTACLE.</u> 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.

36186950.1 36223274.1

<u>WEEDING.</u> The removal of unwanted plat 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.

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

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

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

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

# APPENDIX A PROPOSAL FORMS SERVICE CATEGORIES/MAINTENANCE FREQUENCIES

Location/ Zone/	Acres	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
Service														
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
<b>39. Town Hall</b>	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.

# APPENDIX A PROPOSAL FORMS SERVICE CATEGORIES/MAINTENANCE FREQUENCIES

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

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

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

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

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

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

\*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service. GRAND TOTAL – MAINTENANCE PROPOSAL:

PRICE LIST BY ZONE (BASE PROPOSAL):

PROPOSER'S SIGNATURE:

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

RFP 20-007

36186950.1 36223274.1

# CONTRACTOR'S PROPOSAL FOR AUXILIARY SERVICES

Item No.	Services	Unit	Unit Price
1	Parks and Other Town Property Mowing,	Per Acre	\$
1	Trimming and Maintenance		Ψ
2	Parks and Other Town Property Mowing	Per Acre	\$
	Only Maintenance		Ψ
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	Ŷ
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	Per hour =	\$
	tree boom attachment with a minimum		
	operating capacity of 3000 lbs. with		
	operator.		
18	Skidsteer Loader with bucket, forks and	Per day =	\$
	tree boom attachment with a minimum		
	operating capacity of 3000 lbs. with		
	operator.		
19	Skidsteer Loader with bucket, forks and	Per week =	\$
	tree boom attachment with a minimum		
	operating capacity of 3000 lbs. with		
	operator.		
20	Skidsteer Loader with bucket, forks and	Per month =	\$
	tree boom attachment with a minimum		
	operating capacity of 3000 lbs. with		
	operator.		
21	Combination Front End Loader and	Per hour =	\$
	Backhoe with a minimum operating		
	weight of 13,000 lbs., with operator		

50

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

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

## PROPOSAL SIGNATURE

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

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

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

COMPANY NAME: \_\_\_\_

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

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

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

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

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

## [Remainder of page intentionally left blank]

# **PROPOSER INFORMATION**

NAME	:		
ADDRI	ESS:		
FEIN: _			
LICEN	SE NUMBER:	STATE OR COUNTY:	
LICEN	SE TYPE:(Attach copy of lice	nse)	
LICEN		ch a separate sheet, if necessary)	
LICEN	SEE SIGNATURE:		
LICEN	SEE NAME:		
PROPC	DSER'S SIGNATURE:		
PROPC	OSER'S NAME:		
PROPC	OSER'S ADDRESS:		
PROPC	SER'S PHONE NUMBER: Office	: Cell:	
PROPC	OSER'S EMAIL ADDRESS:		
By:			
	Name of Corporation/Entity		
•	Address of Corporation/Entity		
	Signature of President or Authorize	ed Principal	
	By:	-	
seal)	Title:	_ (If the Proposer is a Corporation	, affix corporate
		54	RFP 20-007

April 24, 2025 Regular Meeting

## 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.

36186950.1 36223274.1

April 24, 2025 Regular Meeting

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:\_\_\_\_\_

## **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

# 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: \_\_\_\_\_

RFP 20-007

36186950.1

# 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	
	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 trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

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

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

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

[Signatures on next page]

PROPOSER:		
By:	_	
(Printed Name)		
(Title)		
Sworn to and subscribed before me this	_day of	, 20
Personally known		
Or Produced Identification(Type of Identificati	on)	
Notary Public - State of		
Notary Signature		
My Commission Expires		

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

## APPENDIX E NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ )) ss:

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

\_being first duly sworn deposes and says that:

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

# [Signatures on next page]

PROPOSER:		
By:	-	
(Printed Name)	-	
(Title)	-	
Sworn to and subscribed before me this	day of, 20	
Personally known		
Or Produced Identification (Type of Identification		
Notary Public - State of		
Notary Signature		
My Commission Expires		

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

## APPENDIX F CERTIFICATE OF AUTHORITY

State of	)
	) ss:
County of	)
I HEREBY CERTIFY that	-
	, is hereby authorized to execute
-	20, to the Town of Southwest Ranches and his
execution thereof, attested	by the undersigned, shall be the official act and deed of (Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Secretary:

(SEAL)

PROPOSER:\_\_\_\_\_

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

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

) ss:

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

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

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

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

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

Secretary:

(SEAL)

PROPOSER:\_\_\_\_\_

36186950.1 36223274.1

## APPENDIX H CERTIFICATE OF AUTHORITY (If Partnership)

State of	)	
	) ss:	
County of	_ )	
	a meeting of the Partners of the	
A partnership existing ur	der the laws of the State of	, held on
"RESOLVED, that,		, as of the
20, to the Town of Southwest	norized to execute the Proposal dated t Ranches and this partnership and t	that his execution thereof,
I further certify that said re	solution is now in full force and effe	ct.
IN WITNESS WHEREOF 20	F, I have hereunto set my hand this	, day of,
		eretary: EAL)
PROPOSER:		

## APPENDIX I CERTIFICATE OF AUTHORITY (If Joint Venture)

State of)
) ss: County of )
I HEREBY CERTIFY that a meeting of the Partners of the
A corporation existing under the laws of the State of, held on, 20, the following resolution was duly passed and adopted:
"RESOLVED, that,, as of the Joint Venture, be and is hereby authorized to execute the Proposal dated,
20, to the Town of Southwest Ranches and this partnership and that his execution thereof, attested by the shall be the official act and deed of this Joint Venture."
I further certify that said resolution is now in full force and effect.
IN WITNESS WHEREOF, I have hereunto set my hand this, day of, 20

Secretary: (SEAL)

PROPOSER:\_\_\_\_\_

## APPENDIX J PROPOSAL BOND

Bond No.

PROPOSAL BOND

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

) ss:

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

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

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal, dated\_\_\_\_\_\_20 \_\_\_ for:

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

NOW, THEREFORE,

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

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

## [Signatures on next page]

36186950.1 36223274.1

PROPOSER:		
By:		
Title:		
IN PRESENCE OF:	an Dontmonship Dringing)	
(SEAL)	or Partnership Principal)	
	(Business Address)	
	(City/State/Zip)	
SURETY:		
By:		
(SEAL)	(Business Address)	
	(City/State/Zip)	

**IMPORTANT** 

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

Countersigned by Florida Agent:

Name: \_\_\_\_\_

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

### APPENDIX K GOVERNMENTAL CONTACT INFORMATION

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

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON

PROPOSER: \_\_\_\_\_

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

### TO THE TOWN OF SOUTHWEST RANCHES:

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

ATTEST

CONTRACTOR

BY:\_\_\_\_\_

Print Name

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

PROPOSER: \_\_\_\_\_

#### APPENDIX M PROPOSER CONFIRMATION OF QUALIFICATIONS

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

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

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

Proposer:

Proposer's Name: \_\_\_\_\_

Proposer's Address: \_\_\_\_\_

Proposer's Phone Number: \_\_\_\_\_

Proposer's Email:

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

[Signatures on next page]

36186950.1 36223274.1

PROPOSER: \_\_\_\_\_

State of Florida

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

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

WITNESS my hand and official seal.

NOTARY Public Records of \_\_\_\_\_ County, Florida

Notary Signature

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

PROPOSER: \_\_\_\_\_

### APPENDIX N PROPOSER EXPERIENCE QUESTIONNAIRE

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

List comparable contract experience and client references:

Project Name:
Contract Amount:
Contract Date:
Client Name:
Address:
Contact Person:
Contact Person Tel. No.:
Project Name:
Contract Amount:
Contract Date:
Client Name:
Address:
Contact Person:
Contact Person Tel. No.:

PROPOSER: \_\_\_\_\_

## APPENDIX O SUB-CONTRACTOR LIST

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

CLASSIFICATION OF WORK	NAME	ADDRESS

PROPOSER:

36186950.1 36223274.1

## APPENDIX P ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No.1 \_\_\_\_\_

Addendum No.2 \_\_\_\_\_

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

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

[Remainder of page intentionally left blank]

# APPENDIX Q LIABILITY CLAIMS

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

1.	Nam	Name and Location of project:			
2.	Contact information for Project Owner:				
	a.	Name:			
	b.	Address:			
	c.	Phone:			
	d.	Email:			
3.	Natu	re of Claim:			
4.	Date	e of Claim:			
5.		olution Date of Claim and how resolved:			
6.	If ap	plicable:			
	a.	Court Case Number:			
	b.	County:			
	c.	State:			
PRC	POSEF	R:			

## APPENDIX R W-9

## **INSERT W-9**

# APPENDIX S PROOF OF INSURANCE

INSERT PROOF OF INSURANCE

### APPENDIX T STATEMENT OF NO RESPONSE

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

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

#### REASONS

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

Explanation:

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

Desire to receive future Town solicitations? \_\_\_\_Yes \_\_\_\_No

36186950.1 36223274.1

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:	
26196050 1		83		RFP 20-007

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

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

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

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

# **B.** FEDERAL CLEAN AIR AND WATER ACTS

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

## C. CONTRACT WORK HOURS AND SAFETY STANDARDS

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

## D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

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

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

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

# E. BUY AMERICAN ACT

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

## F. SUSPENSION AND DEBARMENT

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

### G. ANTI-LOBBYING

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

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

## H. EQUAL EMPLOYMENT OPPORTUNITY

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

# I. NONDISCRIMINATION

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

## J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

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

# K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

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

## L. CONFLICTS OF INTEREST

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

## N. VIOLATIONS OF LAW

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

## **O.** VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the

Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

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

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

# Q. PROCUREMENT OF RECOVERED MATERIALS

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

# **R.** DAVIS-BACON ACT REQUIREMENTS

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

# EXHIBIT "A" EXAMPLE AGREEMENT



# AGREEMENT

# BETWEEN THE

# TOWN OF SOUTHWEST RANCHES

# AND

FOR

# RFP NO.: 20-007

## TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES

### AGREEMENT FOR RFP No.: 20-007 TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES

THIS IS AN AGREEMENT ("Agreement" or "Contract") made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 202\_ by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and \_\_\_\_\_\_ (hereinafter referred to as "Contractor").

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

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

WHEREAS, \_\_\_\_ proposals were received by the Town on January 28, 2020; and

WHEREAS, the Town has adopted Resolution No. 202\_- \_\_\_\_ at a public meeting of theTownCouncilapprovingtherecommendedawardandhasselected\_\_\_\_\_\_for award of the Project.

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

### Section 1: Scope of Services

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

Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.

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

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

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

## "RFP No.: 20-007 TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES

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

## Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$\_\_\_\_\_Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and dignity afforded the original Agreement.

- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to delivered to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town.

#### Section 4: Assignment

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

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

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

#### Section 6: Insurance

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

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

And

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

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of Insurance:
  - A. <u>WORKER'S COMPENSATION</u>: 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. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: 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 nonowned vehicles.
  - C. <u>COMMERCIAL GENERAL LIABILITY</u>: Contractor shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as

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

- D. **ENVIRONMENTAL POLLUTION INSURANCE:** The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.
- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

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

And

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

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.

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

## Section 7: Copyrights and Patent Rights

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

### Section 8: Laws and Regulations

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

#### Section 9: Taxes and Costs

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

#### Section 10: Indemnification

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

### Section 11: Non-discrimination

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

### Section 12: Sovereign Immunity

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

### Section 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal, the prevailing party shall be entitled to recover

reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

### Section 14: No Third-Party Beneficiaries

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

#### Section 15: Funding

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

### Section 16: Manner of Performance

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

### Section 17: Public Records

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

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

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

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the 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.** <u>**Termination by Mutual Agreement.**</u> In the event the parties mutually agree in writing, this Agreement may be terminated on the terms and dates stipulated therein.
- B. <u>Termination for Convenience</u>. 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.** <u>**Termination for Lack of Funds.</u>** 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.</u>
- **E.** <u>Immediate Termination by Town.</u> 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

<u>Pursuant to Florida Statutes, Section 287.133</u>: "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

99

furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

### Section 23: Jurisdiction and Venue

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

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

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

### Section 25: Gender

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

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

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

### Section 27: Days

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

### Section 28: Written Mutual Agreement

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

### Section 29: No Amendment or Waiver

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

### Section 30: Severability

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

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

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

### Section 32: Notice

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

### If to Town:

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

### With a copy to:

Keith M. Poliakoff, Esq. Saul Ewing Arnstein & Lehr

200 East Las Olas Boulevard Suite 1000 Fort Lauderdale, Florida 33301

If to Contractor:

### Section 33: Miscellaneous

- A. <u>Ownership of Documents</u>. 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.** <u>Audit and Inspection Rights and Retention of Records</u>. 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.** <u>Independent Contractor</u>. 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.** <u>Conflicts</u>. 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.** <u>Contingency Fee</u>. 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.** <u>Materiality and Waiver of Breach</u>. Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this

Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- G. Joint Preparation. Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- H. Drug-Free Workplace. Contractor shall maintain a drug-free workplace.
- I. Headings. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. <u>Binding Authority</u>. 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. <u>Truth-in-Negotiation Certificate</u>. 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 104

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



## **Broadwing Building**

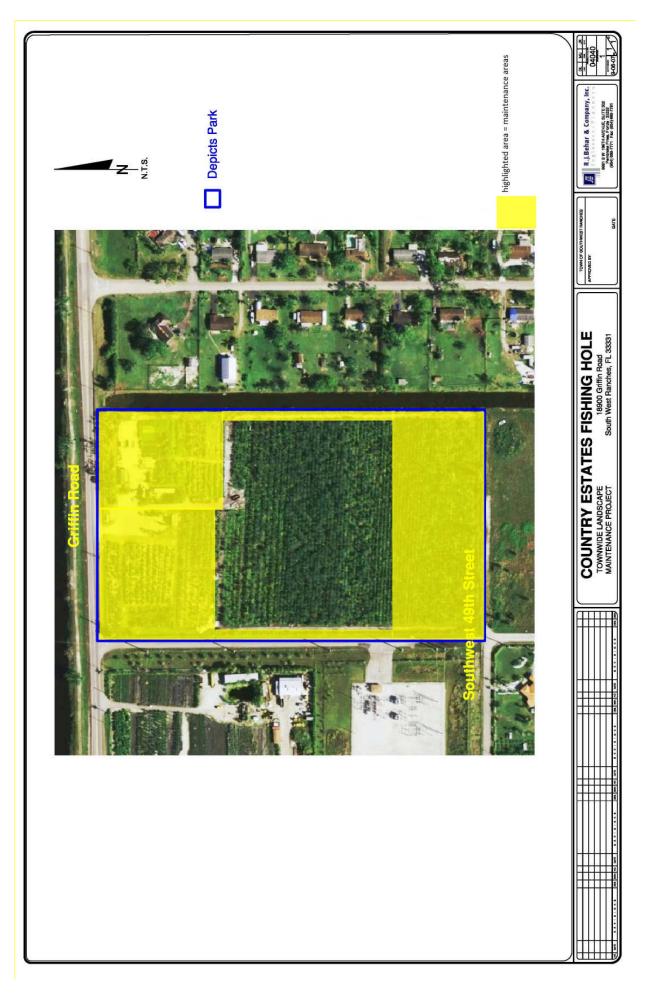
### Highlighted area = maintenance

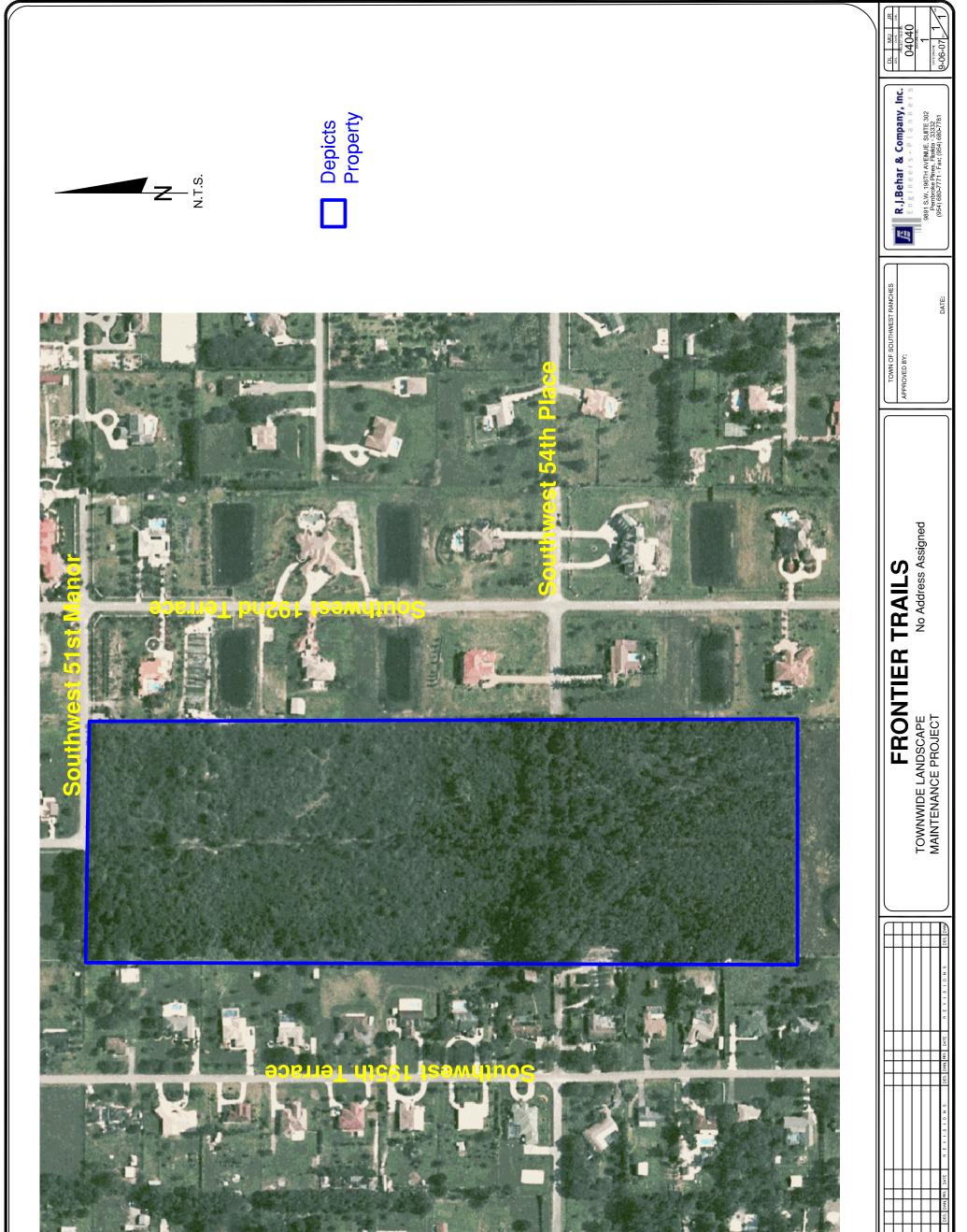
SIN 209TH AVE

ON MILLARD



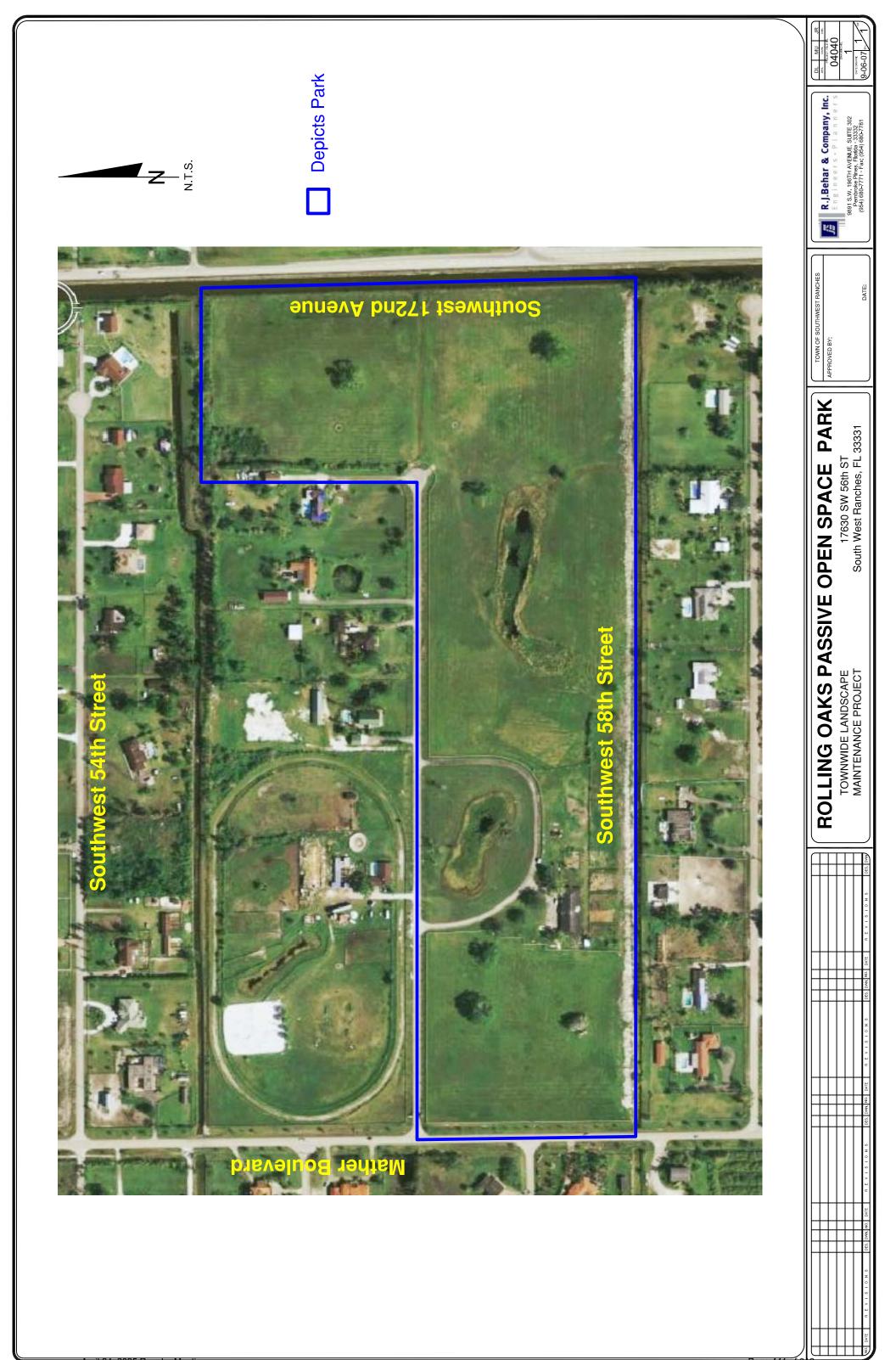






							∽ z	L
with participant     with participant       with participant     with participant       with participant     with participant       with participant     with participant							0	
with participant     with participant       with participant     with participant       with participant     with participant       with participant     with participant							σ	
with participant     with participant       with participant     with participant       with participant     with participant       with participant     with participant							>	
with participant     with participant       with participant     with participant       with participant     with participant       with participant     with participant							ш 17	
W0     DME     R     E     V     1     0								L
M0         DM1         DM2         R         E         V         1         0         N		[[					DATE	l
M0         DM1         DM2         R         E         V         1         0         N							ý.	L
M0         DM1         DM2         R         E         V         1         0         N		IL					DWN	L
		IL					DES.	L
							REVISIONS	
							DATE	L
		It					o'	L
		I٢	٦				DWN.	L
			1				DES.	L
							DATE	I
	)	It	1					
		ò				19	Seres of	*

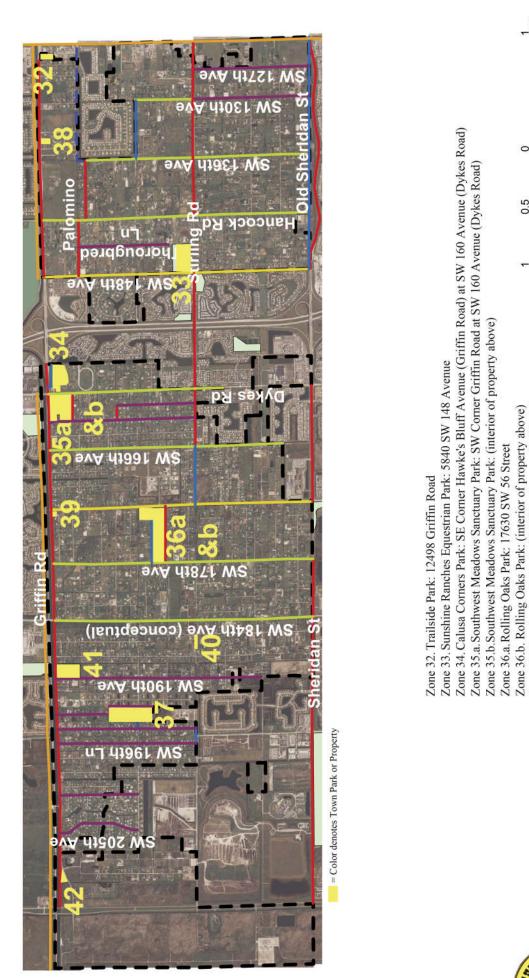














Miles

0

0.5

Zone 37. Frontier Trails Park: SW 193rd Lane at SW 51 Manor

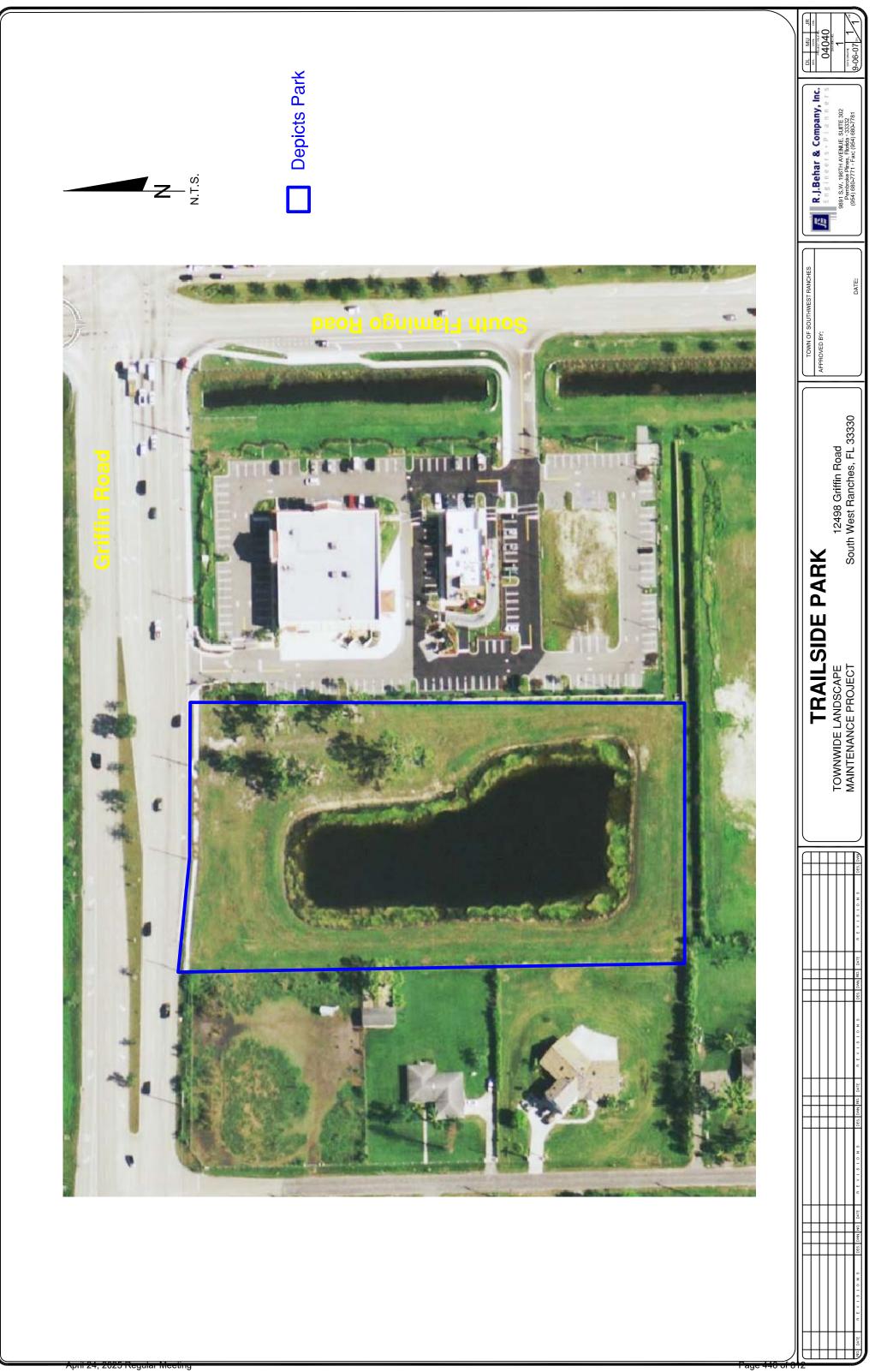
Zone 38. Town Hall: 13400 Griffin Road

Zone 40. Stirling Rd. at SW 185 Way "Pocket Park" Zone 39. Public Safety Facility: 17220 Griffin Road

Zone 41. Country Estates Park: 18900 Griffin Road

Zone 42. Broadwing Building: 20951 Griffin Road

 $\sqrt{z}$ 



# ADDENDUM



= town park or property

rk 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













### CONTRACT RENEWAL

This Renewal Agreement ("Agreement") is made and entered into as of \_\_\_\_\_\_, 2025 by and between the Town of Southwest Ranches, with its principal office located at 13400 Griffin Road, Southwest Ranches, FL 33330 ("Town"), and EDJ Service, LLC, with its principal office located at 1700 SW 68 Avenue, Plantation, FL 33317 ("Vendor").

**WHEREAS**, pursuant to Resolution No. 2020-038, on May 14, 2020, the Town and the Vendor entered into an agreement (the "Original Agreement") for the provision of Town-Wide Parks and Property Maintenance services;

**WHEREAS**, this renewal provides for amendment to the Original Agreement to renew the contract for Town-Wide Parks and Property Maintenance services for an additional five (5) year term, beginning on May 14, 2025;

**WHEREAS**, in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year;

**WHEREAS**, an immediate 2.75% Consumer Price Index (CPI) adjustment is to be activated beginning May 14, 2025;

**WHEREAS**, for the fiscal year of October 1, 2025 to September 30, 2026, EDJ Service, LLC will provide Town-Wide Parks and Property Maintenance services for an annual base fee of \$133,390.51;

**WHEREAS**, additional services that may be requested per the RFP pricing menu will also have the 2.75% Consumer Price Index (CPI) adjustment applied;

**WHEREAS,** any proposed fee increases for maintenance services beyond the fiscal year ending September 30, 2026, must be submitted at least ninety (90) days before the annual renewal date and shall be limited to the Consumer Price Index (CPI) adjustment, with a maximum increase of a 5%, subject to the sole discretion of the Town Administrator;

**WHEREAS**, the Town and the Vendor desire to renew the Original Agreement under the terms and conditions set forth herein and approved via Resolution No. 2020-038;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Renewal Term**: The term of the Original Agreement is hereby extended for an additional five (5) year term, beginning on May 14, 2025.
- 2. **Compensation**: The Town shall pay the Vendor as outlined above.
- 3. **Scope of Services/Goods**: The Vendor shall continue to provide the services/goods as outlined in the Original Agreement. Any modifications to the scope of services/goods must be agreed upon in writing by both parties.

- 4. **Terms and Conditions**: All terms and conditions of the Original Agreement, except as expressly modified by this Agreement, shall remain in full force and effect during the Renewal Term.
- 5. **Notices**: Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail, return receipt requested, or by overnight delivery service to the addresses set forth above.
- 6. **Miscellaneous**: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by both parties. Vendor agrees to comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances, and codes in performing all Work under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Renewal Agreement as of the day and year first above written.

### TOWN OF SOUTHWEST RANCHES

### **EDJ SERVICE, LLC**

By:	By:
Name: Russell Muniz	Name:
Title: Town Administrator	Title:
Date:	Date:

1001.027.2025



Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 (954) 434-0008 Town Hall (954) 434-1490 Fax Town Council Steve Breitkreuz, *Mayor* Bob Hartmann, *Vice Mayor* Jim Allbritton, *Council Member* Gary Jablonski, *Council Member* David S. Kuczenski, Esq., *Council Member* 

Russell C. Muniz, ICMA-CM, Town Administrator Keith M. Poliakoff, JD, Town Attorney Debra M. Ruesga, Town Clerk Emil C. Lopez, CPM, Town Financial Administrator

### **COUNCIL MEMORANDUM**

- TO: Honorable Mayor Breitkreuz and Town Council
- VIA: Russell Muniz, Town Administrator
- FROM: December Lauretano-Haines, PRF Director
- **DATE:** 4/24/2025

SUBJECT: Contract Renewal Townwide Right of Way Maintenance

### **Recommendation**

Council approval is requested to approve the first modification extending the Agreement with EDJ Service, LLC for Town-Wide Right of Way Maintenance.

### Unanimous Vote of the Town Council Required?

No

### **Strategic Priorities**

B. Enhanced Resource Management

### **Background**

The Town's current 5-year contract for Town-Wide Right of Way Maintenance will expire on May 13, 2025. Town-Wide Right of Way maintenance has been satisfactory, and the vendor has provided a high level of service. The Agreement allows extensions not to exceed a total of 15 years.

### Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2024 - 2025 approved Budget – Municipal Transportation Fund account #101-5100-541-46010 (Maintenance Service/Repair Contracts) and Municipal Transportation Fund account #101-5100-541-53110 (Road Materials-Griffin Road Maintenance). in order to align the contract term dates with the Town's fiscal year, the

first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year (09/30/2026).

### Staff Contact:

December Lauretano-Haines, Parks Recreation and Forestry Director

### ATTACHMENTS:

Description	Upload Date	Туре
Staff Memo	4/11/2025	Executive Summary
Resolution	4/11/2025	Resolution
Exhibit "A" Original Agreement	4/8/2025	Exhibit
Original Agreement final pages	4/8/2025	Backup Material
Exhibit "B" Agreement	4/11/2025	Agreement



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

(954) 434-0008 Town Hall (954) 434-1490 Fax Town Council Steve Breitkreuz, Mayor Bob Hartmann, Vice Mayor Jim Allbritton, Council Member Gary Jablonski, Council Member David Kuczenski, Council Member

Russell Muniz, MPA, Town Administrator Keith M. Poliakoff, JD, Town Attorney Debra Ruesga, CMC, Town Clerk Emil C. Lopez, CPM, Town Financial Administrator

### **COUNCIL MEMORANDUM**

- TO: Honorable Mayor Breitkreuz and Town Council
- THRU: Russell Muniz, Town Administrator
- **FROM:** December Lauretano-Haines, Parks Recreation and Forestry Director
- **DATE:** April 24, 2025
- SUBJECT: A Resolution to approve a Contract Renewal, extending the Agreement with EDJ Service, LLC for Town-Wide Right of Way Maintenance services

### **Recommendation**

Council approval is requested to approve the first modification extending the Agreement with EDJ Service, LLC for Town-Wide Right of Way Maintenance.

### **Strategic Priorities**

This item supports the following strategic priorities as identified in the Town's adopted strategic plan.

B. Enhanced Resource Management

### **Background**

The Town's current 5-year contract for Town-Wide Right of Way Maintenance will expire on May 13, 2025. Town-Wide Right of Way maintenance has been satisfactory, and the vendor has provided a high level of service. The Agreement allows extensions not to exceed a total of 15 years.

### Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2024 - 2025 approved Budget – Municipal Transportation Fund account #101-5100-541-46010 (Maintenance Service/Repair Contracts) and Municipal Transportation Fund account #101-5100-541-53110 (Road Materials-Griffin Road Maintenance). In order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it

establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year (09/30/2026).

### Staff Contact:

December Lauretano-Haines, Parks Recreation and Forestry Director

### **RESOLUTION NO.** <u>2025-xxx</u>

### A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT RENEWAL EXTENDING THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND EDJ SERVICE, LLC FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES; APPROVING AN ADDITIONAL FIVE (5) YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE CONTRACT RENEWAL; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** pursuant to Resolution No. 2020-038, on May 14, 2020, the Town and EDJ Service, LLC (the "Vendor") entered into an agreement (the "Original Agreement") for the provision of Town-Wide Right of Way Maintenance services; and

**WHEREAS,** the initial five (5) year term of the Agreement will expire on May 13, 2025; and

**WHEREAS,** Section 1.5 of Exhibit "A" to the Agreement allows extensions not to exceed a total of 15 years; and

**WHEREAS,** this renewal provides for amendment to the Original Agreement to renew the contract for Town-Wide Right of Way Maintenance services for an additional five (5) year term, beginning on May 14, 2025; and

**WHEREAS,** in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year; and

**WHEREAS,** the Agreement provides for proposed fee increases with a maximum increase of 5% annually, subject to the sole discretion of the Town Administrator; and

**WHEREAS,** the Vendor has proposed a 2.75% Consumer Price Index (CPI) adjustment; and

**WHEREAS,** the Town and the Vendor desire to renew the Original Agreement; and

**WHEREAS,** the Town of Southwest Ranches desires to exercise its extension and to extend the term of the Agreement with EDJ Service, LLC for five years, specifically through September 30, 2030, under the terms and conditions set forth herein and approved via Resolution No. 2020-036;

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

<u>Section 1.</u> Recitals. The above-referenced recitals are true and correct and are incorporated herein by reference.

<u>Section 2.</u> Approval. The Town Council hereby approves the Contract Renewal extending the Agreement between the Town of Southwest Ranches and EDJ Service, LLC for Town-Wide Right of Way Maintenance services for an additional (5) year term, specifically through September 30, 2030.

<u>Section 3.</u> Authorization. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Contract Renewal extending the Agreement 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 to effectuate the intent of this Resolution.

<u>Section 4.</u> Effective Date. This Resolution shall become effective immediately upon adoption.

### [Signatures on Following Page]

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

Ranches, Florida, this \_\_\_\_\_day of <u>April</u>, 2025, on a motion by \_\_\_\_\_\_ and

seconded by \_\_\_\_\_.

BreitkreuzAyes\_\_\_\_HartmannNays\_\_\_\_AllbrittonAbsent\_\_\_\_JablonskiAbstainingKuczenskiAbstaining

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney 1001.023.2025

### This page intentionally left blank

### **RESOLUTION NO.** <u>2020 - 036</u>

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

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

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

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

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

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

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

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

.

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

<u>Section 2</u>. After reviewing all of the information provided, the Town Council hereby approves the Selection Committee's ranking of EDJ Services, LLC as the lowest most responsive and responsible proposer for Town-Wide Right of Way Maintenance Services Agreement.

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

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

<b>TRANSPORTATION FUND:</b> <b>REVENUES:</b> Trans Fd: Transfer from the General Fund (101-0000-381-38101)	<b>INCREASE</b> \$14,190
<b>EXPENSES:</b> Trans Fd.:LandscapingMaintenance Service (101-5100-541-46010)Trans Fd.:LandscapingGriffin Road Maint. (101-5100-541-53110)TOTAL	\$ 9,088 <u>\$ 5,102</u> \$14,190
<b>GENERAL FUND:</b> <b>REVENUES:</b> GF: Appropriated Unassigned Fund Balance (101-0000-381-38101)	<b>INCREASE</b> \$14,190
<b>EXPENSES:</b> GF: Transfer to Transportation Fund	\$14,190

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

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

### [Signatures on Following Page]

TRANCOORTATION FUND.

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

Ranches, Florida, this <u>14th</u> day of <u>May</u> 2020, on a motion by **Can Hartmenn** and

seconded by <u>Um Jablons Ki</u> МсКау Ayes Schroeder Nays Amundson Absent Hartmann Jablonski Doulg McKay, Mayor

ATTEST L.

Russell Muñiz, Assistant Town Aqministrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney 36944017.1

April 24, 2025 Regular Meeting

3

### TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES



### AGREEMENT BETWEEN THE

### TOWN OF SOUTHWEST RANCHES

### AND

### EDJ SERVICE LLC

### FOR

### RFP NO.: 20-008 TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

### TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

### AGREEMENT FOR "RFP No.: 20-008 XXX TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES"

THIS IS AN AGREEMENT ("Agreement" or "Contract") made and entered into on this day of March 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 contract for Town-wide Right-of-Way Maintenance Services ("Project"); and

WHEREAS, the Town advertised a Request for Proposals, RFP No. 20-008 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- <u>O34</u> at a public meeting of the Town Council approving the recommended award and has selected EDJ Service, LLC for award of the Project.

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

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

### Section 1: Scope of Services

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

1.3 By submitting its Proposal and entering into this Agreement, Contractor represents that it April 24, 2029 Revisited the location of the Work and informed itself of the conditions that exist at the

### TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

sites and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.

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

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

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

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

### Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$205,713.28 Dollars (two hundred and five thousand, seven hundred and thirteen dollars and twenty eight 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 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. April 24, 2025 Regular Meeting Page 464 of 812
Page 464 of 812

#### Section 4: Assignment

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

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

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

#### Section 6: Insurance

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

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

And

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

6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the April 24, 2011 Classific Temperature than one insured shall not operate to increase the algost are supported by the separately of the algost of the algost

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. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: 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 nonowned vehicles.
  - C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
  - D. <u>ENVIRONMENTAL POLLUTION INSURANCE</u>: The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, Page 466 of 812

## TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR

## TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage is acceptable.

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

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

And

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

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY April 24, 2025 Regular Meeting Page 467 of 812

## TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES 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 April 24, 2025 Regular Meeting

a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

## Section 16: Manner of Performance

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

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

## Section 17: Public Records

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

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

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

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the former 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. <u>Termination by Mutual Agreement</u>. 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. <u>Termination for Cause.</u> 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

## TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR

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

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.** <u>Termination for Lack of Funds.</u> 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.** <u>Immediate Termination by Town.</u> In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
  - 1. Contractor's violation of the Public Records Act;
  - 2. Contractor's insolvency, bankruptcy or receivership;
  - 3. Contractor's violation or non-compliance with Section 11 of this Agreement;
  - 4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
  - 5. Contractor's violation of Section 19 of this Agreement.

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

#### TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES Section 19: Public Entity Crimes Information Statement

<u>Pursuant to Florida Statutes, Section 287.133</u>: "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 RIGHT OF WAY 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

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

#### Section 27: Days

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

#### Section 28: Written Mutual Agreement

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

#### Section 29: No Amendment or Waiver

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

#### Section 30: Severability

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

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

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations April 24, 2025 Regular Meeting Page 474 of 812

under this Agreement as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

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

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

## Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

## If to Town:

Town of Southwest Ranches Town Administrator 13400 Griffin Road Southwest Ranches, Florida 33330

#### With a copy to:

Keith M. Poliakoff, Esq. Saul Ewing Arnstein & Lehr 200 East Las Olas Boulevard Suite 1000 Fort Lauderdale, Florida 33301

If to Contractor:

Evelyn Pagni, President EDJ Services, LLC 4861 SW 106th Avenue Davie, Florida 33328

#### Section 33: Miscellaneous

- A. <u>Ownership of Documents</u>. 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 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.** <u>Audit and Inspection Rights and Retention of Records</u>. 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. <u>Independent Contractor</u>. 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.** <u>Conflicts</u>. 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. <u>Contingency Fee</u>. 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.** <u>Materiality and Waiver of Breach</u>. 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 this Agreement and shall not be construed to be a modification of the terms of this Agreement.

- **G.** <u>Joint Preparation</u>. 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. <u>Drug-Free Workplace</u>. Contractor shall maintain a drug-free workplace.
- I. <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. <u>Binding Authority</u>. 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.** <u>**Truth-in-Negotiation Certificate</u>**. 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.</u>

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature: EDJ SERVICE LLC, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the  $\sqrt{4}$  day of March 2020.

# may

[Remainder of page intentionally left blank signature page follows]

WITNESSES:

· EBloke



Evelyn Pagni, President

EDJ Services, LLC

day of March 2020

TOWN OF SOUTHWEST RANCHES McKay, 🕽

tav of Mar 2020

Andrew D. Berns, Town Administrator

14 day of Mary, 2020

ATTE

Russell Muñiz, Assistant Town Administrator/Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:** 

Keith M. Poliakoff, Town Attorney

EXHIBIT "A-1" (Contractor's Proposal attached)

1



# Proposal: Number: RFP No. 20-008 Town-Wide Right of Way Maintenance Services

# EDJ TREESERVICE 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: <u>edjservice@aol.com</u> Website: <u>www.edjservice.com</u>

4861 SW 106711 AVENUE DAVIE, FLORIDA 33347 PHONE: (954) 791-4467 EMAIE: edgesvice@anto



edj Service Inc. is a family owned and operated company based in the Town of Davie (hereinafter "EDJ"). EDJ was started in 1980 and incorporated in 1986. EDJ provides services throughout the Tri-County Area of Miami-Dade, Broward and Palm Beach County. Our Business objectives at the time of start-up was to have a complete Lawn and Landscape Maintenance Company. Our customers' requests were "Dependability and Reliability." We have maintained this motto throughout our 35 years of service.

As a Commercial Lawn and Landscape Maintenance Company, EDJ has provided services for many cities, including but not limited to, the Town of Davie, City of Plantation, City of Parkland and City of Wilton Manors. In addition, EDJ has had the pleasure of working with several condominium associations and strip shopping malls.

Keeping with our business objectives and goals, in 1997, EDJ acquired its own two-acre nursery in the Town of Davie to provide for our customers when needed. In addition, in 2011, EDJ acquired a well-established and accomplished tree service provider. Further establishing EDJ as a complete Lawn and Landscape Maintenance Company.

We currently employ over 45 employees with a wide range of experience from various landscaping services (i.e., installation, irrigation, fertilization, etc.), lawn maintenance, various tree services (i.e., tree trimming, removal, grinding, installation, etc.), pest control and fertilizing. Our employees are fully trained on the newest machines and newest techniques in Lawn and Landscape Maintenance.

Over the last 40 years, our mission has always stayed the same:

"To keep our communities beautiful while providing excellent customer service, reliability, and friendly staff who are dedicated to creating and maintaining our beautiful surroundings and EDJ SERVICE LLC'S REPUTATION."

We hope in the future that we are afforded the opportunity to prove our value as a service provider. Thank you.

Best Regards,

**EDJ Service LLC Family** 

1861 SW 196<sup>11</sup> AVENUE DAVIE, FLORIDA 13517 PHONE: (954) 791 4167 EMAIL: ediservice@aol.on



Ken Allen: Tree Foreman

- I. 12 Years' experience with edj Tree Service
- II. ISA Certified Arborist
- III. FDOT Certified (MOT Intermediate)

#### **Company Structure:**

Rick Blaha, Operations Manager, has been with EDJ for over twenty (20) years. He personally inspects all properties that we maintain and notifies all concerned parties of any problematic areas that need to be addressed. All supervisors keep him informed of any problems they see or encounter while they are on the properties. This line of communication is imperative to keeping every place we maintain to their highest standard. Having been working in the field for many years he has the experience and knowledge to make sure that every project and property we do look its best. If there are issues, we address them as soon as possible.

Our company is structured where our grass cutting crews' only mow grass and we have separate crews that maintain just hedges and beds. And we have a separate tree crew with its supervisor being an ISA Certified Arborist. We have found that by doing this our quality of work is greatly improved and problems are reported immediately before they become major.

Our mission has always been to provide our clientele the best quality workmanship within a safe and professional manner. We will go above and beyond what is asked for by our clients to meet and exceed their expectations.



## Town-Wide Right of Way Maintenance Plan RFP NO. 20-008

## **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 right of ways.

#### 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 right of ways 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. edj will also utilize a pull behind blower that will be pulled behind a truck with strobe lights to blow off medians and right of ways.

- 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. The finishing crews will also be mowing while doing all the finishing work as well.

#### **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 here a separate crew to here a separate crew to be the second beds provides a much better result than trying to have the finishing crew here a separate crew to here a separate crew to be the second beds provides a much better result than trying to have the finishing crew here a second be the second better the second beds provides a much better result than trying to have the finishing crew here a second be the second better to be the second better to be the second be the s



#### Bushog

The very large areas such as Griffin Rd equestrian trail edj will use their John Deere 5100E tractor pulling a 15ft Schulte batwing bushog.

Edj will be utilizing 1 mow crew and 2 to 3 finishing crews to maintain all the right of ways. Depending on weather and growing conditions we may implore more crews to get the roadways 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, onsite fuel tanks and spare vehicles and equipment keeps our business running and on schedule.

## APPENDIX A PROPOSAL SCHEDULE

The undersigned hereby proposes to furnish all labor, equipment and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addenda, if issued, for the lump sum price shown below.

ITEM	DESCRIPTION	<u>UNITS</u>	QUANTITY	UNIT PRICE	TOTAL PRICE
			·		
	_				
		<u> </u>			
		<u>.</u>			
·				<u> </u>	
	-				
		· · · · · · · · · · · · · · · · · · ·			
		· · · · · · · · · · · · · · · · · · ·		· · · · · · · · · · · · · · · · · · ·	
······					

# TOTAL BASE PROPOSAL PLUS ADD ALTERNATIVE $\underline{$243,558,40}$

VICE 17 Proposer

PROPOSER INFORMATION NAME: HL 33798 re ADDRESS: FEIN: 2364 LICENSE NUMBER: STATE OR COUNTY: LICENSE TYPE: 1.1.2 (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: lame of Corporation/Entit ance, FL 33328 Address of Corporation/Entity Signature of President or Authorized Principal By: Title (If the Proposer is a Corporation, affix corporate seal)

## APPENDIX "B" PROPOSAL FORMS

#### SERVICE CATEGORIES/MAINTENANCE LOCATIONS/ZONES

#### **SERVICE CATEGORY A:**

RIGHT-OF-WAY MAINTENANCE - ROADS/MEDIANS/SWALES - GRIFFIN ROAD EAST All counts and quantities provided are approximate.

Zone 1. GRIFFIN ROAD EAST

ROW: Flamingo Rd. to SW 148 Ave.

- a.) North swale All from edge of pavement to top of canal bank
- b.) Medians All
- c.) 3 Retention Ponds
- d.) South swale All from edge of pavement to property line

#### Zone 2. GRIFFIN ROAD WEST

ROW: west of Dykes Rd. to east of SW 188 Ave.:

- a.) North swale from edge of pavement to top edge of swale Dykes Rd. to SW 188 Ave.
- b.) Medians All
- c.) South swale All

#### **SERVICE CATEGORY B:**

## RIGHT-OF-WAY MAINTENANCE - ROADS / MEDIANS/ SWALES

Zone 3. GRIFFIN ROAD/C-11 Canal Bank Trail: From top edge of swale to top of canal bank

- a.) Flamingo Rd. to SW 148 Ave.
- b.) Dykes Rd. to US 27

## **SERVICE CATEGORY C:**

RIGHT-OF-WAY MAINTENANCE - ROADS/MEDIANS/SWALES Zone 4. Griffin Rd. West

US 27 to Holiday Park entrance

Zone 4a. Dykes Road Median at Sheridan Street

Zone 5. SW 172 Ave. from Griffin to Sheridan St.

a.) West side

b.) East side at 4800 SW 172 Avenue - plantings in ROW

c.) East side at 6640 SW 172 Avenue – plantings in ROW

Zone 6. SW 166 Ave. from Griffin to SW 51 Manor, West side

Zone 7. SW 166 Ave. south of SW 52 Place 12,430 s.f. of ROW on West side

Zone 8. SW 166 Ave. from SW 62 St. to SW 69 St., East side

Zone 9. Dykes Rd. from SW 66 St. to Segovia Circle N, East and west sides

Zone 10. Stirling Rd. from Dykes Rd. to SW 166 Ave., Median only

Zone 11. SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St. - west of SW 178 Ave., North and south sides, String trimming at Guardrail

Zone 12. SW 178 Ave. between SW 54 and SW 56 St., between SW 56 and SW 58 St. between SW 68 Court and SW 70 Place, East and west sides, some north sides as per aerials, String trimming at Guardrail

Zone 13. SW 66 St. between SW 178 and SW 172 Avenues, North side

Zone 14. Hawke's Bluff Ave. (Adjacent to Griffin Rd. west of I-75 interchange) east of Dykes Rd. to Southwest Ranches / Davie Municipal boundary

Zone 15. SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and Sheridan St., East side

Zone 16. SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sheridan St., East side

Zone 17. SW 136 Ave. (Holatee Trail) from Old Sheridan St. to East Palomino Drive, East side

Zone 18. SW 50 St. (East Palomino Drive), east of 13601 address only, North side

Zone 19. SW 50 St. (West Palomino Drive), South side

Zone 20. SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave., North side

Zone 21. SW 130 Ave. (Melaleuca Rd.) from Old Sheridan St. to Stirling Rd., West side

Zone 22. SW 130 Ave. (Melaleuca Rd.) from Stirling Rd. to end of roadway, East side

Zone 23. SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side

Zone 24. SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side

Zone 25. SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side

Zone 26. SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.), South side

Zone 27. SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail), South side, portion of north side, median

Zone 28. SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.), North side

Zone 29. SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.) to SW 127 Ave. (Appaloosa Trail), North and south sides, intersection, various

Zone 30. SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side

Zone 31. SW 51 Manor swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)

Zone 32. SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only

Zone 44. SW 210 Terrace drainage swale

## [INTENTIONALLY LEFT BLANK]

# SERVICE CATEGORIES/MAINTENANCE FREQUENCIES\*

Location/ Zone	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Right-of-Way Mowing, Trimming and Maintenance	16	1	I	1	1	1	2	2	2	2	1	1	1
Canal bank Mowing and Trimming	16	1	1	1	1	1	2	2	2	2	1	1	1
String Trimming Only Maintenance	16	1	1	1	1	1	2	2	2	2	1	1	1
ROW / Line of sight/ Brush back	8+/-			es per ye		rected	1	.1	<u></u>	-L	4	<u> </u>	ł
A. 1&2, C. 4 & C. 4 a. Griffin Road East & West, Dykes Road Median Maintenance	28	1	1	1	2	3	3	3	3	3	3	3	2
B. 3. C-11 Trail Mowing & String Trimming Maintenance	28	1	1		1	2	3	3	3	3	3	2	1
C. 44 SW 210 Terrace Swale Maintenance	24	2	2	2	2	2	2	2	2	2	2	2	2
Shrub/ Landscape Material Trimming	16	1	1	1	1	1	2	2	2	2	1	1	1
Fertilization	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching Littor	1-2												
Litter Removal	24	2	2	2	2	2	2	2	2	2	2	2	2
Tree bed weeding	6	1	0	1	0	1 R'S SIG	0	1	0	1	$\rightarrow$	1	0

PROPOSER'S SIGNATURE

COMPANY NAME: \_

 $\alpha^{<}$ 

ERVICE

## MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL):

# **RIGHT-OF-WAY MAINTENANCE – ROADS/MEDIANS/SWALES**

Service Category	Location/ Zone #	Location/Zone Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
A	1	GRIFFIN ROAD EAST ROW: Flamingo Rd. to SW 148 Ave. a.) North swale – All from edge of pavement to top of canal bank b.) Medians – All c.) 3 Retention Ponds d.) South swale – All from edge of		38,941.28
A	2	pavement to property line GRIFFIN ROAD WEST ROW: west of Dykes Rd. to east of SW 188 Ave.: a.) North swale – from edge of pavement to top edge of swale – Dykes Rd. to SW 188 Ave. b.) Medians – All c.) South swale – All	\$ 1694-54 \$	s 47,447 s
В	3	Griffin Road/ C-11 Canal Bank Trail: From top edge of swale to top of canal bank a.) Flamingo Rd. to SW 148 Ave. b.) Dykes Rd. to US 27	<u> </u>	\$ 01304
С	4	Griffin Road West US 27 to Holiday Park entrance	\$ 13596	\$ 3,263
С	4A.	Dykes Road median at Sheridan Street	\$ 5472	\$ 13:13 28
С	5	SW 172 Ave. from Griffin to Sheridan St. a.) West side b.) East side at 4800 SW 172 Avenue – ROW planting c.) East side at 6640 SW 172 Avenue – ROW planting	387 <sup>89</sup> \$	9,309 36 s
С	6	SW 166 Ave. from Griffin to SW 51 Manor, West side	\$ 33	\$ 78720

C	7	SW 166 Ave. south of SW 52 Place 12,430 s.f. of ROW on West side	\$ 385	\$ 93144
С	8	SW 166 Ave. from SW 62 St. to SW 69 St., East side	. 7947	· 190728
С	9	Dykes Rd. from SW 66 St. to Segovia Circle N, East and west sides	\$52 98	. 1271 52
С	10	Stirling Rd. from Dykes Rd. to SW 166 Ave., Median only	\$128 <sup>11</sup>	\$ 3.07464
С	11	SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St west of SW 178 Ave., North and south - Guardrail String	36723	6,413 52
С	12	trimming SW 178 Ave. between SW 54 and SW 56 St., between SW 56 and SW 58 St., between SW 68 Court and SW 70 Place, East and west sides, some north sides - String trimming at Guardrail	\$ 168 - \$	s 4,054 <sup>56</sup>
С	13	SW 66 St. between SW 178 and SW 172 Aves, North side	\$ 58 98	\$1,41552
C	14	Hawke's Bluff Ave (Adjacent to Griffin Rd. west of I-75 interchange) east of Dykes Rd. to Southwest Ranches / Davie Municipal boundary - 30,500 s.f. of ROW on north side	115 \$	2,78304
С	15	SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and Sheridan St., East side	\$55299	\$1327176
С	16	SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sheridan St., East side	\$356	\$ 8.56392
С	17	SW 136 Ave. (Holatee Trail) from Old Sheridan St. to East Palomino Drive, East side	01 \$190	.4561 68
С	18	SW 50 St. (East Palomino Drive), east of 13601 address only, North side	\$3280	• 187 20
С	19	SW 50 St. (West Palomino Drive), South side	s 11596	\$ 278304
C	20	SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave., North side	\$7947	\$ 1907 <sup>28</sup>
С	21	SW 130 Ave. (Melaleuca Rd.) from Old Sheridan St. to Stirling Rd., West side	\$165	\$ 3,974 40
С	22	SW 130 Ave. (Melaleuca Rd.) from		<u> </u>
April 24, 2025	Regular Meeting	55		age 493 of 812

		Stirling Rd. to end of roadway, East	1015	1174192
		side	\$171	\$4/11
C	23	SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side	\$25596	\$6,143
С	24	SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side	\$255 96	s 6,143 04
С	25	SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side	\$255	\$6,14304
С	26	SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.), South side	\$79.41	\$ 1907 23
С	27	SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail), South side, portion of north side, median	1907	4,56168
			\$	\$
С	28	SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.), North side	32723	\$5453 52
С	29	SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.) to SW 127 Ave. (Appaloosa Trail), North and south sides, intersection, various	196 <sup>11</sup>	4,706
С	30	SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side	17947	4,30728
C	31	SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)	6560	1574 40 \$
С	32	SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only	9768	\$2,344 32
С	44	SW 210 Terrace Drainage Swale	\$172	\$4132 =
MEDIA	NS/SWALES	-OF-WAY MAINTENANCE – ROADS/	\$ 243,	558.40
*All counts/	frequencies are ap	proximate. The Town reserves the right to add or delete the o	quantity/frequen	cy of service.

PROPOSER'S SIGNATUR

COMPANY NAME:

# MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)

Item No.	Services	Unit	Unit Price
1.	ROW Maintenance/Mowing	Per Square Foot	\$,004
2.	String Trimming Only Maintenance	Per Linear Foot (20' +/- width)	\$ .49
3.	String Trimming Only Maintenance	Per Square Foot	\$ .28
4.	String Trimming Only Maintenance	Per Square Foot	\$ .18
5.	Weeding Only Maintenance	Per Square Foot	\$ 15
6.	Edging Only Maintenance	Per Linear Foot	\$ .03
7.	Line of Sight/Brushback	Per Linear Foot (20' +/- width)	\$ 52
8.	Herbicide spraying	Per Square Foot	\$ ,24
9.	Laborer/Groundskeeper	Per hour 8:00 a.m 4:30 p.m., Mon-Fri =	\$ 35.34
10.	Laborer/Groundskeeper	Per hour for all other times =	\$ 42.01
11.	Supervisor/Foreman	Per hour 8:00 a.m 4:30 p.m., Mon-Fri =	\$ 46.26
12.	Supervisor/Foreman	Per hour for all other times =	\$ 49.52
13.	Certified Arborist	Per hour 8:00 a.m 4:30 p.m., Mon-Fri =	\$ 92,50
14.	Certified Arborist	Per hour for all other times =	\$ 117.50
15.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator	Per hour =	s 14.38
16.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator	Per day =	74.38 \$ 595 <sup>04</sup> \$
17.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator		s 2,975 <sup>20</sup>
18.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator	Per month =	\$ 80
19.	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per day =	11,900 - \$98 <sup>56</sup>
20.	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per week=	\$4492
21.	Combination Front End Loader and Backhoe with a minimum operating	Per month =	\$17,97120

	weight of 13,000 lbs., with operator		
22.	Combination Front End Loader and	Per day =	\$ 16
	Backhoe with a minimum operating		6000
	weight of 13,000 lbs., with operator		878-
23.	Min. 15,000 GVM Dump Truck	Per week=	80-1/20
	with Operator		3,3/5-
24.	Min. 15,000 GVM Dump Truck	Per month =	S.a. 00
	with Operator		13.500 30
25.	Min. 15,000 GVM Dump Truck	Per day =	\$ ( = Old
	with Operator		675-
26.	Min. 15,000 GVM Dump Truck	Per week=	50 170
	with Operator		137500
27.	Watering Truck with Operator	Per month =	\$ 16.588
28.	Watering Truck with Operator	Per day =	\$ 029 41
29.	Watering Truck with Operator	Per week=	\$ 4,147,20
30.	Watering Truck with Operator	Per month =	\$ 16.588.8
31.	Hydraulic Bucket Truck with a	Per day =	\$
	reach of 55', with operator		1030 32
32.	Hydraulic Bucket Truck with a	Per week=	\$
	reach of 55', with operator		551.60
33.	Hydraulic Bucket Truck with a	Per month =	\$ 110
	reach of 55', with operator		20 606-
34.	Hydraulic Bucket Truck with a	Per day =	\$ 72
	reach of 55', with operator		1030 200
35.	Mowing of turf area – Acreage	Per acre=	\$99.62
36.	Mowing of turf area - ROW (20' +/-	Per Linear Foot=	\$ 10
	width)		.49
37	Melaleuca Mulch	Per Cubic Yard installed	\$ 41.00
38.	Bahia Sod per pallet furnished &	Per pallet furnished & installed	\$ , 00
	installed		\$415-00
39.	St. Augustine Sod per pallet	Per pallet furnished & installed	\$ 1 00
	furnished & installed		465-
40.	8-2-10 – 90% sulphur coated	Per 50 lb. in place	\$ 500
<b>4</b> 1.	15-0-15-50% sulphur coated, with	Per 50 lb. in place	\$ _ 00
	Talstar		50-
<b>1</b> 2.	Micronutrients: Manganese, in	Per lb. in place	\$ ,00
	granular form	_	6-
13.	Micronutrients: Magnesium, in	Per lb. in place	\$ ; 00
	granular form	_	6-
14.	Removal & Proper disposal of	Per Cubic Yard	\$0.68
	debris		4d =
15.	Fill Material, per cubic yard	Per Cubic Yard	\$ m00.
	furnished and installed – Topsoil		38
6.	Fill Material, per cubic yard	Per Cubic Yard	\$ -100
	furnished and installed – Lake sand		-11

	or sand fill					
47.	Fill Material, per cubic yard	Per Cubic Yard	\$ .00			
	furnished and installed – Concrete		7/-			
	screening		10 00			
48.	Re-set downed / wind thrown tree	Per Tree	\$225-			
49.	Staking – root ball staking – (preferred method)	Per Tree	\$ 7500			
50.	Staking and guying - board and	Per Tree	\$			
	batten materials (3" or greater caliper trees)		75°			
51.	Staking and guying - lodge poles	Per Tree	\$			
•	and sisal materials (3" or less caliper trees)		650			
52.	Removal of exotic / hazard tree	Per Caliper inch of trunk	\$53,25			
53.	Removal of exotics & vines within planted areas	Per hour =	\$ 53.25			
54.	Griffin Road Right of Way Litter removal along roadsides and median	Per "non-maintenance" Week	\$52868			
55.	% markup over Plant Finder price	% 1 0	\$			
	for tree, shrub and other sod type	915/0× (by) H				
	replacements (markup to cover	d.65 million				
	furnish, transportation, installation, and initial watering costs)	Material				
	Miscellaneous Code I	Enforcement Services	0.0			
56.	Mowing/lawn maintenance	Per individual proposal	4800			
*All cour	*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service. PROPOSER'S SIGNATURE					
E						

COMPANY NAME: EDJ Service LLC

#### **PROPOSAL SIGNATURE**

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, machinery and services to perform Town Wide Park and Right-of-Way Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATUR PROPOSER'S NAME: COMPANY NAME:

#### **OTHER REQUIRED SIGNATURES AND SUBMITTALS**

Proposers are required to complete, provide and/or execute the documents in this section. Response to the Required Signatures and Submittals will be utilized as part of the Town's overall proposal evaluation and contract selection procedure.

#### PROPOSAL SECURITY

Simultaneous with the delivery of an executed Proposal, Proposer shall furnish to the Town Proposal Security in an amount equal to five percent (5%) of the total annual amount proposed for all services. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an authorized agent in the State of Florida, or in the form of cash, cashier's check payable to the Town of Southwest Ranches, Florida and drawn on a Florida bank, or in the form of an irrevocable letter of credit or other alternative form of security acceptable to the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as nonresponsive.

#### **CONTRACTOR QUALIFICATIONS**

Evidence that the Proposer holds appropriate licenses to perform the Work sought in this Proposal, and as required by Florida Statues and Local law, must be submitted with the Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation.

#### **CONFLICTS OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Proposals, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

[Remainder of page intentionally left blank]

#### APPENDIX C DISCLOSURE OF OWNERSHIP INTEREST

## TO: TOWN OF SOUTHWEST RANCHES OFFICIALLY DESIGNATED REPRESENTATIVE

## STATE OF FLORIDA COUNTY OF Browaw .

BEFORE ME, the undersigned authority, this day personally appeared <u>Manual Manual</u>, 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 Owner 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: PLANTATION, FL 33317 TODSW

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.

April 24, 2025 Regular Meeting

Under penalty of perjury, Affiant declares that Affiant has examined this 6. Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

# AFFIANT FURTHER SAYETH NAUGHT.

AGNI, Affiant

Print Affiant Name)

The foregoing instrument was acknowledged before me this day of <u>Dervery</u>, 20<u>20</u>, by <u>Evelyn R Pagni</u>, [] who is personally known to me or [] who has produced <u>Elonida Drivers Jicens</u> as identification and who ] who is did take an oath.

Shaqia Desroches State of Florida y Commission Expires 02/20/2022 Commission No. GG 187977

Notary Public

Shaain

(Print Notary Name) State of Florida 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.

Address Name ILHARD BLAHA 1520NW 100 Way Plantation

# APPENDIX D DRUG FREE WORKPLACE

Proposers must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

, on Sep **PROPOSER'S SIGNATURE:** 

J SERVICE LLC **PROPOSER:** 

# APPENDIX E SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to 1. by for whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:

(i). A predecessor or successor of a person convicted of a public entity crime; or

(ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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 TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES RFP NO. 20-008 PROPOSE By: (Printed Name) (Title) Sworn to and subscribed before me this \_ 4,20day of Personally known Drivers License Or Produced Identification Florida (Type of Identification) Notary Public - State of Flori 0 Notary Signature My Commission Expires

(Printed, typed, or stamped commissioned name of notary public)

Shaqia Desroches State of Florida My Commission Expires 02/20/2022 Commission No. GG 187977

# APPENDIX F NON-COLLUSION AFFIDAVIT

State of Florido ) ss:	
hh. in O	
County of Manuelling .)	
Ally A Marie .	being first duly sworn deposes and says that:
(1) He/She is the Our All	(Owner, Partner, Officer, Representative or
Agent) of EDJ Service	<u>LLC</u> the Proposer that has
submitted the attached Proposal;	

- (2) He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Bid price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

# [Signatures on next page]

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES RFP NO. 20-008 111 PROPOSER: B٦ AG. lame (Title) 20 20 \_day of \ Sworn to and subscribed before me this Personally known icense Or Produced Identification (Type of Identification) Notary Public - State of Notary My Commission Expires\_

(Printed, typed, or stamped conadial Bestoned name of notary public) State of Florida My Commission Expires 02/20/2022

Commission No. GG 187977

# APPENDIX H CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of 7

) ss: County o

"RESOLVED, that <u>Multiple</u> a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, <u>Mussian</u> <u>18</u>, 20<u>20</u>, 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 hereinto set my hand and affixed the official seal of the Corporation or Limited Liability Company this 23 day of \_\_\_\_\_\_, 2020.

(SEAL)

PROPOSER: EDT SERVICE LLC

# **APPENDIX K PROPOSAL BOND**

Bond No	A hers h
BID BOND	Cashiers Cheek.
State of	_)
	) ss:
County of	_ )
KNOW ALL MEN BY THESE PR	ESENTS, that we,
, as Pr	rincipal, and
	_, as Surety, are held and firmly bound unto the Town of
Southwest Ranches, a municipal Dollars (\$	corporation of the State of Florida, in the penal sum of), lawful money of the United States, for
the payment of which sum well an	d truly to be made, we bind ourselves, our heirs, executors, y and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal, dated\_\_\_\_\_\_20 \_\_\_ for:

# "RFP No.: 20-008: Town-Wide Right of Way Maintenance Services"

NOW, THEREFORE,

- If said Proposal shall be rejected, or in the alternate (a)
- If said Proposal shall be accepted and the Principal shall properly execute and deliver to (b) 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]

	UTHWEST RANCHES, FLORIDA I OF WAY MAINTENANCE SERVICES
$\langle \rangle$	RFP NO. 20-008
PROPOSER:	
By:	
Title	
Title:	
IN PRESENCE OF:	
(Individual or P (SEAL)	Partnership Principal)
(SEAL)	
	(Business Address)
	(City/State/Zip)
	(City/State/Zip)
	(Business Phone)
SURETY:	
Ву:	
(SEAL)	(Business Address)
	(City/State/Zip)
	(Business Phone)
	$\backslash$
<u>IMPORTANT</u> Surety companies executing bonds mus	t appear on the Treasury Department's most current list
	ized to transact business in the State of Florida.
``````````````````````````````````````	
Countersigned by Florida Agent:	$\langle \cdot \rangle$
Councisigned by Florida Agent.	

Date:	

Name: \_\_\_\_\_

.

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWNWIDE PARKS AND PROPERTY MAINTENANCE SERVICES RFP NO. 20-00%

# 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
Cote of Bantatero Rublie Works	750 NW 91 Rge. No Station FL	954 49-385	Ster Rodgers
City of Plantal	in 9151 NW2 XX	954 452-2511	Phil Goodreck
Towno/Dance	4901 Orange Dr	954	Kanin Montal dei
Public Works	Danie, FL 6500 Parkuded	327-3943 954	Kristine
( Public Works (	Bukland, FL	757-4119	Veselinoric
	K. 3650 NE 12 Auc es Oakland Pork, FL	954 561-6190	Lyzabeth Fiore
South Broward	6591 SW 160 Ave Southwest Ranches	· · · · · · · · · · · · · · · · · · ·	
Crainage Reet.	Southwest Narthe	600-0000	V

PROPOSER: EDS SERVICE LIC. "Deave see attached for additional Conto



- SOUTH BROWARD DRAINAGE DISTRICT Contact: Mr. Joe Certin (954) 680-3025 Fax# (954) 680-3339 <u>JoeC@SBDD.org</u> 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 <u>JCollazo@Hollywoodfl.org</u>. Since 2016 and ongoing City wide Tree trimming and Removals till 2022.
- City of Margate 6199 NW 10<sup>th</sup> Street, Margate Fl. 33063
   Contact: Ben Trapani 954-975- 3306 <u>Btrapani@Margatefl.com</u> Since 2018-19 Ongoing Citywide Tree Trimming, Removal and Replacements
- 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. 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. <u>Kevin.Montaldi@davie-fl.gov</u>. 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.
- 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 April 2tree installations. Page 513 of 812

- CITY OF PARKLAND Public Works Department, 6500 Parkside Drive, Parkland, Florida, 33067. Contact: Kristine Veselinovic (954) 757-4119 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 **11**373 Fax: 954-967-3571 <u>SusanaTromp@semtribe.com</u>. 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. Since 2016 – 2019 Ongoing Citywide Tree Trimming and Removal

# APPENDIX M ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

# TO THE TOWN OF SOUTHWEST RANCHES:

EDT 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 EDT SERVICE LLCs failure to comply with such regulations.

Juce E Blake

ATTEST

EDJ SERVICE LLC

CONTRACTOR

Print Name

Date: 1-23-2026

PROPOSER: EDJ SERVICE LLC

# APPENDIX N PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request For Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the Proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request For Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposer s who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the Proposal Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer: Aliperticarie
Proposer's Name: <u>EDJ SERVICELLC</u>
Proposer's Address: 4861 Sw106 Ave
Darie F-133328
Proposer's Phone Number: 954 791-4167
Proposer's Email: lajsernice OAd. Com
Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):

324-236430

[Signatures on next page]

line **PROPOSER:** 

State of Florida

County of THOL

The foregoing instrument was acknowledged before me this 1/2 day of there . 20 by Evelyn R Pagni of Edj. Service LLC (Proposer), who is personally known to me or who has produced Floridg Drivers Licenseas identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY Public Records of Braward County, Florida Notary Signature

Shaqia Desroches State of Florida Commission Expires 02/20/2022 Commission No. GG 187977

Name of Notary Public: (Print, Stamp, or type as Commissioned)

PROPOSER: EDJ SERVICE LLC

# APPENDIX O PROPOSER EXPERIENCE QUESTIONNAIRE

The Proposer's response to this questionnaire will be utilized as part of the Town's Proposal Evaluation and Contractor selection. Proposers must have current licensures applicable to this type of work and must have experience on comparable work.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES
RFP NO(20-008
Project Name Taway & Handy Cupe Muny. Kuks & NDW
8 10
Contract Amount: 445,000
1
Contract Date:
at all D. black P. black
Client Name: (ily of Milling - Mublit 107Rs
Address: 6500 Parkiele R. Parkland, Fk.
Vi -t i llacolla li
Contact Person: The Shere Viel Unere
Contact Person Tel. No.: 954 757-4119.

PROPOSER: EDJ SERVICE LLC

# APPENDIX P SUB-CONTRACTOR LIST

In the form below, the Proposer shall list all Subcontractors to be used on this project if the Proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

<b>CLASSIFICATION OF</b>	NAME	ADDDECC
		ADDRESS
WORK		
Flibelizationst	JKA Per Control	MODSW 59 AVE Decentation, FL.
•		
·····		
		· · · · · · · · · · · · · · · · · · ·
		· · · · · · · · · · · · · · · · · · ·
		· · · · · · · · · · · · · · · · · · ·

EDT SERVICE LLC PROPOSER

# APPENDIX Q ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indicate receipt of any addendum by initialing below for each addendum received.

Addendum No.1	É
Addendum No.2	Ð
Addendum No.3_	

Addendum No.4\_\_\_\_\_

[Remainder of page intentionally left blank]

## APPENDIX R LIABILITY CLAIMS

.

.

Please list the following information for all Liability Claims for the past ten (10) years;

1.	Name and Location of project: <u>CITY OF OAKIGAD PARK</u>	
<del></del>	Parks & KOW	
2.	Contact information for Project Owner: a. Name: <u>Uty &amp; Ole &amp; Vind Park Jusure Service</u> b. Address: <u>3650 NE 12# AVE. Oakburd Park</u> F c. Phone: <u>954561-6196</u>	22
	d. Email:	
3.	Nature of Claim: DamAged water Pipe	
4. 5.	Date of Claim: $11 - 20 - 2015$ Resolution Date of Claim and how resolved: $C/q_{1}m Pq_{1}D$ \$ 1474.	
6.	If applicable:	
	a. Court Case Number: <u>P/A</u>	
	b. County:	
	c. State:	
PRO	POSER: EDJ SERVICE LLC.	

85

. . . . .

---

. .... ....



Logged On As: fi21207 Robert Gonzalez



Home

#### 🗢 Go Back

Enter a Claim N	lumber: 572829	ОК		
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		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 Specialis	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		\$ 1,474.4	7 \$ 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**

# APPENDIX S W-9

**INSERT W-9** 

Form	W.	-9
(Rev. C	ctober :	2018)
		he Treasury e Service

# Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

mema	1 Name (as shown		tax return) Name is re	quired on this line; do r	ot leave this line blank.		
			car rotariy. Haino io to	<b>4</b>			
	EDJ SERVICE 2 Business name/c		y name, if different from	n above		<u> </u>	
Print or type. Specific Instructions on page 3.	following seven to Individual/sole single-member Limited liabilit Note: Check to LLC if the LLC another LLC to	boxes. e proprietor or er LLC ty company. Ente the appropriate I C is classified as that is <b>not</b> disreg d from the owner	C Corporation or the tax classification oox in the line above for a single-member LLC arded from the owner f	C=C corporation, S=S r the tax classification for U.S. federal tax pur ropriate box for the tax	Partnership corporation, P=Partner of the single-member o in the owner unless the poses. Otherwise, a sin	Trust/estate ership) >S wner. Do not check owner of the LLC is gle-member LLC that	Exemptions (codes apply only certain entities, not individuals; sr instructions on page 3):     Exempt payee code (if any)     Exemption from FATCA reporting code (if any)     (Applies to accounts maintained outside the U)
	5 Address (number	r, street, and apt	. or suite no.) See instr	uctions.		Requester's name a	and address (optional)
See	4861 sSW 1061	TH AVENUE					
	6 City, state, and Z	ZIP code					
	DAVIE, FL 3	3328					
	7 List account num	nber(s) here (option	onal)				
Par	ti Taxpa	yer Identifi	cation Number	(TIN)			
Enter	your TIN in the ap	propriate box.	The TIN provided m	lust match the name	given on line 1 to a		curity number
backu	p withholding. For	r individuals, th	is is generally your :	social security numb	er (SSN). However,	tora	

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 How to get a				-			-			
TIN, later.	or									
Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and	Em	ploy	er id	entif	icati	on n	umt	ber		
Number To Give the Requester for guidelines on whose number to enter.	5	9	-	2	8	1	8	9	2	3

#### Part II Certification

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 no longer subject to backup withholding; and
- 3.1 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.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding beca 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.

Sign Here	Signature of U.S. person	ID)	Ray	r	Date >	
		1				~ . <b>.</b>

# **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

# **Purpose of Form**

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 an aniformation return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gros proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interes 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
   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 mig



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/) 5/16/201

	HIS CERTIFICATE IS ISSUED AS A ERTIFICATE DOES NOT AFFIRMAT ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AN	IVELY OF	R NEGATIVELY AMEND, E DOES NOT CONSTITU CERTIFICATE HOLDER.	EXTEND OR ALT	er the co Between t	VERAGE AFFORDED BY THE ISSUING INSURER(S),	AUTHOR
í! lf	MPORTANT: If the certificate holder SUBROGATION IS WAIVED, subject his certificate does not confer rights t	is an ADI to the te	DITIONAL INSURED, the perms and conditions of the	ne policy, certain p	olicies may	AL INSURED provisions or require an endorsement.	r be endo A statemer
	DUCER SUNZ Insurance Solution		ID: (TLR)	CONTACT		np Department	<u> </u>
	c/o TLR of Bonita. Inc		io. (reit)	DUONE	727-520-7676	FAY	727-525-
}	700 Central Ave, Suite 50	0		E MAIL	certs@encore		
	St. Petersburg, FL 33701			1		RDING COVERAGE	N/
				INSURER A : SUNZ I			347
INSI	JRED		······································		isurance our	прану	
T	LR of Bonita, Inc			INSURER B :			
ļĘ	nterpriseHR 00 Central Avenue Suite 500			INSURER D :		`	
	it. Petersburg FL 33701			INSURER E :			
-				INSURER F :			1
L	VERAGES CER	TIFICAT	E NUMBER: 48715017	I INSURER F.		REVISION NUMBER:	
Т	HIS IS TO CERTIFY THAT THE POLICIES	OF INSU	RANCE LISTED BELOW HA	VE BEEN ISSUED TO	THE INSURE	D NAMED ABOVE FOR THE	POLICY PE
	NDICATED. NOTWITHSTANDING ANY RI ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN, POLICIES	ENT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO A	TO WHICH
INSR LTR	TYPE OF INSURANCE	ADDLISUBI	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
1	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$	
	CLAIMS-MADE OCCUR			-		DAMAGE TO RENTED PREMISES (Ea occurrence) S	
1						MED EXP (Any one person) S	
						PERSONAL & ADV INJURY S	
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE S	
	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG S	
	OTHER:					S	
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT S	
	ANY AUTO					BODILY INJURY (Per person) S	
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident) S	
1	HIRED NON-OWNED AUTOS ONLY					PROPERTY DAMAGE S	
L						S	
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE \$	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE \$	
	DED RETENTION S					s	
A	WORKERS COMPENSATION		WC016-00001-019	6/1/2019	6/1/2020	✓ PER OTH- STATUTE ER	
l	ANYPROPRIETOR/PARTNER/EXECUTIVE	NIA	WC016-00001-018	6/1/2018	6/1/2019	E.L. EACH ACCIDENT \$1	,000,000.(
	OFFICER/MEMBER EXCLUDED?					E.L. DISEASE - EA EMPLOYEE \$1	,000,000.(
L	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT S1	.000,000.(
	<u> </u>	1					
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACOR	D 101, Additional Remarks Schedu	le, may be attached if mor	e space is requir	ed)	
	overage Provided for all leased employed ent Effective: 2/8/18	es but not	subcontractors of: EDJ Set	rvice Inc	ę		
	,						
L				CANCELLATION			
	RTIFICATE HOLDER			CANCELLATION		· · · · · · · · · · · · · · · · · · ·	
3				SHOULD ANY OF THE EXPIRATION ACCORDANCE WI	N DATE TH	ESCRIBED POLICIES BE CAN( EREOF, NOTICE WILL BE CY PROVISIONS.	CELLED BE DELIVERE
1	- · · ·						

April 24, 2025 Regular Meeting

AUTHORIZED REPRESENTATIVE

Page 526 6F 812

	AC	ORD	CERTI	FICATE OF LIABI					10/01/2019
R0 52	20 5	Gonzale Univers	z Insurance Ag ity Dr.	954-680-2805 ency	ONLY AN	ID CONFERS	SUED AS A MATTER NO RIGHTS UPON CATE DOES NOT AM AFFORDED BY THE	THE END	CERTIFICAT
1		05C FL 3332	8		INSURERS	AFFORDING CO	VERAGE		NAIC #
	URED					orida Farm Bu			02918
		ervice, L			INSURER B:		· · · · · · · · · · · · · · · · · · ·		
1.		SW 68th			INSURER C:				<u> </u>
PI	anta	tion, FL 3	33317		INSURER D:				<u>[</u>
				<u></u>	INSURER E:				
	THE P ANY F MAY F	EQUIREMI ERTAIN, TI	INT. TERM OR CON HE INSURANCE AFF	D BELOW HAVE BEEN ISSUED TO THE IDITION OF ANY CONTRACT OR OTH ORDED BY THE POLICIES DESCRIBED WI MAY HAVE BEEN REDUCED BY PAIL	ER DOCUMENT WT	H RESPECT TO V	VHICH THIS CERTIFICATE	MAY	r be issued o
	R ADD'		YPEOFINSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIN	ITS	
	1	GENERAL					EACH OCCURRENCE	5	1,000,0
A.	1		ERCIAL GENERAL LIAB				DAMAGE TO RENTED PREMISES (Ea occumince)	s	50,0 5,0
ļ				CPP 9521648	04/09/2019	04/19/2020	MED EXP (Any one parson) PERSONAL & ADV INJURY	s	1,000,0
					04/03/2010	04110/2020	GENERAL AGGREGATE	s	2,000,0
		GEN'LAGO		PER:			PRODUCTS - COMP/OP AGG		2,000,0
A		1					COMBINED SINGLE LIMIT (E2 accident)	s	1,000,0
		SCHE	ANED AUTOS DULED AUTOS	ABF 1238898	04/09/2019	04/09/2020	BODILY INJURY (Per person)	s	
			AUTOS INNED AUTOS				BODILY INJURY {Peraccident}	s	
							PROPERTY DAMAGE (Per socidant)	s	
		GARAGELI	ABILITY				AUTO ONLY - EA ACCIDENT	s	
		ANY A	οτι				OTHER THAN EA ACC	1	
		EXCESSION	BRELLA LIABILITY				EACH OCCURRENCE	s	1,000,0
A		V occur		ADE			AGGREGATE	5	1,000,0
				UMC 9523565	04/09/2019	04/09/2020		<u> s</u>	<u></u>
		DEDUC RETEN						5	
	WOR		INSATION AND			······	WCSTATU- OTH-	5	
	EMPL	OYERS' LIAE		2			ELL EACH ACCIDENT	s	
	0624	- EKIMEMBER	Excludeo7				E.L. DISEASE - EA EMPLOYEE	S	
	SPEC	describe unde	INS below		1		EL DISEASE - POLICY LIMIT	5	
MD	S Bu	ilders, Ir	c. and others p	HICLES/EXCLUSIONS ADDED BY ENDORSEM er written contract are listed as and Automobile Liability.			nary and non-contrib	utor	y basis
						\			
CEF	TIFIC	CATE HOL	DER		CANCELLATI	ON			
					DATE THEREOF, NOTICE TO THE C IMPOSE NO OBM REPRESENTATIVE	THE ISSUING INSURE ERTIFICATE HOLDER GATION OR LIABILIT	ED POLICIES BE CANCELLED B R WILL ENDEAVOR TO MAIL R NAMED TO THE LEFT, BUT FA Y OF ANY KIND UPON THE IN	30	_ DAYS WRITTEN
					AUMUNIZED REPA	E KOD	ert Gonzalez, PA		
ACC	RD 2	5,62021/02	25 Regular Meetin	ıg		217	\$450BD 60	RP	DRATION 198

# 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: Quille
Signature: Miller Myne Date: 1-23-2020

# APPENDIX V STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below and this form is returned to:

Procurement and Budget Officer Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330 or Email: vredman@southwestranches.org

# REASONS

- 1. Do not offer this product/service or equivalent.
- 2. \_\_\_\_\_ Schedule would not permit.
- 3. Insufficient time to respond to solicitation.
- 4. \_\_\_\_\_ Unable to meet specifications / scope of work.
- 5. Specifications "too tight" (i.e. geared to specific brand or manufacturer).
- 6. \_\_\_\_\_ Specifications not clear.
- 7. Unable to meet bond and / or insurance requirements.
- 8. Solicitation addressed incorrectly, delayed in forwarding of mail.
- 9. Other (Explanation provided below or by separate attachment).

Explanation:

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? Yes No

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES RFP NO. 20-008 COMPANY: í. NAME: TITLE: *3331*7 intalion ADDRESS: , 0 TELEPHONE: ( DATE:

# 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 Receipt #: 324-236430 LAWN MAINTENANCE/LANDSCAE Business Type:

Owner Name: EVELYN R PAGNI Business Location: 4861 W 106 AVE DAVIE

Business Opened:10/06/2010 State/County/Cert/Reg: Exemption Code:

Business Phone: 954-791-4167

Roo	oms	Seats .	Employees 20	Machines	Profes	sionals
			Vending Business Onl	-		
	Number of Machi	nes:	· · · · · · · · · · · · · · · · · · ·	Vending Type	*:	·
Tex 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

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.



Plantation the grass is greener

City of Plantation LOCAL BUSINESS TAX CERTIFICATE Certificate # 165529

Account # OC15-0804

THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED

Classification: (26)d Administration/Management Office

Valid from 10/01/2018 to 09/30/2019

Business Name & Address: EDJ Service LLC 1700 SW 68 Ave Plantation FL 33317

April 24, 2025 Regular Meeting

SULAN K. Slatty

Page 532 of 812

-----

# 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

Business Name: EDJ TREE SERVICE LLC DBA:

Receipt #:189C-228296 TREE TRIMING/TREE MAINT Business Type:

Owner Name: RICHARD E BLAHA Business Location: 4861 SW 106 AVE DAVIE

Business Opened:10/13/2009 State/County/Cert/Reg:A-813 **Exemption Code:** 

Business Phone: 954-791-4167

Rooms		Seats	Employees 20	Machines	Profes	Professionals	
		For	Vending Business Only	y			
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	

# 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.

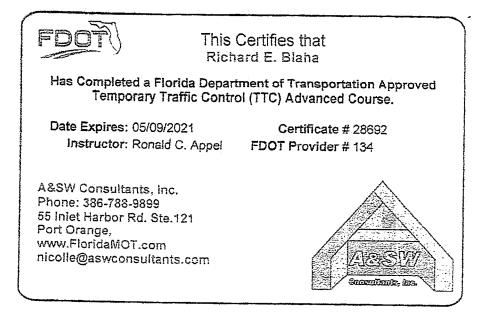
Mailing Address:

EDJ TREE SERVICE LLC 1700 SW 68 AVE PLANTATION, FL 33317

Receipt #1CP-18-00013555 Paid 07/30/2019 54.00 07/29/2019 Effective Date

2019 - 2020

CERTIFICATE OF LIABILITY INSURANCE						Date 6/11/2019		
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691 (727) 938-5562			This Certific rights upon	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.				
					Insurers Affording Co	verage	NAIC #	
Ins	ured:	South East Personnel Leasing,	Inc & Subsidia	aries Insurer A:	Insurer A: Lion Insurance Company			
1		2739 U.S. Highway 19 N.		Insurer B:	Insurer B:			
1		Holiday, FL 34691		Insurer C:				
			Insurer D:					
			a an	insurer E:		<u> </u>		
Ser Brenner Brenner	/erage				an a an	ne man ann an an ann an ann an an an an an a		
with n	espect to wi	surance listed below have been issued to the insure then this certificate may be issued or may pertain, th have been reduced by paid claims.						
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limit	\$	
-		GENERAL LIABILITY				Each Occurrence	s	
		Commercial General Liability Claims Made Occur				Damage to rented premises (EA occurrence)		
						Med Exp	s	
	51100 A		and the second se			Personal Adv Injury		
	arture to see	General aggregate limit applies per:	ANNAL CONTROL			General Aggregate	S	
		Policy Project LOC	- A Carlos			Products - Comp/Op Agg	5	
		AUTOMOBILE LIABILITY				Combined Single Limit		
						(EA Accident)	5	
						Bodily Injury		
		All Owned Autos Scheduled Autos				(Per Person)	s	
		Hiked Autos	NASU Jaco			Bodily Injury		
		Non-Owned Autos				(Per Acciden:)	A.	
						Property Damage		
						(Per Accideni)		
		EXCESS/UMBRELLA LIABILITY				Each Occurrence		
		Occur Claims Made				Aggregale	1	
		Deductible						
Ą		s Compensation and rers' Liability	WC 71949	01/01/2019	01/01/2020	X WC Statu- tory Limits ER		
	Any prop	rietor/partner/executive officer/member				E.L. Each Accident	\$1,000,000	
-	excluded					E.L. Disease - Ea Employee	\$1,000,000	
	h yes, de	scribe under special provisions below.				E.L. Disease - Policy Limits	\$1,000,000	
i an	Other		Lion Insura	re Company is l	A M. Rest Company r	ated A (Excellent). AMB	# 12616	
Desc	riptions	of Operations/Locations/Vehicles/E		والمحوير مشتقيا المجد بالمكان المتحد متحدد معتمي	and the second			
		pplies to active employee(s) of South East Pe				Client ID: 91-6i Client Company":	3-618	
				Tree Service LLC				
Covera	age only a	pplies to injuries incurred by South East Pers	onnel Leasing, Inc. &	Subsidiaries active en	nployee(s), while working	in: FL.		
		tot apply to statutory employee(s) or indeper						
		e employee(s) leased to the Client Company	can be obtained by fa	exing a request to (72	27) 937-2138 or email cert	ficates@lioninsurancecompany.	com	
-	<b>ct Name:</b> E 02-12-18	(BP). REISSUE 02-20-18 (KLR). REISSUE	09-13-18(SS). REISS	UE 06-11-19 (SS)				
						Ramin Dal	e: 10/9/2015	
CERTIFICATE HOLDER CANCELLATION								
		TOWN OF DAVIE		insurer will endeavor I	Should any of the above described policies be cancelled before the expiration date thereof, the issuing nsurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to			
April 24, 2025 Regular Meeting 6591 ORANGE DRIVE			do so shall impose no	obligation or liability of any kit	nd upon the insurer its seen 892 ep	resentatives.		



Has Complet Approved Maint	Kenneth Ied a Florida Daar	tifies that R. Allen tment of Transportatio MOT) Intermediate Con	10
Date Expires 02/03 Instructor Wallace	/2020	Certificate # FDOT Provider #	urse. 1409 140
Metro Florida Safety Phone: 954-603 200 SW 6th Street St Miami, FL metrofloridasafetyco Filyons@metroflorid.	l-1900 :e.502 uncil.co		



# Department of Environmental Protection

2600 Blair Stone Road, M.S. 3570 Tallahassee, Florida 32399-2400



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 to a 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<sup>¬\*</sup> Program at (352) 273-4517 or email gi.bmp@ifas.off.edu.

Richard E. Blaha 1861 SW 69TH AVE PLANTATION, FL 33317 State of Florida DEPARTMENT OF ENVIRONMENTAL PROTECTION

Richard E. Blaha

GV13049-1

GV13049

Gridificata = Tratile (D) = GREEN INDUSTRIES BEST MANAGEMENT PRACTIC TRAINING PROGRAM

IEAS Extension

E FLORIDA

GV13049-1 Ceraticate = GV13049 Trainee ID = Certificate of Training Best Management Practices Florida Green Industries

The undersigned hereby acknowledges that

# Richard E. Blaha

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.

Donald P. Rainey	FNGLA	5/31/2009	HeathuRitchie
April 24; 2025 Regular Meeting	Instructor	Date of Class	DI P Program Page 536 of 812

#### TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

# **EXHIBIT "B-1"** (Contractor's Proposal attached)

.

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES RFP NO. 20-008 MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL): RIGHT-OF-WAY MAINTENANCE- ROADS/MEDIANS/SWALES

Service Category	Location/ Zone#	Location/Zone Name	FREQ	SUBMITTED UNIT EDJ	SUBMITTED ANNUAL EDJ	VERIFIED UNIT EDJ
A	1	<ul> <li>GRIFFIN ROAD EAST</li> <li>ROW: Flamingo Rd. to SW 148 Ave. a.) No1th swale - All from edge of pavement to top of canal bank</li> <li>b.) Medians -All</li> <li>c.) 3 Retention Ponds</li> <li>d.) South swale - All from edge of pavement to property line</li> </ul>				
			28	\$ 1,390.76	\$ 38,941.28	\$ 38,941.28
A	2	GRIFFIN ROAD WEST ROW: west of Dykes Rd. to east of SW 188 Ave.: a.) North swale - from edge of pavement to top edge of swale - Dykes Rd . to SW 188 Ave. b.) Medians -All c.) South swale - All				
			28	\$ 1,694.54	\$ 47,447.12	\$ 47,447.12
В	3	Griffin Road/ C-11 Canal Bank Trail: From top edge of swale to top of canal bank a.) Flamingo Rd. to SW 148 Ave. b.) Dvkes Rd. to US 27				
			28	\$ 1,165.62	\$ 32,637.36	\$ 32,637.36
С	4	Griffin Road West US 27 to Holiday Park entrance	28	\$ 135.96	\$ 3,263.04	\$ 3,806.88
C	4A.	Dykes Road median at Sheridan Street	28	\$ 54.72	\$ 1,313.28	\$ 1,532.16
C	5	<ul> <li>SW 172 Ave. from Griffin to Sheridan St. a.)</li> <li>West side</li> <li>b.) East side at 4800 SW 172 A venue -</li> <li>ROW planting</li> <li>c.) East side at 6640 SW 172 Avenue - ROW planting</li> </ul>				
~			16	\$ 387.89	\$ 9,309.36	\$ 6,206.24
С	6	SW 166 Ave. from Griffin to SW 51 Manor, West side	16	\$ 32.80	\$ 787.20	\$ 524.80
TOW		HWEST RANCHES, FLORIDA TOWN-WIDE RIGHT OF	WAY	•••••••••••••••••••••••••••••••••••••••		•
	MAINTEN	MAINTENANCE SERVICES RFP NO. 20-008 ANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL): WAY MAINTENANCE- ROADS/MEDIANS/SWALE;				
			~		,	

Service Category	Location/ Zone#	Location/Zone Name	FREQ	SUBMITTED UNIT EDJ	SUBMITTED ANNUAL EDJ	VERIFIED UNIT EDJ
. 1	MAINTENAI	OUTHWEST RANCHES, FLORIDA TOWN-W IDE RIGHT OF V NCE SERVICES RFP NO. 20-008	WAY			
С	7	SW 166 Ave. south of SW 52 Place 12,430 s.f. of ROW on West side	16	\$ 38.81	\$ 931.44	\$ 620.96
С	8	SW 166 Ave. from SW 62 St. to SW 69 St., East side	16	\$ 79.47	\$ 1,907.28	\$ 1,271.52
С	9	Dykes Rd. from SW 66 St. to Segovia Circle N, East and west sides	16	\$ 52.98	\$ 1,271.52	\$ 847.68
С	10	Stirling Rd. from Dykes Rd. to SW 166 Ave., Median only	16	\$ 128.11	\$ 3,074.64	
С	11	SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St west of SW 178 Ave., North and south - Guardrail String trimming	16	\$ 267.23	\$ 6,413.52	\$ 2,049.76
С	12	SW 178 Ave. between SW 54 and SW 56 St., between SW 56 and SW 58 St., between SW 68 Court and SW 70 Place, East and west sides, some north sides - String trimming at Guardrail				
С			16	\$ 168.94	\$ 4,054.56	\$ 2,703.04
L	13	SW 66 St. between SW 178 and SW 172 Aves , North side	16	\$ 58.98	\$ 1,415.52	\$ 943.68
С	14	Hawke's Bluff Ave (Adjacent to Griffin Rd. west of 1-75 interchange) east of Dykes Rd. to Southwest Ranches / Davie Municipal bounda ry - 30 500 s.f. of ROW on nort h s ide				
0	15	SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and	16	\$ 115.96	\$ 2,783.04	\$ 1,855.36
		Sher idan St., East side	16	\$ 552.99	\$ 13,271.76	\$ 8,847.84
	16	SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sher idan St., East side	16	\$ 356.83	\$ 8,563.92	\$ 5,709.28
	17	SW 136 Ave. (Hola tee Trail) from Old Sheridan St. to East Palomino Drive, East side	16	\$ 190.07	\$ 4,561.68	\$ 3,041.12
	18	SW 50 St. (East Palomino Drive), east of 1360 I address only, North side	16	\$ 32.80	\$ 787.20	\$ 524.80
	19	SW 50 St. (West Palomino Drive), South side	16	\$ 115.96	\$ 2,783.04	\$ 1,855.36
	20	SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave., North side	16	\$ 79.47	\$ 1,907.28	\$ 1,271.52
	21	SW 130 Ave. (Melaleuc a Rd.) from Old Sherida n St. to S tirli ng Rd., West side	16	\$ 165.60	\$ 3,974.40	\$ 2,649.60
N	I MAINTENA	HWEST RANCHES, FLORIDA TOWN-WIDE RIGHT OF W MAINTENANCE SERVICES RFP NO. 20-008 ANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL): WAY MAINTENANCE- ROADS/MEDIANS/SWALES	/AY			

I6         \$ 197.58         \$ 4,741.92         \$ 3,161.28           C         23         SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side         16         \$ 225.96         \$ 6,143.04         \$ 4,095.36           C         24         SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side         16         \$ 225.96         \$ 6,143.04         \$ 4,095.36           C         24         SW 69 St. (Laray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloesa Trail), South side         16         \$ 225.96         \$ 6,143.04         \$ 4,095.36           C         25         SW 65 St. (Laray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloesa Trail), South side         \$ 255.96         \$ 6,143.04         \$ 4,095.36           C         26         SW 63 St. (Stirling Rd.) from SW 148 Ave. to SW 148         \$ 255.96         \$ 6,143.04         \$ 4,095.36           C         27         SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 148         16         \$ 190.07         \$ 4,561.68         \$ 3,041.12           C         27         SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holtee Trail) to SW 130 Ave. (Melaleuca Rd.). North side         \$ 12,071.52         \$ 3,635.68           C         28         SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.). North side         \$ 12,272.3         \$ 5,433.52         \$ 3,635.68	gory	)ne#	Location/Zone Name				
TOWN OF SOUTHWEST RANGESE FLORIDA FOON - WIDE REGIT OF WAY MAINTENANCE SERVICISE NF 0.2 0.06         Land Heat Heat Heat Heat Heat Heat Heat Heat	rice Cate	ation/ Zc		QE			
MAINTENANCE SERVICES REP X0.2008           C         22         SW 130 ave Stirling Rd. to end of roadway, East side SW 127 Ave. (Appaloosa Trail), South side         16         \$ 197.58         \$ 4,741.92         \$ 3,161.28           C         23         SW 72 St. (Old Sheridan St.) from SW 148 Ave, to SW 127 Ave. (Appaloosa Trail), South side         16         \$ 255.96         \$ 6,143.04         \$ 4,095.36           C         24         SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side         16         \$ 225.96         \$ 6,143.04         \$ 4,095.36           C         24         SW 69 St. (Mustang Trail), South side         16         \$ 225.96         \$ 6,143.04         \$ 4,095.36           C         25         SW 66 St. (Lunxy Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side         \$ 255.96         \$ 6,143.04         \$ 4,095.36           C         26         SW 60 St. (Starling Rd.) from SW 148 Ave. to SW 142 Ave. (Blateer Crail), South side         \$ 1,271.52         \$ 1,907.28         \$ 1,271.52           C         27         SW 60 St. (Starling Rd.) from SW 136 Ave. (Fiolate rail) to SW 130 Ave. (Melaleuca Rd.), North side         \$ 227.23         \$ 5,453.52         \$ 3,041.12           C         28         SW 60 St. (Starling Rd.) from SW 136 Ave. (Melaleuca Rd.), North side         \$ 227.23         \$ 5,453.52         \$ 3,045.68 </td <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>							
I6         \$ 197.58         \$ 4,741.92         \$ 3,161.28           C         23         SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side         16         \$ 225.96         \$ 6,143.04         \$ 4,095.36           C         24         SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side         16         \$ 225.96         \$ 6,143.04         \$ 4,095.36           C         24         SW 69 St. (Laray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloesa Trail), South side         16         \$ 225.96         \$ 6,143.04         \$ 4,095.36           C         25         SW 65 St. (Laray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloesa Trail), South side         \$ 255.96         \$ 6,143.04         \$ 4,095.36           C         26         SW 63 St. (Stirling Rd.) from SW 148 Ave. to SW 148         \$ 255.96         \$ 6,143.04         \$ 4,095.36           C         27         SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 148         16         \$ 190.07         \$ 4,561.68         \$ 3,041.12           C         27         SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holtee Trail) to SW 130 Ave. (Melaleuca Rd.). North side         \$ 12,071.52         \$ 3,635.68           C         28         SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.). North side         \$ 12,272.3         \$ 5,433.52         \$ 3,635.68				AY			
SW 127 Ave. (Appaloosa Trail), South side         16         \$ 225.96         \$ 6,143.04         \$ 4,095.36           C         24         SW 69 St. (Mustang Trail), from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side         16         \$ 255.96         \$ 6,143.04         \$ 4,095.36           C         25         SW 69 St. (Lamy Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side         16         \$ 255.96         \$ 6,143.04         \$ 4,095.36           C         26         SW 63 St. (Sumset Lamo) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side         16         \$ 79.47         \$ 1,907.28         \$ 1,271.52           C         26         SW 60 St. (Stirtling Rd.) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.), South side, portion of north side, median         16         \$ 79.47         \$ 1,907.28         \$ 1,271.52           C         27         SW 60 St. (Stirtling Rd.) from SW 136 Ave. (Melaleuca Rd.), North side         16         \$ 227.23         \$ 5,453.52         \$ 3,635.68           C         28         SW 60 St. (Stirtling Rd.) from SW 130 Ave. (Melaleuca Rd.), North side         16         \$ 190.07         \$ 4,561.68         \$ 3,101.12           C         28         SW 60 St. (Stirtling Rd.) from SW 130 Ave. (Melaleuca Rd.), North side         \$ 190.611         \$ 4,0664         \$ 3,137.76           C         30         SW	С	22	SW 130 ave Stirling Rd. to end of roadway, East side	16	\$ 197.58	\$ 4,741.92	\$ 3,161.28
C         24         SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side         16         \$ 225.96         \$ 6,143.04         \$ 4,095.36           C         25         SW 66 St. (Laray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side         16         \$ 225.96         \$ 6,143.04         \$ 4,095.36           C         26         SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.), South side         16         \$ 79.47         \$ 1,907.28         \$ 1,271.52           C         27         SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 142 Ave. (Holatee Trail), South side, portion of north side, median         16         \$ 79.47         \$ 1,907.28         \$ 1,271.52           C         27         SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail), South side, portion of north side, median         16         \$ 1,907.28         \$ 3,041.12           C         28         SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.), North side         \$ 227.23         \$ 5,453.32         \$ 3,635.68           C         29         SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.), North side         \$ 2196.11         \$ 4,706.64         \$ 3,137.76           C         30         SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side         16         \$ 179.47         \$ 4,307.28 <td>С</td> <td>23</td> <td></td> <td></td> <td></td> <td></td> <td></td>	С	23					
127 Ave. (Appaloosa Trail), South side         16         \$ 255.96         \$ 6,143.04         \$ 4,095.36           C         25         SW 66 St. (Laray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side         16         \$ 225.96         \$ 6,143.04         \$ 4,095.36           C         26         SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.), South side         16         5 79.47         \$ 1,907.28         \$ 1,271.52           C         27         SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail), South side, portion of north side, median         16         \$ 190.07         \$ 4,561.68         \$ 3,041.12           C         28         SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.), North side         \$ 227.23         \$ 5,453.52         \$ 3,635.68           C         29         SW 60 St. (Stirling Rd.) from SW 130 Ave. (Me laleuca Rd.) to SW 127 Ave. (Appaloosa Trail), North and south sides, in tersection, various         16         \$ 196.11         \$ 4,706.64         \$ 3,137.76           C         30         SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Striling Rd., East side         16         \$ 199.47         \$ 4,307.28         \$ 2,2871.52           C         31         SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)         16         \$ 1,979.47         \$ 4,307.28				16	\$ 255.96	\$ 6,143.04	\$ 4,095.36
C         25         SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side         5 255.96         \$ 6,143.04         \$ 4,095.36           C         26         SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.), South side         16         \$ 79.47         \$ 1,907.28         \$ 1,271.52           C         27         SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail), South side, portion of north side, median         16         \$ 79.47         \$ 1,907.28         \$ 1,271.52           C         27         SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail), South side, portion of north side, median         16         \$ 190.07         \$ 4,561.68         \$ 3,041.12           C         28         SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.), North side         \$ 227.23         \$ 5,453.52         \$ 3,635.68           C         29         SW 60 St. (Stirling Rd.) from SW 130 Ave. (Me laleue a Rd.) to SW 127 Ave. (Appaloosa Trail), North and south sides, in tersection, various         16         \$ 196.11         \$ 4,706.64         \$ 3,137.76           C         30         SW 1127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side         16         \$ 179.47         \$ 4,307.28         \$ 2,871.52           C         31         SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lan	C	124					
Ave. (Appaloosa Trail), South side         \$ 255.96         \$ 6,143.04         \$ 4,095.36           C         26         SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.), South side         16         \$ 79.47         \$ 1,907.28         \$ 1,271.52           C         27         SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail), South side, portion of north side, median         16         \$ 190.07         \$ 4,561.68         \$ 3,041.12           C         28         SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.), North side         \$ 227.23         \$ 5,453.52         \$ 3,635.68           C         29         SW 60 St. (Stirling Rd.) from SW 130 Ave. (Me laleuc a Rd.) to SW 127 Ave. (Appaloosa Trail), North and south sides, in tersection, various         16         \$ 196.11         \$ 4,706.64         \$ 3,137.76           C         30         SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side         16         \$ 179.47         \$ 4,307.28         \$ 2,871.52           C         31         SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)         16         \$ 1,574.40         \$ 1,049.60           C         32         SW 54 Place from SW 166 Ave to 230' cast of SW 164 Ter., median only         \$ 97.68         \$ 2,344.32         \$ 1,562.88           16         \$ 172.20		25		16	\$ 255.96	\$ 6,143.04	\$ 4,095.36
C         26         SW 63 SL (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.), South side         16         \$ 79.47         \$ 1,907.28         \$ 1,271.52           C         27         SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail), South side, portion of north side, median         16         \$ 79.47         \$ 1,907.28         \$ 1,271.52           C         27         SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail), South side, portion of north side, median         16         \$ 190.07         \$ 4,561.68         \$ 3,041.12           C         28         SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.), North side         \$ 227.23         \$ 5,453.52         \$ 3,635.68           C         29         SW 60 St. (Stirling Rd.) from SW 130 Ave. (Me laleuc a Rd.) to SW 127 Ave. (Appaloosa Trail), North and south sides, in tersection, various         16         \$ 196.11         \$ 4,706.64         \$ 3,137.76           C         30         SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side         16         \$ 179.47         \$ 4,307.28         \$ 2,2871.52           C         31         SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)         16         \$ 507.68         \$ 1,574.40         \$ 1,049.60           C         32         SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., media	C	25			\$ 255.96	\$ 6,143.04	\$ 4,095.36
142 Ave. (Hancock Rd.), South side       16       \$ 79.47       \$ 1,907.28       \$ 1,271.52         C       27       SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail), South side, portion of north side, median       16       \$ 190.07       \$ 4,561.68       \$ 3,041.12         C       28       SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.), North side       16       \$ 227.23       \$ 5,453.52       \$ 3,635.68         C       29       SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.), North side       16       \$ 190.07       \$ 4,706.64       \$ 3,137.76         C       29       SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.), North side       16       \$ 196.11       \$ 4,706.64       \$ 3,137.76         C       30       SW 127 Ave. (Appaloosa Trail), North and south sides, in tersection, various       16       \$ 179.47       \$ 4,307.28       \$ 2,871.52         C       30       SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)       16       \$ 179.47       \$ 4,307.28       \$ 2,871.52         C       31       SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)       5 65.60       \$ 1,574.40       \$ 1,049.60         C       32       SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only       \$ 97,68       \$ 2,344.32 <td>С</td> <td>26</td> <td>SW 63 St (Sunset Lane) from SW 148 Ave to SW</td> <td>16</td> <td></td> <td>····</td> <td></td>	С	26	SW 63 St (Sunset Lane) from SW 148 Ave to SW	16		····	
C       27       SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail), South side, portion of north side, median       16       \$ 190.07       \$ 4,561.68       \$ 3,041.12         C       28       SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.), North side       16       \$ 227.23       \$ 5,453.52       \$ 3,635.68         C       29       SW 60 St. (Stirling Rd.) from SW 130 Ave. (Me laleuc a Rd.) to SW 127 Ave. (Appaloosa Trail), North and south sides, in tersection, various       16       \$ 196.11       \$ 4,706.64       \$ 3,137.76         C       30       SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side       16       \$ 179.47       \$ 4,307.28       \$ 2,871.52         C       31       SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)       16       \$ 1,574.40       \$ 1,049.60         C       32       SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only       \$ 97.68       \$ 2,344.32       \$ 1,562.88         C       44       SW 2 10 Terrace Drain age Swale       24       \$ 172.20       \$ 4,132.80       \$ 4,132.80	Ŭ	20					
136 Ave. (Holatee Trail), South side, portion of north side, median       16       \$ 190.07       \$ 4,561.68       \$ 3,041.12         C       28       SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.), North side       \$ 227.23       \$ 5,453.52       \$ 3,635.68         C       29       SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.), North side       16       \$ 227.23       \$ 5,453.52       \$ 3,635.68         C       29       SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.), North and south sides, in tersection, various       16       \$ 196.11       \$ 4,706.64       \$ 3,137.76         C       30       SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side       16       \$ 179.47       \$ 4,307.28       \$ 2,871.52         C       31       SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)       \$ 655.60       \$ 1,574.40       \$ 1,049.60         C       32       SW 54 Place from SW 166 Ave to 230' east of SW 164       \$ 16       \$ 97.68       \$ 2,344.32       \$ 1,562.88         C       44       SW 2 IO Terrace Drain age Swale       24       \$ 172.20       \$ 4,132.80       \$ 4,132.80	C	27	SW (0.54 (Stilling Dd) from SW 149 Area to SW	16	\$ 79.47	\$ 1,907.28	\$ 1,271.52
C       28       SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.), North side       \$ 227.23       \$ 5,453.52       \$ 3,635.68         C       29       SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.), North side laleuc a Rd.) to SW 127 Ave. (Appaloosa Trail), North and south sides, in tersection, various       16       \$ 196.11       \$ 4,706.64       \$ 3,137.76         C       30       SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side       16       \$ 196.11       \$ 4,706.64       \$ 3,137.76         C       31       SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)       16       \$ 65.60       \$ 1,574.40       \$ 1,049.60         C       32       SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only       \$ 97.68       \$ 2,344.32       \$ 1,562.88         C       44       SW 2 10 Terrace Drain age Swale       24       \$ 172.20       \$ 4,132.80       \$ 4,132.80	C	27	136 Ave. (Holatee Trail), South side, portion of north				
Trail) to SW 130 Ave. (Melaleuca Rd.), North side\$ 227.23\$ 5,453.52\$ 3,635.68C29SW 60 St. (Stirling Rd.) from SW 130 Ave. (Me laleuc a Rd.) to SW 127 Ave. (Appaloosa Trail), North and south sides, in tersection, various16\$ 196.11\$ 4,706.64\$ 3,137.76C30SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side16\$ 179.47\$ 4,307.28\$ 2,871.52C31SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)16\$ 65.60\$ 1,574.40\$ 1,049.60C32SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only16\$ 97.68\$ 2,344.32\$ 1,562.88C44SW 2 10 Terrace Drain age Swale24\$ 172.20\$ 4,132.80\$ 4,132.80SUBTOTAL RIGHT-OF-WAY MAINTENANCE- ROADS/5 205.712.20\$ 2,41.32\$ 2,057.712.20				16	\$ 190.07	\$ 4,561.68	\$ 3,041.12
C       29       SW 60 St. (Stirling Rd.) from SW 130 Ave. (Me laleuc a Rd.) to SW 127 Ave. (Appaloosa Trail), North and south sides, in tersection, various       16       \$196.11       \$4,706.64       \$3,137.76         C       30       SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side       16       \$196.11       \$4,307.28       \$2,871.52         C       31       SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)       16       \$1574.40       \$1,049.60         C       32       SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only       \$97.68       \$2,344.32       \$1,562.88         C       44       SW 2 IO Terrace Drain age Swale       24       \$172.20       \$4,132.80       \$4,132.80	С	28		16	\$ 227.23	\$ 5,453.52	\$ 3,635.68
North and south sides, in tersection, various16\$ 196.11\$ 4,706.64\$ 3,137.76C30SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side16\$ 179.47\$ 4,307.28\$ 2,871.52C31SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)16\$ 65.60\$ 1,574.40\$ 1,049.60C32SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only16\$ 97.68\$ 2,344.32\$ 1,562.88C44SW 2 IO Terrace Drain age Swale24\$ 172.20\$ 4,132.80\$ 4,132.80SUBTOTAL RIGHT-OF-WAY MAINTENANCE- ROADS/5 2012 F10.40\$ 2012 F10.40\$ 2012 F10.40	С	29	SW 60 St. (Stirling Rd.) from SW 130 Ave. (Me	10			
C       30       SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side       16       \$179.47       \$4,307.28       \$2,871.52         C       31       SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)       16       \$65.60       \$1,574.40       \$1,049.60         C       32       SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only       16       \$97.68       \$2,344.32       \$1,562.88         C       44       SW 2 IO Terrace Drain age Swale       24       \$172.20       \$4,132.80       \$4,132.80				16			
C       30       SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side       16       \$179.47       \$4,307.28       \$2,871.52         C       31       SW 51 Manor Swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)       16       \$65.60       \$1,574.40       \$1,049.60         C       32       SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only       16       \$97.68       \$2,344.32       \$1,562.88         C       44       SW 2 IO Terrace Drain age Swale       24       \$172.20       \$4,132.80       \$4,132.80					\$ 196.11	\$ 4,706.64	\$ 3,137.76
Image: Constraint of the state of the s	С	30	St. to Stirling Rd., East				
Trails Park (SW 193 Lane)       \$ 65.60       \$ 1,574.40       \$ 1,049.60         C       32       SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only       \$ 97.68       \$ 2,344.32       \$ 1,562.88         C       44       SW 2 IO Terrace Drain age Swale       24       \$ 172.20       \$ 4,132.80       \$ 4,132.80         SUBTOTAL RIGHT-OF-WAY MAINTENANCE- ROADS/       \$ 2012 558.40       \$ 2015 518.40       \$ 2015 712.20				16	\$ 179.47	\$ 4,307.28	\$ 2,871.52
C       32       SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only       \$ 97.68       \$ 2,344.32       \$ 1,562.88         C       44       SW 2 IO Terrace Drain age Swale       24       \$ 172.20       \$ 4,132.80       \$ 4,132.80         SUBTOTAL RIGHT-OF-WAY MAINTENANCE- ROADS/       5 042 558 40       \$ 025 712 08	С	31			\$ 65.60	\$ 1,574.40	\$ 1,049.60
164 Ter., median only       \$ 97.68       \$ 2,344.32       \$ 1,562.88         C       44       SW 2 IO Terrace Drain age Swale       24       \$ 172.20       \$ 4,132.80         SUBTOTAL RIGHT-OF-WAY MAINTENANCE- ROADS/       5 042 558 40       \$ 025 712 08	C	22		16			· .
C       44       SW 2 IO Terrace Drain age Swale       24       \$ 172.20       \$ 4,132.80         SUBTOTAL RIGHT-OF-WAY MAINTENANCE- ROADS/       5 042 558 40       \$ 025 712 02	ς.	32			\$ 97.68	\$ 2,344.32	\$ 1,562.88
SUBTOTAL RIGHT-OF-WAY MAINTENANCE- ROADS/         \$ 172.20         \$ 4,132.80         \$ 4,132.80	C	44	SW 2 IO Terrace Drain age Swale				
				24	\$ 172.20	\$ 4,132.80	\$ 4,132.80
MEDIANS/SW ALES \$243,538.40 \$205,713.28						\$ 243,558.40	\$ 205,713.28

**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. 20-008

Town of Southwest Ranches is seeking proposals for:

#### TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

#### Date issued/available for distribution: December 13, 2019

Proposer shall submit one (1) unbound original, six (6) bound copies of the completed Proposal, and one (1) electronic copy of the entire Proposal in a PDF or similar format, which must be received by the Budget and Procurement Office no later than **Tuesday January 28, 2020, at 11:30 a.m.** local time. See Section 1.7 for mailing instructions.

Mandatory Pre-Proposal Conference: Tuesday, January 7, 2020 at 11:00 a.m. local time. See Section 1.3, of this RFP for the location of the Pre-Proposal Conference.

# ENVELOPE MUST BE IDENTIFIED WITH THE DEADLINE DATE FOR SUBMISSION OF PROPOSALS AND THE RFP NUMBER

#### CAUTION

Amendments to this Request For Proposals will be posted on the Southwest Ranches Procurement Department's website which can be accessed at http://southwestranches.org/procurement as they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is the proposer's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for receipt of Proposals.

Southwest Ranches shall not be responsible for the completeness of any RFP document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

# IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATIVE FORMAT.

36186950.1

#### NOTICE TO CONTRACTORS

Sealed Proposals will be received by the Town of Southwest Ranches, Florida ("Town"), in the Budget and Procurement office, 13400 Griffin Road, Southwest Ranches, Florida, 33330, up to 11:30 a.m., local time, and opened in the Grand Oak Conference Room on Tuesday, January 28, 2020, for all material, labor, equipment and supplies necessary for:

#### TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

To better manage document disbursement for the Proposal process, the Town will make Proposal documents available on the Southwest Ranches Procurement Department's website which can be accessed at:

http://southwestranches.org/procurement.

To review the Proposal documents for this project, go to the above URL and click on the project hyperlink. Contractors may then download and print the Proposal documents, or contact Venessa Redman at (954) 434 0008 ext. 7467, or e mail at vredman@southwestranches.org.

It is recommended that all Proposers download and submit a disclosure form for the project of interest. This information is used to notify Proposers via email of project information updates (Addendums, Proposal date changes, etc.). The disclosure form download is also available on the website listed above.

All Proposals shall be submitted in accordance with General Provisions, Section 2 and accompanied by the documentation referenced therein, at a minimum.

The Mandatory Pre-Proposal Conference will be held on Tuesday, January 7, 2020 at 11:00 a.m., in the Grand Oak Conference Room, 13400 Griffin Road, Southwest Ranches, Florida 33330.

Proposals requested shall be set forth in the Proposal and the Proposal Form attached to and forming a part of the Specifications.

Prior to execution of a contract, Proposer shall submit to Town a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the contract. In the event that Proposer does not have a written non-discrimination policy, Proposer shall be required to sign a statement affirming their non-discrimination policy conforms with Section 2.35, of the Request For Proposals.

The Town reserves the right to reject any or all Proposals.

# CONTRACT DATA

Contract Title:	Town-Wide Right of Way Maintenance Services
Contract Number:	RFP No.: 20-008
Contract Owner:	Town of Southwest Ranches
Contract Address:	13400 Griffin Road Southwest Ranches, FL 33330
Owner's Representative:	Andrew D. Berns, Town Administrator 13400 Griffin Road Southwest Ranches, FL 33330 Phone: 954-434-0008 Fax: 954-434-1490
Designated Contract Manager:	December Lauretano-Haines, Parks Recreation and Open Space Manager 13400 Griffin Road Southwest Ranches, FL 33330 Phone: 954-434-0008 Fax: 954-434-1490

# RFP NO. 20-008 Table of Contents

SECTION 1 (	GENERAL INFORMATION	6
1.1	ISSUING OFFICE	
1.2	PURPOSE OF THE PROJECT	
1.3	MANDATORY PRE-PROPOSAL CONFERENCE	
1.4	QUALIFICATIONS OF PROPOSERS	
1.5	OPPORTUNITY OFFERED	
1.6	TIMETABLE	
1.7	PROPOSAL SUBMISSION	
1.8	CONTACT PERSON	
1.9	ADDITIONAL INFORMATION/AMENDMENT(S)	
1.10	PROCUREMENT CODE	
1.11	CONE OF SILENCE	10
1.12	PUBLIC OPENING	10
1.13	DISCLAIMER	
SECTION 2	FERMS AND CONDITIONS	
2.1	ADHERENCE TO REQUIREMENTS	
2.2	PROPOSAL FORMAT AND CONTENT	12
	2.2.1 Technical Proposal	12
2.3	PROPOSAL SCHEDULE	
2.4	MODIFIED PROPOSALS	
2.5	WITHDRAWAL OF PROPOSAL	
2.6	LATE PROPOSAL, LATE MODIFIED PROPOSAL	
2.7	RFP POSTPONEMENT/CANCELLATION	
2.8	COSTS INCURRED BY PROPOSERS	
2.9	PROPRIETARY/CONFIDENTIAL INFORMATION	
2.10	RIGHT TO PROTEST	
2.11	RULES; REGULATIONS; LICENSING REQUIREMENTS	
2.12	EVALUATION OF PROPOSALS	
2.13	PROFESSIONAL ORGANIZATIONS	-
2.14	AWARD	
2.15	WRITTEN CONTRACT	16
2.16	ASSIGNMENT	
2.17	CANCELLATION	
2.18	RELATION TO PARTIES	
2.19	COMPLIANCE WITH LAW	
2.20	WAIVER OF LIABILITY	
2.21	INDEMNIFICATION	
2.22	SECONDARY/OTHER VENDORS	
2.23	DEFAULT PROVISION	
2.24	GOVERNING LAW	
2.25	DISPUTES	
2.26	REMEDIES FOR BREACH	17

2.27	PUBLIC RECORDS LAW	18
2.28	CONTRACTING WITH SMALL AND MINORITY BUSINESSES,	
	WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS	
	AREA FIRMS	19
2.29	CONTRACT PROVISIONS (EXHIBIT "A")	
	2.29.1 Agreement	
	2.29.2 Authorization to Sign	
2.30	LICENSING, PERMITS, INSPECTIONS AND LIABILITY	
	INSURANCE	19
2.31	INSURANCE REQUIREMENTS	
	2.31.1 Worker's Compensation Insurance	
	2.31.2 Business Automobile Liability Insurance	
	2.31.3 Commercial General Liability	
	2.31.4 Environmental Pollution Insurance	
2.32	ADDITIONAL INSURANCE REQUIREMENTS	
2.33	SECURITY AND BONDING REQUIREMENTS	
2.34	COMMENCEMENT OF WORK	
2.35	NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY	
2.36	DISCLOSURE OF OWNERSHIP INTEREST.	
2.37	CONFLICT OF INTEREST	
2.38	PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE	
2.00	RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES	
SECTION 3	CONTRACT	23
3.1	CONTRACT DOCUMENTS	23
3.2	CHANGES IN THE WORK	24
3.3	CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME	
		24
	<ul><li>3.3.1 Change Order</li><li>3.3.2 Unit Prices</li></ul>	24
3.4	<ul><li>3.3.1 Change Order</li><li>3.3.2 Unit Prices</li></ul>	24
3.4	3.3.1 Change Order	24 25
3.4	<ul> <li>3.3.1 Change Order</li> <li>3.3.2 Unit Prices</li> <li>WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK</li></ul>	24 25 25
3.4	<ul><li>3.3.1 Change Order</li><li>3.3.2 Unit Prices</li><li>WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR</li></ul>	24 25 25 25
3.4	<ul> <li>3.3.1 Change Order</li></ul>	24 25 25 25 25
3.4	<ul> <li>3.3.1 Change Order</li></ul>	24 25 25 25 25 25
3.4	<ul> <li>3.3.1 Change Order</li></ul>	24 25 25 25 25 25 25 25
3.4	<ul> <li>3.3.1 Change Order</li></ul>	24 25 25 25 25 25 25 25 26
3.4	<ul> <li>3.3.1 Change Order</li></ul>	24 25 25 25 25 25 26 26
	<ul> <li>3.3.1 Change Order</li></ul>	24 25 25 25 25 25 26 26 26
3.5	<ul> <li>3.3.1 Change Order</li></ul>	24 25 25 25 25 25 25 26 26 26 27
3.5 3.6 3.7	<ul> <li>3.3.1 Change Order</li></ul>	24 25 25 25 25 25 25 25 25 26 26 26 26 27 27
3.5 3.6	<ul> <li>3.3.1 Change Order</li></ul>	24 25 25 25 25 25 25 25 25 26 26 26 26 27 27
3.5 3.6 3.7 3.8	<ul> <li>3.3.1 Change Order</li></ul>	24 25 25 25 25 25 25 25 25 25 26 26 26 26 27 27 27 28
3.5 3.6 3.7 3.8	<ul> <li>3.3.1 Change Order</li></ul>	24 25 25 25 25 25 25 25 26 26 26 26 26 27 27 27 28
3.5 3.6 3.7 3.8 SECTION 4 1	<ul> <li>3.3.1 Change Order</li></ul>	24 25 25 25 25 25 25 25 25 26 26 26 26 26 27 27 28 28 28

4.3	QUANTITY AND FREQUENCY OF MOWING AND MAINTENANCE	
	SERVICES	30
4.4	EQUIPMENT	
4.5	EQUIPMENT STORAGE AND MOBILIZATION	31
4.6	HOURS OF OPERATION	31
SECTION	5 SCOPE OR SERVICES	31
5.1	BACKGROUND	
5.2	PROJECT LIMITS	
5.3	ADDITIONS OR DELETIONS OF MAINTENANCE AREA	
5.4	DAMAGE BY CONTRACTOR	
5.5	CONTRACTOR'S PERSONNEL	
5.6	CONTRACTOR'S VEHICLES	
5.7	QUALITY OF SERVICES	
5.8	ROUTINE MOWING / MAINTENANCE SCHEDULE	
5.9	ADDITIONAL MAINTENANCE SCHEDULE	34
	5.9.1 Selective Trimming	
	5.9.2 Street Tree Maintenance	
	5.9.3 Invasive Exotic/Hazard Tree Removal	
	5.9.4 Fertilizer	
	5.9.5 Mulching	
	5.9.6 Catch Basins	
	5.9.7 Miscellaneous Code Enforcement Maintenance	35
	5.9.8 Damage/Vandalism	36
	5.9.9 Debris Auxiliary Removal	
5.10		
	5.10.1 Fertilizer	
	5.10.2 Chemicals	37
	5.10.3 Herbicide	38
	5.10.4 Mulch	38
	5.10.5 Bahia, St. Augustine, and other Sod Replacement	38
SECTION	6 GENERAL REQUIREMENTS	39
6.1	DISPOSAL	
6.2	DEBRIS	
6.3	TRAFFIC	
6.4	LAWS AND PERMITS	
6.5	COORDINATION WITH TOWN	
6.6	COMPLETION OF TASK	
6.7	ADDITIONAL SERVICES	
6.8	REPAIRS	
6.9	VANDALISM	
6.10		
6.11		
6.12		

SECTION 7 S	SPECIAL REQUIREMENTS	
7.1	MEETING WITH TOWN	
7.2	COMMUNICATION	
7.3	ON CALL	
7.4	EMERGENCY	41
SECTION 8 S	SPECIAL PROVISIONS	42
8.1	UNIT PRICES	42
8.2	PHYSICAL CONDITIONS	42
8.3	FREQUENCY OF SERVICE	
8.4	METHOD OF OPERATION	42
SECTION 9 I	DEFINITIONS	43
APPENDIX A	A PROPOSAL SCHEDULE	47
APPENDIX '	B" PROPOSAL FORMS	50
APPENDIX (	C DISCLOSURE OF OWNERSHIP INTEREST	62
APPENDIX I	D DRUG FREE WORKPLACE	65
	E SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) IDA STATUTES ON PUBLIC ENTITY CRIMES	66
APPENDIX I	F NON-COLLUSION AFFIDAVIT	69
APPENDIX (	G CERTIFICATE OF AUTHORITY (If Individual/Sole Proprietor)	71
	H CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability any)	72
APPENDIX I	CERTIFICATE OF AUTHORITY (If Partnership)	73
APPENDIX J	CERTIFICATE OF AUTHORITY (If Joint Venture)	74
APPENDIX I	K PROPOSAL BOND	75
APPENDIX I	L GOVERNMENTAL CONTACT INFORMATION	77
	M ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. DARDS	78
APPENDIX N	N PROPOSER CONFIRMATION OF QUALIFICATIONS	79
APPENDIX (	O PROPOSER EXPERIENCE QUESTIONNAIRE	81
APPENDIX I	PSUB-CONTRACTOR LIST	83

APPENDIX Q ACKNOWLEDGEMENT OF ADDENDA	. 84
APPENDIX R LIABILITY CLAIMS	. 85
APPENDIX S W-9	. 86
APPENDIX T PROOF OF INSURANCE	. 87
APPENDIX U ANTI-LOBBYING CERTIFICATION FORM	. 88
APPENDIX V STATEMENT OF NO RESPONSE	. 89
APPENDIX W OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS (2 CFR 200 COMPLIANCE)	91
EXHIBIT "A"	. 95

#### SECTION 1 GENERAL INFORMATION

# **1.1 ISSUING OFFICE**

This Request for Proposals ("RFP") is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida ("Town"), by and through its Procurement and Budget Department ("Department"). The Department is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the Department (*See* Section 1.8).

#### **1.2 PURPOSE OF THE PROJECT**

The Department is soliciting proposals from qualified and experienced firms for all material, labor, equipment and supplies necessary for Right of Way Maintenance Services. Which includes the removal of litter, trash & debris and proper disposal, mowing, edging, hedge trimming, selective trimming, tree maintenance, various types of spraying, raking, sweeping, weeding, string trimming, mulching, fertilization, and other landscape maintenance services as required.

#### **1.3 MANDATORY PRE-PROPOSAL CONFERENCE**

All Proposers are **required** to have a representative attend a Mandatory Pre-Proposal Conference, which will be held in the Town's Grand Oak Conference Room or Council Chambers located at Town Hall on **Tuesday, January 7, 2020 at 11:00 a.m. local time**.

At this meeting, maps will be distributed showing all areas where work is to be performed. There will be a Town representative available to answer questions relative to this RFP however, proposers should not rely on any representations, statements or explanations other than those made by this RFP or a formal Amendment to the RFP. Any questions or comments arising subsequent to the Pre-Proposal Conference must be presented, in writing, to the Contact Person (See Section 1.8) prior to the date and time stated in the Timetable (See Section 1.6).

# A PROPOSERS FAILURE TO ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE SHALL RESULT IN DISQUALIFICATION OF ITS PROPOSAL.

All proposers shall be required to sign an attendance sheet, which will be collected at the end of the Mandatory Pre-Proposal Conference. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the Mandatory Pre-Proposal Conference.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days' notice.

# 1.4 QUALIFICATIONS OF PROPOSERS

All Proposers to this RFP shall have demonstrated experience in right of way maintenance services.

Evidence that the Proposer holds appropriate licenses to perform the work subject to this Proposal, and as required by Florida Statues and Local law, must be submitted along with Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

# **1.5 OPPORTUNITY OFFERED**

The initial contract for services ("Contract") is for a five (5) year term. The Contract may be renewed upon mutual agreement of the parties, subject to the terms and conditions of the Contract. Extensions of the Contract may not exceed fifteen (15) years.

Upon completion of the initial term of the Contract, the maximum annual fee may be increased on annual basis at the Town's discretion. Such increase shall not exceed five percent (5%) of the annual fee under the existing Contract.

Contractor acknowledges that the annual fee is the maximum amount payable to the Contractor and limits the Towns monetary obligation under the Contract. The monetary limitation does not constitute a limitation upon contractor's obligation to perform services under the Contract.

# **1.6 TIMETABLE**

Activity	Date, Time and Location
RFP available for download on website	On or about: Friday, December 13, 2019 at:
	http://southwestranches.org/procurement
Mandatory Pre-Proposal Conference	11:00 a.m. local time, on Tuesday, January 7,
	2020 at Town's Grand Oak Conference Room
	located at Town Hall.
Deadline for Submission of Written	Tuesday, January 21, 2020, at the Office of the
Comments/Questions	Procurement, 13400 Griffin Road, Southwest
	Ranches, FL 33330.
Response to Written Comments/Questions	
Deadline for Submission of Proposals	11:30 a.m. local time, on Tuesday, January 28,
	2020, at the Office of the Procurement, 13400
	Griffin Road, Southwest Ranches, FL 33330.
Public Opening	11:30 a.m. local time, on Tuesday, January 28,
	2020, at the Grand Oak Conference Room,
	13400 Griffin Road, Southwest Ranches, FL
	33330.
Selection Committee meeting(s); and	Tuesday, February 4, 2020, 11:00 a.m.
	Wednesday, February 5, 2020, beginning at
Oral Presentations (by invitation, if necessary)	11:00 a.m.
Award Date	February 27, 2020

The anticipated schedule and deadline for this RFP is as follows:

# 1.7 PROPOSAL SUBMISSION

Proposals must be accompanied by a Cashier's Check or Proposal Bond made payable to the Town of Southwest Ranches in an amount not less than five percent (5%) of the base Proposal to guarantee a contract is promptly executed, Payment Bond and Performance Bond and Insurance Certificates are furnished. The return of Cashier's Checks or other cash security to Proposers shall be subject to the time periods for payment in the Florida Prompt Payment Act, Section 287.70, et seq. It is anticipated that Proposals will be opened at 11:30 a.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on Tuesday, January 28, 2020.

All Proposals must be submitted on 8  $1/2 \ge 11$ -inch paper. One (1) unbound original and six (6) hard copies of the complete Proposal must be received by the Town no later than 11:30 a.m. local time on Tuesday, January 28, 2020. Proposers must also submit an electronic copy of the Proposal on CD or flash drive in PDF or similar format. The original and all copies must be submitted in a sealed envelope or container. The Proposers complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name Address Phone Number

> Town of Southwest Ranches Venessa Redman, Sr. Procurement & Budget Officer Procurement Department 13400 Griffin Road Southwest Ranches, FL 33330

RFP No.: 20-008

TOWN-WIDE RIGHT OF WAY MAINTENANCE SERVICES

Due Date: Tuesday, January 28, 2020

Hand carried Proposals may be delivered to the above address ONLY between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the Town.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper of envelope used by such service.

The submission of a signed Proposal by a Proposer will be considered by the Town as constituting a legal offer by the Proposer to provide services required by this RFP at the proposed price identified therein.

No Proposals will be accepted after the deadline for submission of Proposals or at any location other than the location designated in this RFP.

Facsimile or email submittals will not be accepted. Proposals delivered or received after 11:30 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is delivered or received will be resolved against the Proposer.

# **1.8 CONTACT PERSON**

The individual designated as the "Contact Person" for the RFP is:

Venessa Redman, Senior Budget and Procurement Officer 13400 Griffin Road Southwest Ranches, FL 33330 Phone: 954 434 0008 Ext. 7467 Fax: 954 434 1490 Email: vredman@southwestranches.org

# **1.9** ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e mail, U.S. Mail no later than Tuesday, January 28, 2020, to the address listed in this RFP Timetable (See Section 1.6) or fax number or e mail address listed for the Contact Person (See Section 1.8). The request must contain the proposer's name, address, phone number, facsimile number and e mail address.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, facsimile number and e mail address.

Changes to this RFP, when deemed necessary by the Town, will be completed only by written Amendment(s) issued prior to the deadline for submission of Proposals. Proposers should not rely on any representations, statements, or explanation other than those made by this RFP or in any Amendment to this RFP. Where there appears to be a conflict between this RFP and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this RFP will be posted on Town of Southwest Ranches Purchasing Department website which can be accessed at http://southwestranches.org/procurement/.

It is the sole responsibility of Proposers to routinely check for any Amendments that may have been issued prior to the deadline for submission of proposals. Town shall not be responsible for the completeness of any RFP package not downloaded from this website or purchased directly from the Department. A proposer may verify with the designated Contact Person (See Section 1.6) that proposer has received all Amendments to this RFP prior to the submission of its proposal.

#### **1.10 PROCUREMENT CODE**

Article IX of the Town's Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system that provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town

#### 1.11 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this RFP between a potential vendor, service provider, proposer, lobbyist, or consultant and the Town Council members, Town's professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee. See Article IX, Sec. 2 208(c) for additional information including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RFP and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event that the Town Administrator cancels the solicitation.

During the effective period of the Cone of Silence, any party that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the selection committee, the procurement consultant, Herb Hyman, CPPO, CPPB and/or the Town Council relative to this RFP, except as may be permitted or required during public meetings of the Town Council.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular proposer shall render any RFP award to said Proposer voidable by the Town, at the Town's sole discretion.

# **1.12 PUBLIC OPENING**

A public opening, of Proposals, will take place on Tuesday, January 28, 2020, at 11:30 a.m. local time in the Town Grand Oak Conference Room.

The identity of the Proposers and respective total Proposal price shall be read aloud. However, no additional information set forth in the Proposal shall be made public until the time of a notice of an "Intended award" or 30 days from the Proposal Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

After opening of Proposals, the Town will look for any unbalanced Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize. The Town intends to award a Contract to the lowest, responsive and responsible Proposer in accordance with the terms of this RFP and the Town's Procurement Code.

In the award of a Contract pursuant to this RFP, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

# 1.13 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town relating to this RFP are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any Proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the RFP, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this RFP.

The Town reserves the right to reject any or all portions of any Proposal, to reject all Proposals, to waive any informality, non-material irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interest of the Town.

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the contract or award. The quantities and frequencies provided herein, are for proposal purposes only and, will be used for tabulation and presentation of the Proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

#### SECTION 2 TERMS AND CONDITIONS

# 2.1 ADHERENCE TO REQUIREMENTS

Proposers guarantee their commitment, compliance, and adherence to all requirements of this RFP by submission of their proposals.

#### 2.2 PROPOSAL FORMAT AND CONTENT

2.2.1 <u>Technical Proposal</u>. Proposals must contain all of the documents included in the appendix, each fully completed, signed and notarized, as required. Failure of a Proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

Proposers must use the Proposal form(s) furnished by the Town and included in the appendix of the RFP. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the Proposal documents may invalidate the Proposal. Also, Proposals having an erasure or corrections must be initialed by the Proposer in ink. Proposals shall be signed in ink; and all pricing shall be typewritten or filled in with ink. A Proposal submission in pencil will not be accepted.

All items should be submitted as a part of the proposal prior to the deadline for submission of proposals (*See* Section 1.6) or the proposal shall be deemed non-responsive.

The Department reserves the right to request additional information to be used for evaluating responses received from any or all proposers, including, but not limited to, additional references or financial information. Further, the Department retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient ability to perform under the Agreement.

Notwithstanding these submittal requirements, the Department reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the Department (normally within two (2) business days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.

#### 2.3 **PROPOSAL SCHEDULE**

Each proposer shall submit a completed Proposal Schedule, included as Appendix "A". Pricing in the Proposal Schedule shall include all labor, equipment and materials necessary to complete the work in accordance with the contract documents, schedules and plans, all addenda, if issued.

Proposer warrants that the prices, terms and conditions quoted in the Proposal Schedule will be firm for a period of ninety (90) days from the date of the Proposal opening. If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer's risk, and errors will not release the Proposer from performance of the Contract at the Proposal price.

#### 2.4 MODIFIED PROPOSALS

Proposers may submit a modified Proposal to replace all or any portion of a previously submitted Proposal until the deadline for submission of Proposals specified in the RFP Timetable (See Section 1.6). The Town will only consider the latest proposal submitted.

#### 2.5 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn, only by written notification to the Town, prior to the opening of Proposals. (See Section 1.6). After the opening of Proposals, they shall be irrevocable for a period of one hundred and twenty (120) days. Unless withdrawn, as provided in this subsection, a Proposal shall be irrevocable until the time that a Contract is awarded. Proposers who unilaterally withdraw a Proposal without permission of the Town before 120 days have elapsed from the date of the opening of Proposals may be debarred and are subject to forfeiture of the Proposal Security.

#### 2.6 LATE PROPOSAL, LATE MODIFIED PROPOSAL

Proposals and/or modifications to Proposals received after the deadline for submission of Proposals specified in the RFP Timetable (See Section 1.6) shall not be considered.

#### 2.7 RFP POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all Proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the Proposals received as a result of this RFP. In addition, the Town of Southwest Ranches Council may reject any proposal prior to award.

Failure on the part of the awarded Proposer to comply with the terms of this RFP, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Proposal security. In that event, the Town may proceed to award the contract to the next lowest, responsive and responsible Proposer, or to readvertise the project, in its sole discretion when deemed to be in the best interests of the Town.

#### 2.8 COSTS INCURRED BY PROPOSERS

All expenses incurred with the preparation and submission of Proposals to the Town, or any work performed in connection therewith, shall be borne by the Proposer.

#### 2.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

# 2.10 RIGHT TO PROTEST

For purposes of this RFP, the term "Purchasing Code" shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this RFP by reference ("Bid Protest"). By responding to this RFP, all Proposers agree that the Bid Protest procedures set forth in the Code are applicable to this RFP and shall comply with said procedures.

Any Proposer may protest any recommendations for award of the Contract in accordance with Protest Procedures by submitting a written protest to the Director of Purchasing within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Director of Purchasing at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

# 2.11 RULES; REGULATIONS; LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Town, at its discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements for this RFP and the Contract to be awarded. Also, price, responsibility, and responsiveness of the Proposer, including the financial position, experience, staffing, equipment, materials, and references of Contractor, and past history of service by Contractor to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

# 2.12 EVALUATION OF PROPOSALS

Proposals will be evaluated by the Selection Committee (the "SC") process. The SC will evaluate and rank the Proposals received in accordance with the requirements of this RFP and the Town's Procurement Code. The SC will analyze Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices. The SC may require an interview or presentation to assist their evaluation of the services and prices being offered.

Proposals shall be evaluated based on the following point system:

36186950.1

Evaluation Criteria	Points
1. Price (Proposal Forms);	40
2. Experience and tenure of Proposer's assigned Project Manager or Work Crew Supervisor relative to this Proposal for Town Wide Right of Way Maintenance Services;	25
3. Proposed Management Plan for the Town, including commitment of dedicated crews and equipment to the Town, structure of services to be provided;	10
4. Past and present performance including information disclosed by references;	10
5. Price of auxiliary services from Maintenance Proposal: Price List by Service;	10
6. Professional certifications and memberships.	5
TOTAL POINTS	100

# 2.13 PROFESSIONAL ORGANIZATIONS

In accordance with the evaluation factors (*See* Section 2.12), preference shall be given to Contractors' proposals evidencing the following professional certifications and memberships in good standing:

- A. Certificate of Training, Best Management Practices, Florida Green Industries, issued by the Florida Department of Environmental Protection.
- B. Certification (any/all) from Florida Nursery Growers & Landscape Association (FNGLA).
- C. Membership in Florida Nursery Growers & Landscape Association (FNGLA).
- D. Membership in Florida Urban Forestry Council (FUFC).
- E. Membership in Florida Turfgrass Association (FTGA).

# 2.14 AWARD

The Town intends to award a contract to the lowest, responsive and responsible Proposer whose Proposal meets the requirements of this RFP, and in accordance with the Town's Procurement Code.

The Town reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town, unless otherwise stated. Final determination and award of Contract shall be made by the Town Council.

In the award of a Contract pursuant to this RFP, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

RFP 20-008

36186950.1

# 2.15 WRITTEN CONTRACT

The successful Proposer shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this RFP, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this RFP. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

#### 2.16 ASSIGNMENT

This RFP and any Contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Contractor, and Contractor may not, either directly or indirectly, assign its rights or delegate its obligations to Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

# 2.17 CANCELLATION

Failure on the part of the awarded Proposer to comply with the terms of this RFP and to execute and deliver any required Contract Documents and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Proposer with the next highest ranking by the selection committee, or to re-advertise the RFP, in its sole discretion.

# 2.18 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RFP or the Contract shall be deemed to create a partnership or joint venture with the Town. Proposer shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

#### 2.19 COMPLIANCE WITH LAW

Proposer shall comply with all applicable laws, regulations and ordinances of any federal, state, or local governmental authority having jurisdiction with respect to this RFP and any Contract awarded. Proposer shall obtain and maintain any and all permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

#### 2.20 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Proposer

or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor may be responsible.

#### 2.21 INDEMNIFICATION

To the fullest extent permitted by Florida law the Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorney fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract or anyone else for whose actions Proposer may be responsible, regardless of the partial fault of any party indemnified hereunder.

#### 2.22 SECONDARY/OTHER VENDORS

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of this RFP or any Contract awarded.

#### 2.23 DEFAULT PROVISION

In case of default by the Proposer, the Town may procure the articles or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

#### 2.24 GOVERNING LAW

The validity of this RFP and any Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this RFP or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

#### 2.25 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this RFP. Any default under this RFP shall subject Proposer to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

#### 2.26 REMEDIES FOR BREACH

Should the selected Proposer fail to perform after Contract execution, the Town shall notify Proposer in writing of such failure to perform and Proposer shall have fourteen (14) days to cure such failure or within time frames as set forth in the Contract. If Proposer fails to cure, then the

Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Proposer for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

#### 2.27 PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a Proposal will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Proposer acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

In accordance with Florida Statutes, 119.071(1)(b)(2) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the Proposals, proposals, or final replies, whichever is earlier.

To the extent that Proposer has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Proposer shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Proposer agrees to keep and maintain public records required by the Town in Proposer's possession or control in connection with Proposer's performance under this RFP and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Proposer does not transfer the records to the Town.

Upon completion of the Contract, Proposer agrees, at no cost to Town, to transfer to the Town all public records in possession of the Proposer or keep and maintain public records required by the Town to perform the service. If the Proposer transfers all public records to the Town upon completion of the Contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the Contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434 0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

# 2.28 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Proposer shall comply with the requirements of 2 CFR §200.321 as applicable to this RFP. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract.

# 2.29 CONTRACT PROVISIONS (EXHIBIT "A")

2.29.1 <u>Agreement</u>. The selected Proposer will be required to execute a contract in a form and substance similar to the attached Example Agreement (Exhibit "A"), subject to negotiated exceptions.

2.29.2 <u>Authorization to Sign</u>. In addition to executing the Agreement, the selected Proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Agreement is authorized to legally bind the proposing entity. Additionally, if a selected Proposer is a partnership, all general partners must sign the Agreement and the notarized statement. If the selected Proposer is a joint venture, all members of the joint venture must sign the Agreement and the notarized statement.

# 2.30 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

Where a Proposer is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Proposal award, the Proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposer shall be liable for any damages or loss to the Town occasioned by negligence or intentional acts or omissions of the Proposer, his agents, subcontractors, or any person the Proposer utilizes in the completion of his contract. Proposer shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Proposal response. Failure to furnish

these documents or to have required licensure will be grounds for rejecting the Proposal as non-responsive.

The Proposal shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements.

# 2.31 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected Proposer to provide certified copies of all insurance policies specified in the Agreement (Exhibit "A"). The selected Proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Agreement, insurance coverages and limits, including endorsements, as described in the Agreement (See Exhibit "A"). Failure to maintain the required insurance shall be considered a material default of the Agreement. The requirements contained therein, as well as the Town's review or acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected Proposer under the Agreement.

Prior to award and prior to commencing Work, the Successful Proposer shall provide to the Town certified copies of all insurance policies. The insurance policies shall provide coverage as outlined below:

2.31.1 <u>Worker's Compensation Insurance</u> is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Proposer shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

2.31.2 <u>Business Automobile Liability Insurance</u> Proposer shall carry business automobile liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

2.31.3 <u>Commercial General Liability</u>. Proposer shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or

completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

2.31.4 <u>Environmental Pollution Insurance</u>: The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.

# 2.32 ADDITIONAL INSURANCE REQUIREMENTS

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES Attn: Andrew D. Berns, Town Administrator 13400 Griffin Road. Southwest Ranches, FL 33330

and

Broward County Board of County Commissioners 115 S. Andrews Avenue Fort Lauderdale, FL 33301

# The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated "A " or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the Proposer and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

# Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Proposers are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided below and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding. The Proposer hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Proposal protest or sue the Town by virtue of such cancellation or rescission.

#### 2.33 SECURITY AND BONDING REQUIREMENTS

Simultaneous with the delivery of an executed Proposal to the Town, Proposers shall furnish a Proposal Security in an amount equal to five percent (5%) of the total gross amount of the Proposal. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier's payable to the Town of Southwest Ranches, Florida and drawn on a Florida Bank, or in the form of an irrevocable letter of credit. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

#### 2.34 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any Proposer by virtue of this RFP or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a Proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

# 2.35 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Proposer further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Proposer understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the Agreement, disqualification or debarment of Proposer from participating in Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

36186950.1

#### 2.36 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit ("DOIA") must be completed on behalf of any individual or business entity that seeks to do business with the Town. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Upon request from the Department, the selected proposer shall submit a completed DOIA within a reasonable time, as requested. If the selected proposer fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

#### 2.37 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposals, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

#### 2.38 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

Proposer shall complete the attached Sworn Statement on Public entity Crimes, and submit it with its proposal.

#### SECTION 3 CONTRACT

#### **3.1 CONTRACT DOCUMENTS**

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any

23

36186950.1

governmental authority, or to any permits and conditions thereof, shall mean the latest standard specification, manual, code, laws, regulations or permit in effect at the time of executing the Contract, unless otherwise specifically stated.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report findings to the Town in writing, and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected by the findings. Failure to obtain such written interpretation or clarification before proceeding, shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation and/or time, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair or restoration of such Work.

# 3.2 CHANGES IN THE WORK

Without invalidating the Contract and without notice to any surety, the Town may, issue a Change Order or Change Directive. Upon receipt of a Change Order or written Change Directive, Contractor shall promptly proceed with the Work included in the Change Order or Change Directive.

The Town and Contractor shall execute appropriate Change Orders or Change Directives which may include: 1) additions, deletions or revisions to the scope of services; 2) acceptance of, or correction of defective Work included in section 3.4– "Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work".

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required to be given to a surety, the giving of such notice will be Contractor's responsibility, and the amount of each applicable Bond may be adjusted accordingly.

# **3.3** CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

The Proposal price constitutes the total compensation, subject to authorized adjustments, payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price or Contract Time.

Quantities shown in the Proposal and Proposal Form are approximate only and are subject to either increase or decrease. The quantities indicated are estimates based on the scope of the project. Unless authorized by the Town, via Change Order or Change Directive, variation in the estimated quantities shall not be a basis for the Contractor to seek payment beyond the price stipulated in the Proposal, Proposal Form and Contract.

3.3.1 <u>Change Order</u>. The Contract may be changed only by a Change Order approved by the Town. Any increase or decrease in the Contract Price or adjustment in the Contract Time shall be based on written notice, by the Contractor to the Town. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges

and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

The value of any Work covered by a Change Order or of any claim for change in the Contract Price or Contract Time shall be determined by: 1) mutual acceptance of a lump sum or 2) by application of unit prices contained in the Contract Documents to the quantities of the items involved. The Town in its sole discretion, shall decide, whether to issue a written Change Order.

3.3.2 <u>Unit Prices</u>. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include all Unit Price Work, in an amount equal to the sum of the established unit price item multiplied by the quantity. The estimated quantities of items are not guaranteed. Each unit price shall be deemed to include Contractor's overhead and profit.

# 3.4 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Contractor warrants and guarantees that all work will be in strict accordance with the Contract Documents and will be free from defects. The quality and acceptance of workmanship will be determined during site inspections by the Town. Any and all defective Work may be rejected, corrected, or accepted, as provided below.

3.4.1 <u>Owner May Stop the Work</u>. If Work is defective, Contractor fails to supply sufficiently skilled workers, suitable materials or equipment, fails to furnish or perform the Work in a manner that will result in Work that strictly conform to the Contract Documents, the Town may order Contractor to Stop the Work, until the cause for such order has been eliminated. However, the Town's right to stop Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.

3.4.2 <u>Correction or Removal of Defective Work</u>. If required by Town, Contractor shall within twenty-four (24) hours and at its sole expense, correct all defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal nor shall Contractor be entitled to any time extension in connection therewith.

3.4.3 <u>Acceptance of Defective Work</u>. If, instead of requiring correction or removal and replacement of defective Work, the Town may accept the defective work. Contractor shall bear all direct, indirect and consequential costs attributable to Town's evaluation of and determination to accept such defective Work. If such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and Town shall be entitled to an appropriate decrease in Contract Price. If the parties are unable to agree as to the amount thereof, Town may make a claim as provided in Section 3.3 – "Change in the Contract Price or Contract Time". If the acceptance occurs after final payment, an appropriate amount, consistent with the above will be promptly paid by the Contractor to the Town.

3.4.4 <u>Town May Correct Defective Work</u>. If the Town issues notice, requiring correction of defective work and Contractor fails to do so within twenty-four (24) hours of notice, the Town may take all action necessary to correct the defect. In exercising the rights and

remedies under this paragraph Town shall proceed expeditiously. The Town reserves the right to deduct the cost to correct unacceptable workmanship along with \$100 per hour administrative costs from the Contractor's monthly invoice. Unacceptable work shall be deducted from the monthly invoice based on line items in the Proposal Forms.

3.4.5 <u>Contractor's Failure to Perform.</u> Should Contractor fail to perform, Town shall notify Contractor in writing of such failure and Contractor shall have fifteen (15) days thereafter to cure such failure. If Contractor is unable or unwilling to cure such Failure to Perform, then Town shall receive a refund equal to the actual cost of a third party to cure such failure and may immediately terminate any contract award for default. In the event of any litigation arising out of or relating hereto, the prevailing party shall be entitled to an award of its attorney's fees and costs at both the trial and appellate levels.

3.4.6 <u>Termination for Convenience</u>. The Town shall have the right to terminate the contract for convenience upon thirty (30) days written notice. In the event of a Termination for Convenience, the Town shall pay for services provided by the Contractor through the effective date of the termination but shall have no further liability or responsibility to the Contractor. Contractor hereby waives any and all claims for additional compensation and damages, including but not limited loss of anticipated profits on work not performed. In the event a termination for default is later determined by a court of competent jurisdiction to be wrongful or without cause, the termination shall automatically be deemed one for convenience and Contractor's sole compensation shall be in accordance with this section. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

# 3.5 SUSPENSION OF WORK AND TERMINATION

The Town may terminate all Work if Contractor violates any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract terminate the services of the Contractor. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the costs of completing the Work exceeds the unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to obtain the lowest price for the Work performed, nor obtain competitive Proposals for the Work except as required by Florida law.

Where Contractor's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor or any surety then existing, or which may thereafter accrue. Any payment of monies due Contractor by the Town will not release the Contractor from liability for unfinished or defective Work and such payment shall not be evidence of acceptance of any defective Work.

Upon thirty day (30) written notice to Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract at the Town's convenience. In such case, Contractor shall be paid for all Work executed up to the

36186950.1

April 24, 2025 Regular Meeting

date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed.

# 3.6 PAYMENT

The payment to Contractor is for all materials, labor, services, equipment and all else necessary to fully complete the Work. The Work includes all accessories, appurtenances or other work required for completion of the Contract.

Contractor shall render all Work to the Town at the quoted price stipulated in the Proposal and Proposal Form and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at said prices stipulated in Proposal Form.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Work exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be adjustments to the Contract Price pursuant to any written Change Order executed by Town and Contractor in accordance with the terms and conditions of this RFP and the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay the invoice, or such undisputed portion as Town determines in its sole discretion.

No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property.

The Town Administrator may withhold, in whole or in part, payment for Work deemed inadequate or defective which has not been remedied in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town. Payment may be withheld for Contractor's failure to comply with terms, conditions or requirements of the Agreement.

# **3.7 METHOD OF PAYMENT**

The method of payment (check/credit card) is at the Town's discretion. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card ("P-CARD"). Payments made by P-CARD shall be accepted on a "same as cash" basis. No other costs,

including but not limited to, service charge, fee, or penalty shall be billed to the Town, for payments rendered by P-Card.

#### 3.8 PHYSICAL CONDITIONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Proposer shall have full responsibility with respect to physical conditions in or relating to existing surface structures. By submitting its Proposal, Proposer represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Proposal.

Proposer shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any deletions or revisions in the Work and any potential modifications to the terms and conditions as outlined in Section 3.2 – "Changes in the Work".

In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown within the Contract Documents, from those ordinarily encountered, or of an unusual nature, Contractor, without disturbing the conditions and before performing any Work, shall within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the differing conditions. Contract Manager shall investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Manager, the conditions do materially differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, Contract Manager may recommend an equitable adjustment to the Contractor's compensation hereunder. If Contract Manager and Contractor cannot agree on an adjustment in the compensation, the adjustment shall be referred to the Town Administrator for determination. No request by Contractor for an equitable adjustment to the Agreement under this provision shall be allowed unless Contractor has given written notice to the Contract Manager in strict accordance with the provisions of this Section.

It shall be Proposers responsibility to locate any underground or overhead utility lines or equipment.

#### SECTION 4 RESPONSIBILITIES

#### 4.1 **PROPOSER'S RESPONSIBILITIES**

4.1.1 <u>Supervision of Work.</u> Proposer shall supervise and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Proposer shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for the Work. Proposer shall also be responsible to see that the finished Work strictly complies with the Contract Documents.

4.1.2 <u>Communication</u>. For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor must be able to read, write, and speak English. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.

4.1.3 <u>Safety Precautions.</u> The Proposer shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all O.S.H.A. safety requirements while performing the Work. At a minimum, all personnel performing the work subject to this RFP and Contract awarded will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.

4.1.4 <u>Debris Removal.</u> All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with Local, State and Federal Regulations. Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees, at both the trial and appellate levels, caused by Proposer's improper disposal, site cleanup or failure to comply with any applicable environmental laws.

4.1.5 <u>Sub-contractor</u>. If the Proposer intends to use sub-contractors to perform any work pursuant to the RFP, the sub-contractors are subject to prior approval by the Town. Proposer shall be fully responsible to the Town for all acts and omissions of any sub-contractors, suppliers, other persons and organizations performing or furnishing any of the Work under the Contract to the same extent in which Proposer is responsible for Proposer's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

4.1.6 <u>Site Conditions.</u> All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Proposer shall keep the Work Site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Proposer shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town.

4.1.7 <u>Loss Prevention</u>. Proposer shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property at the Work Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items.

4.1.8 <u>Sales Tax.</u> As set forth in the terms of this RFP, Proposer shall pay all sales, consumer, use and other similar taxes and should not include taxes in Proposal prices. The Town

is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Proposer to procure all necessary permits and licenses the cost of which shall be deemed included in the Proposal price.

# 4.2 LANDSCAPE MAINTENANCE BASE STANDARDS

On the contract commencement date, as part of Contractor's complete written proposal of his plan for accomplishing the required work, Contractor shall submit a written proposal for a onetime initial cleanup for the purpose of establishing a base standard for ongoing maintenance of trees, shrubs, turf and other plantings. The initial clean-up shall include, but is not limited to, weeding of landscape beds, shaping and trimming of trees and shrubs per Town specifications as provided in Section 5.10 and in the table of Maintenance Frequencies for landscape material trimming.

# 4.3 QUANTITY AND FREQUENCY OF MOWING AND MAINTENANCE SERVICES

The area and limits of mowing/maintenance have been previously established and are distinguishable in the field.

Areas have been inventoried and calculated as to quantity and provided as a courtesy. It shall be the responsibility of the Contractor to verify the quantity of maintenance to be accomplished. Any discrepancies or disagreements concerning quantities shall be mutually resolved in writing prior to beginning work in any area in question. The Contractor shall submit written schedules of maintenance defining frequencies and locations. Contractor's failure to notify the Town in advance of any discrepancies or disagreements shall result in a waiver of any claims by Contractor relating thereto.

The Contractor shall complete one (1) cutting cycle for roadside and median areas within thirty (30) days of beginning the cycle, weather permitting, as determined by the Town's Designee. Mowing will commence the first week of each month and mowing continuously until completion of the cycle (cycle = 30 days.) Areas specified in this RFP shall be mowed in accordance with frequencies set forth in the Maintenance Frequencies herein.

Mowing shall not be completed if bad weather conditions may result in damage to turf, irrigation or other components (i.e., tracking mud onto sidewalks). Contractor must contact the Town's Designee to discuss re-scheduling. If possible, completion of mowing shall take place within seven (7) days of contracted schedule. Areas perpetually saturated shall be string trimmed (e.g., bottom of swales, etc.).

## 4.4 EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Proposer to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing

36186950.1

in this paragraph shall create a duty by the Town to Proposer or anyone else to exercise this right. The Proposer shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

# 4.5 EQUIPMENT STORAGE AND MOBILIZATION

The Proposer must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents and shall be responsible for the storage of all materials and equipment at Proposer's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties. No equipment shall be parked overnight in the medians, right-of-way or on Town Property without the Town's prior written consent.

## 4.6 HOURS OF OPERATION

The Proposer shall perform work Monday through Friday, except Holidays, between 7:00 a.m. and 5:00 p.m.

# SECTION 5 SCOPE OR SERVICES

# 5.1 BACKGROUND

The Town is located in Southwest Broward County, includes thirteen (13) square miles and is home to over 7,344 residents. The Town's environment is rural, filled with grazing animals, nurseries, farms, an abundance of wildlife and unique scenery. Most properties utilize wells for potable water.

There are seven (7) parks within Town limits, comprised of one hundred and fifty-two (152) acres and in various stages of development.

The roadways are comprised of two-lane local roads and rural section collector roads. The Town is currently responsible for the maintenance of eighty-two (82) miles of right-of-way. The rights-of-way include; curbs, gutters, sidewalk and equestrian trails.

The Town operates a multi-use, non-vehicular recreational trail system along its roadways within the right-of-way or by cooperative agreement with landowners. The trail system is currently in various stages of development.

## 5.2 **PROJECT LIMITS**

This RFP pertains to the maintenance of publicly owned properties throughout the Town, including but not limited to Roads, Rights-of-Way, and Recreational Trail. The maintenance area are bounded on the north by Griffin Road, the south by Sheridan Street, the east by Flamingo Road and to the west slightly beyond US 27. See Maintenance Locations /Zones list for all delineated areas to be maintained.

# 5.3 ADDITIONS OR DELETIONS OF MAINTENANCE AREA

At the Town's discretion, it may add new maintenance areas, delete maintenance areas, reduce the frequency of service, discontinue service by Contractor or request the resumption of service to a previously discontinued area, at any given time during the life of the Contract. Evaluation of costs for areas that are to be added or deleted shall be calculated based upon unit prices in the Proposal Forms. Upon the Town's written request to the Contractor to add a new maintenance area to the Contract or resume service to a previously terminated maintenance area, Contractor shall commence maintenance to said area within ten (10) days. Service to locations deleted by the Town for durations less than the remaining life of the contract may be resumed at any time for the originally proposed contract value.

At the Town's discretion, it may delete maintenance areas or the frequency of maintenance from the contract at any given time during the life of the contract, for the life of the contract, or lesser durations. The Town shall give the Contractor ten (10) calendar day's written notice prior to the deletion of a maintenance area for any given period of time. Deleted areas, if less than the entire maintenance area, shall be evaluated using unit prices in the proposal forms.

# 5.4 DAMAGE BY CONTRACTOR

Any damage to the road, facilities, sewers, utilities, irrigation systems, neighboring or adjacent properties or vegetation caused by the Contractor shall be repaired, at the Contractors expense, to the Town's satisfaction. Failure to restore damages within three (3) working days, following written notification, shall result in a deduction from Contractor's next invoice of the Town's expenses for labor, material, services or equipment, including all related Administrative costs incurred by the Town to restore the property to its original condition. Notification shall be by letter, fax or email.

# 5.5 CONTRACTOR'S PERSONNEL

Contractor shall employ personnel competent to perform the work specified herein. The Town reserves the right to request the removal of a Contractor's employee from performing maintenance upon the Town's property where such employee's performance or actions are detrimental to the Town. Contactor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on Town premises. (*See* Drug-Free Workplace Certification Form).

# 5.6 CONTRACTOR'S VEHICLES

Contractor's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1-1/2 inch letters. In addition, vehicles shall bear a magnetic sign on each side stating "Contractor for Southwest Ranches Public Works" when performing work hereunder.

# 5.7 QUALITY OF SERVICES

The quality and acceptance of workmanship will be determined during site inspections by the Town. Areas that are determined to be unacceptable shall be addressed by the Contractor in accordance with Section 3.4.

For each re-inspection required, the Town shall have the discretion to deduct a flat fee of five hundred (\$500) dollars per site re-inspection.

## 5.8 ROUTINE MOWING / MAINTENANCE SCHEDULE

Contractor shall maintain the contractually covered landscaped areas at the frequency rates prescribed on the Scope of Services – Maintenance Frequencies with conventional production style mowing and lawn maintenance equipment. Exceptions to the specified schedule may be granted by the Town's Designee.

Maintenance shall include, but is not limited to, the following and shall be performed during each maintenance visit:

5.8.1. Upon arriving at a job site, the Contractor shall inspect the area and <u>prior</u> to mowing shall remove all litter, glass, rocks, dead foliage, metal, branches, palm fronds, animals, critters or other debris subject to becoming a projectile if engaged by a mower. The Contractor shall, at his own expense, remove and properly dispose of all waste materials, i.e., cans, bottles, paper, and trimmings collected during the operation. Piling of landscape debris on Town/private property is prohibited.

5.8.2 Edge all curbs, edge of pavement, sidewalks, plant beds and tree wells. Edging shall be done along sidewalks, walkways, asphalt paths, curbs, and road edges during each visit. Grass shall also be edged back where it encroaches upon the street from the swale or other areas. Maintain edge of beds as originally designed.

5.8.3 Remove all weeds from curbing, sidewalks, and within three (3) feet of tree wells (chemically or by hand) no string trimming tree wells is permitted. The removal of torpedo grass or sedges by hand is prohibited. Chemical treatment of tree wells shall not exceed the existing three (3) foot diameter Tree Bed. Planting beds and concrete portions of all medians shall be weed free at the completion of the work. Weeding shall include, but not limited to ornamental beds, base of shrubbery, trees, guardrails, fencing, hedges, sidewalks, curb lines, between curb and gutter and edge of pavement, all concrete medians or other areas where weeds exist. Weeds shall be removed during each site visit. Contractor shall remove all weeds and other wild growth from concrete structures not part of the original landscape design. If sidewalks, asphalt, or recreational trails are present on any assigned segment all weeds shall be removed by hand or chemical means. If chemical means are used, then three days after application all remaining weeds shall be removed. The Contractor shall exercise extreme care so as not to over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the Contractor's expense.

5.8.5 Mow all grass areas. Mowing shall be done no lower than four and one half (4.5) inches for St. Augustine and Bahia grass. All mowed areas are to be cut with a rotary type mower with sharp, mulching type blades. Excessive grass clippings left on site must be distributed so as not to leave evidence of clumps and/or haystacks.

5.8.6 Remove and clean all debris, dirt, weeds, grass, trash from curb lines and gutters.

5.8.7 String trimming is to be used for areas not accessible to mowing equipment and for areas perpetually saturated which could be damaged by mowing equipment (e.g., bottom of swales, etc.) String trimming under all guardrails is required, unless guardrail has asphalt base, then only spot herbicide treatment shall be used. String trimming shall be done around permanent fixtures and all fixed objects exposed in the turf including but not limited to buildings, signs, sign posts, utility poles, fire hydrants, poles / posts, benches, bulletin boards, bollards, guardrails, trail improvements or other fixtures commonly found in such settings. String trimming shall be done so that desirable vegetation and fixtures are not damaged. String trimming must maintain the required 4.5 inches for St. Augustine and Bahia grass of cut height on slopes.

5.8.8 Post mowing clean-up will be completed after each maintenance visit. Base of shrubbery, trees and other areas to maintain a neat and clean appearance. Pathways and sidewalks shall be blown clean or swept prior to leaving the job site. Contractor will coordinate mowing and clean-up so that clean- up can be completed by the end of the day.

5.8.9 Trimming, pruning and sucker removal – trees will be limbed up to 6' clear trunk and suckers and dead branches will be removed each maintenance visit or as needed and directed by Town's Designee.

5.8.10 Evidence of turf insects and other insects such as chinch bugs, sod webworms, and grubs shall be brought to the attention of the Town's Designee.

5.8.11 Contractor shall be responsible for the cleaning of all debris from the surfaces and/or adjacent to any curb and gutter or catch basin areas that may exist in the areas to be maintained.

5.8.12 Damage to property, turf or existing vegetation caused by improper trimming or edging shall be repaired or replaced within 48 hours at the Contractor's sole expense.

5.8.13 All work to comply with current A.N.S.I. Standards – tree, shrub & other plant maintenance.

5.8.14 All structures, monuments signs, streetlights and fencing located on medians or right of way, shall be checked for graffiti and cobwebs and cleaned each maintenance visit.

## 5.9 ADDITIONAL MAINTENANCE SCHEDULE

5.9.1 <u>Selective Trimming</u> of shrub and ground cover material shall maintain plant material not to exceed thirty-six (36) inches in height or as directed by the Town's Designee

34

within safe sight triangles. This service shall be done the first visit of each month. Trimmings shall be removed, chipped or ground for use as mulch in place by the end of maintenance visit. Schedule for all other shrub and ground cover trimming is contained in the Scope of Services – Maintenance Frequencies.

5.9.2 <u>Street Tree Maintenance</u>. Includes weed removal, fertilization, mulch, staking maintenance, and selective tree trimming (water sprouts and suckers) as set forth in Maintenance Frequencies herein or as directed by Town's Designee.

5.9.3 <u>Invasive Exotic/Hazard Tree Removal</u>. Upon request, Contractor shall provide service to remove and stump grind to surrounding grade incidental invasive, exotic, or hazard trees. This is a billable item, which may be requested by the Town from time to time on a per-proposal basis, in accordance with unit prices (labor and equipment-with-operator rates, as applicable) set forth in line item #s 9 through 26 and 52 of the Contractor's Proposal for Auxiliary Services.

If directed to perform Invasive Exotic/Hazard Tree Removal, the Contractor will receive a Town- issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.

5.9.4 Fertilizer will be applied to trees, shrubs, groundcover and all irrigated and nonirrigated turf areas as specified in Section 5.10. This requirement does not include north of Griffin Road. This is a billable item, in accordance with unit prices (per lb. or per 50 lb. in place) set forth in line item #s 40 – 43 of the Contractor's proposal for Auxiliary Services.

5.9.5 <u>Mulching</u>. Contractor shall provide and install, or install only, mulch as per Section 5.10 and as set forth in the Maintenance Frequencies herein. This is a billable item, in accordance with unit prices (per cubic yard installed) set forth in line item # 37 of the Contractor's proposal for Auxiliary Services.

If directed to install mulch, the Contractor will receive a Town-issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made upon completion of the work.

# 5.9.6 Catch Basins.

- A. Remove surface debris and vegetation from top of grates each maintenance visit.
- B. Contractor will report in writing to Town's Designee any visible blockage inside catch basins, within 48 hours of finding.

5.9.7 <u>Miscellaneous Code Enforcement Maintenance</u>. At the request of the Town's Designee, Contractor shall provide mowing/lawn maintenance services at designated properties under Enforcement Action. All Code Enforcement Maintenance shall require 4" x 6" color photos capturing both before and after maintenance conditions.

5.9.8 <u>Damage/Vandalism</u>. Incidence of damage/vandalism will be reported to the Town's Designee within 2 hours. Repair for damage/vandalism is not included in this RFP and will be bid separately.

5.9.9 <u>Debris Auxiliary Removal</u> and proper disposal of litter, glass, rocks, dead foliage, metal, branches, palm fronds, or other debris as set forth in Maintenance Frequencies herein or as directed by Town's designee. **This is a billable item, in accordance with unit prices set forth in line item #54 of the Contractor's Proposal for Auxiliary Services.** If directed to perform Auxiliary removal and proper disposal of litter, the Contractor will receive a Town-issued, signed and numbered Purchase Order authorizing the contractor to proceed and authorizing payment to be made in accordance with monthly payment terms and conditions.

# 5.10 MAINTENANCE AND FREQUENCY STANDARDS

5.10.1 <u>Fertilizer</u>. 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. <u>Trees.</u> Application of 8-2-10 90% sulphur-coated, granular fertilizer per Maintenance Frequencies herein.

# B. Palm Trees.

- i. Applications of 8-2-10 90% sulphur-coated granular fertilizer at a rate of one pound per inch of trunk, measured 4.5' above grade per Maintenance Frequencies herein.
- ii. As required by the Town's Designee, Magnesium Sulfate and/or Manganese Sulfate for palm trees shall be applied at a rate of one-half pound caliper inch of tree trunk measured at 12" above grade.
- iii. Fertilizer shall be distributed evenly at least 12 inches from the trunk and no greater than 24 inches from the tree trunk.

36186950.1

- 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. <u>Shrubs and Groundcover</u>. All shrubs are to receive applications of granular 8-2-10 90% of sulphur-coated fertilizer, according to the manufacturer's label.
- D. <u>Turf.</u> Application of 15-0-15 50% sulphur-coated with Talstar granular fertilizer following the manufacturer's highest recommended rate per Maintenance Frequencies herein.

A spot treatment of liquid weed control in the turf grass to occur according to the manufacturer's recommendations, and a follow up spot treatment shall occur, weather permitting, as stated by the manufacturer's label.

5.10.2 <u>Chemicals</u>. 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. <u>List.</u> 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. <u>Records</u>. Records must be kept and retained (with copies provided to the Town's Designee included with the monthly invoice) as prescribed by law for the use of pesticides of all operations. Records must include: dates, times, methods of applications, chemical formulations, applicators names and weather conditions.
- C. <u>Application</u>. 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. <u>Damage.</u> Any soil, sod or plants contaminated or damaged by misuse of chemicals, as determined by the Town's Designee, shall be removed and replaced, at Contractor's expense.

- E. <u>Caution</u>. No chemical with a signal word higher than caution shall be used at any time.
- F. <u>Flags</u>. When applying chemicals to areas of heavy pedestrian traffic, spray application warning flags shall be utilized to designate areas in clear sight and removed within 24 hours.
- G. <u>Indemnification</u>. The hold harmless and indemnification provisions of this RFP shall be applicable to any damage to persons and/or property arising out of or in connection with Contractor's use of chemicals.

5.10.3 <u>Herbicide</u>. The Contractor may apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All applications shall be performed by persons holding a valid herbicide application license issued by the State of Florida and shall be done in accordance with the herbicide manufacturer's recommended rates and all applicable federal, state, county and municipal regulations. Herbicides may be used only with prior approval by the Town's Designee as to type, location, and method of application. The Contractor shall exercise extreme care to avoid over spray and affect areas not intended for treatment. Areas adversely affected by such over spray shall be restored at the Contractor's sole expense.

5.10.4 <u>Mulch.</u> 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. <u>Location, Frequency and Amount</u> of mulching as per Maintenance Frequencies or as directed by Town's Designee.
- B. <u>Installation</u>. 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. <u>Compacted Mulch.</u> to be installed so as to not be within 3" of base of plant material.

5.10.5 <u>Bahia, St. Augustine, and other Sod Replacement</u>. Where select areas require sod replacement, as directed by the Town's Designee, Contractor shall furnish and install specified sod species in accordance with the provisions of this section. The Contractor shall provide establishment watering or shall coordinate with the Town's Designee to monitor and adjust the irrigation system to achieve well-rooted and healthy sod.

A. <u>Installation</u>. The Contractor shall prepare the installation site by string trimming all dead and/or brown vegetation to soil level. The Contractor shall furnish and install Bahia, St. Augustine or other species of sod as specified. Sod bed shall be moist at time of installation.

- B. <u>Quality.</u> The sod shall be thick, well matted and evenly cut. The sod shall be strong enough to retain its shape when handled by the top grass blades. The sod pieces shall be a minimum 18" x 24" in size. The sod bed is to be well-compacted and even. The sod shall be laid by hand so there are no gaps or voids between pieces. Stagger the sod pieces between rows.
- C. <u>Slopes.</u> On slopes, the rows shall run 90° to the slope direction. Roll or hand tamp the sod after installation and commence watering. The Contractor shall coordinate with the Town's Designee to monitor and adjust the irrigation system to achieve well-rooted and healthy sod. The sod level shall be set so water flow from adjacent surfaces is not impeded. For slopes with a ratio greater than 4:1, sod shall be pinned in place to prevent dislocation.
- D. <u>Weeds and Pests.</u> The sod and soil below any new sod areas to be replaced shall be guaranteed free of weeds and pests that affect its uniform appearance for ninety (90) days. Sod lines at shrub beds, tree rings and pavements shall be even and sharp.

# SECTION 6 GENERAL REQUIREMENTS

# 6.1 DISPOSAL

No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The Contractor must closely adhere to all local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup. Contractor further agrees to indemnify, defend and hold Town harmless from any penalties, injury or damage resulting from non-compliance.

# 6.2 **DEBRIS**

All debris removed from Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with local, state and federal regulations.

The Contractor shall exercise the necessary care to preclude any source of litter from his operations.

# 6.3 TRAFFIC

The Contractor will be responsible for design, set-up and Maintenance of Traffic (MOT) operations for work being performed within public rights-of-way. MOT plans are to be submitted to the Town for approval prior to implementation. MOT plans shall be prepared by MOT-certified personnel and must be in accordance with and conform to the current edition of the FDOT Roadway and Traffic Design Standards Indexes, the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as minimum criteria.

When mowing areas within ten (10) feet of the travel way, the equipment shall be operated in the direction of traffic. Cuttings shall not be side discharged into roadways. This provision does not apply when the specific worksite is protected by the Contractor's flagmen and/or warning signs in accordance with the Manual on Uniform Traffic Control Devices.

# 6.4 LAWS AND PERMITS

Contractor shall comply with all applicable federal, state and local laws, regulations and ordinances. It is the responsibility of the Contractor to procure all necessary permits and licenses for performance of all work hereunder.

# 6.5 COORDINATION WITH TOWN

The Project Manager or Work Crew Supervisor of the Contractor must be available by telephone within thirty (30) minutes to respond to the needs and requests of the Town Designee in an efficient manner, Monday through Friday, 7:00 a.m. to 4:00 p.m. The Contractor shall confer with the Town's Designee on a daily basis. Work hours in the Town are between 7:00 a.m. and 5:00 p.m. Upon execution of the contract, the Town will provide the Contractor with after-hours/emergency contact information for the Town's Designee(s).

# 6.6 COMPLETION OF TASK

The Contractor shall complete any specific maintenance item, task, or auxiliary service requested by the Town within 24 hours of notification, unless otherwise agreed upon by Town's Designee.

# 6.7 ADDITIONAL SERVICES

Additional services required shall be evaluated by both the Town and the Contractor for the mutual determination of a fair unit cost, to be based upon similar service rendered at similar sites.

# 6.8 **REPAIRS**

The Contractor shall notify the Town, within the same work day as discovered, of any items in need of repair, restoration and/or replacement. The Town may request a proposal for the repair, restoration and/or replacement of the material. The Town reserves the right to seek alternate proposals and to engage the services of others to perform repairs.

# 6.9 VANDALISM

In the event the Contractor discovers or is made aware of damage, vandalism or theft at a Site specified herein, the Contractor shall notify the Town's Designee within 30 minutes of such discovery.

# 6.10 STAGING

The Contractor shall be prohibited from having his vehicles enter Work Sites without the prior consent of the Town's Designee. The Contractor shall provide a written staging location plan for the Town's approval prior to commencement of any work.

# 6.11 FORCE MAJEURE

In the event of a natural disaster or other type of emergency which may disrupt the scheduled work or work sites, the Town reserves the right to adjust, modify or suspend services at any and all locations.

# 6.12 UNIFORMS

At all times while performing the work subject to RFP, all the Contractor's personnel shall be required to wear uniforms (e.g. work shirts, etc.) clearly identifying the Contractor's company name, and a Contractor- supplied name and photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from Town property.

## SECTION 7 SPECIAL REQUIREMENTS

# 7.1 MEETING WITH TOWN

The Contractor's President/Chief Operating Officer must be available to attend meetings with the Town and/or it's designee within 24 hours of notification.

## 7.2 COMMUNICATION

For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor who can read, write, and speak English fluently is required. The Project Manager or Work Crew Supervisor shall have proven technical and managerial experience in grounds maintenance. The Town reserves the right in its sole discretion to approve or disapprove selection of the Project Manager / Work Crew Supervisor.

# 7.3 ON CALL

The Contractor, or an employee of the Contractor approved by the Town, must be on 24-hour call, at all times, for emergency purposes.

## 7.4 EMERGENCY

In the event of an emergency including but not limited to: storm, tornado, hurricane, auto accident, or any other emergency, that causes a roadway or pedestrian area to be obstructed, the contractor shall be available on a first priority basis (within 24 hours). Contractor shall remove obstruction and legally dispose of same at an EPA or Town approved dump site.

## SECTION 8 SPECIAL PROVISIONS

## 8.1 UNIT PRICES

The Contractor is advised that the contract is a unit price contract. As such, the intent of the contract is to include all labor, materials, transportation, equipment, fuel, and all other items necessary to complete the item of work, in the unit price for the item. All items incidental to or necessary for the completion of the proposal item shall be included in the unit price for the item.

## 8.2 PHYSICAL CONDITIONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Contractor shall have full responsibility with respect to physical conditions in or relating to existing surface and subsurface structures. By submitting its Proposal, Contractor represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Proposal.

Contractor shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any potential modifications to the terms and conditions.

## 8.3 FREQUENCY OF SERVICE

Contractor shall maintain the contractually covered maintenance areas at the frequency rates required by conventional style mowing and lawn maintenance equipment.

## 8.4 METHOD OF OPERATION

The Contractor will be responsible for the pickup and removal of all debris from the right-ofway, medians, and retention ponds, before commencement of mowing.

Mowing cycles shall commence at the east boundary of the Work Site and proceed continuously toward the west boundary. Subsequent cycles shall follow the pattern adopted for the first cycle unless the Town's Designee authorizes the Contractor to change the pattern. Each cutting cycle is to be completed in its entirety prior to beginning another cycle. On the contract commencement date, Contractor shall furnish a complete written proposal of his plan for accomplishing the required work.

At the conclusion of each working day, all required maintenance shall be completed within the Work Site. All grass trimmings must be swept/blown off roadways and sidewalks. Grass trimmings and debris must not be blown onto roadways. Blowing or sweeping of grass trimmings into storm sewers is illegal. Violators are subject to Local, County & State fines and must remove any illegal deposits within twenty-four (24) hours. If this requirement is violated, the Contractor will be held responsible for the cost to appropriately clean drainage system.

# SECTION 9 DEFINITIONS

<u>ADDENDA</u>. Written or graphic instruments which clarify, correct or revise the proposal documents or the Contract Documents for this Request for Proposal.

<u>PROPOSAL</u>. The offer or proposal to perform all services required in this Request for Proposal.

<u>BOARD AND BATTEN.</u> 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.

<u>BOND</u>. Proposal, performance and payment bonds which guarantee performance of obligations specified in the Contract.

<u>CHANGE ORDER</u>. A document which amends the scope of services, scheduling or pricing within the executed Contract.

<u>CODE ENFORCEMENT.</u> Tasks assigned by Code Enforcement Department or Town Designee separate and distinct from Contract Work to remediate specific private property non-maintenance issues.

<u>CODE ENFORCEMENT MOWING.</u> 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.

<u>CONTRACT.</u> 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.

<u>CONTRACT DOCUMENTS.</u> 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.

<u>CONTRACT PRICE</u>. The monies payable by Town for services provided by the Contractor and in compliance with Contract standards.

<u>CONTRACTOR</u>. 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.

<u>DEFECTIVE.</u> 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.

<u>DEFECTIVE WORK</u>. 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.

<u>FINAL COMPLETION</u>. Work completed in compliance with industry standards, contract provisions, and passed final inspection.

<u>FIRE ANT CONTROL.</u> 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.

<u>INSECTICIDE/FUNGICIDE APPLICATION.</u> Identifying areas of landscape or plant material affected by insects and/or disease and applying corrective chemicals.

<u>JOINT/CRACK CLEANING.</u> Joints and cracks in concrete, asphalt, brick or other hard surfaces paved medians shall be kept clean of weeds at all times. Routine spraying of weed control products such as Round Up and Nutsedge shall be used to control weed growth. Any type of joint/crack weed eradication which damages concrete, asphalt, brick or other hard surfaces shall be repaired and restored to its original condition within seven (7) days, at the Contractor's expense, subject to approval by the Town or its Designee.

LANDSCAPE BED. Planted area where shrubs, groundcovers, and /or other plant material and trees are grouped together in a mulched bed.

<u>LINE OF SIGHT BRUSH BACK.</u> Occasional cutting back of overgrowth of shrubs and trees that extend into the road right-of- way obstructing the line of sight (LOS) vision. This work may occur up to or more than eight (8) times per year as directed by the Town's Designee.

<u>LITTER REMOVAL.</u> 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.

<u>LODGE POLE AND SISAL.</u> 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.

<u>MAINTENANCE.</u> 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.

<u>PROJECT.</u> The whole or any part of the Work to be provided under this RFP and the Contract Documents.

RFP 20-008

36186950.1

<u>PROPOSAL.</u> The offer or proposal of a Proposer submitted on the prescribed form(s) and including all information and submission required by the RFP.

<u>RIGHT OF WAY BRUSH BACK.</u> Regularly scheduled cutting back of overgrowth of shrubs and trees within Town's right-of-way, each maintenance visit.

<u>ROOT BALL STAKING.</u> 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.

<u>ROW.</u> Right-of-Way or Rights of Way.

<u>SELECTIVE TRIMMING.</u> 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.

<u>SERVICE CATEGORY.</u> 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:

<u>Service Category A:</u> Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zones 1 and 2, Griffin Road East and West Right-of Way Maintenance.

<u>Service Category B:</u> Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zone 3, Griffin Road / C-11 Canal Bank Trail Right-of Way Maintenance.

<u>Service Category C:</u> Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zones 4 through 32 and 44, Right-of Way Maintenance.

<u>Service Category D</u>: Type or style of maintenance as defined in this RFP located within Maintenance Zones 33 through 43, Parks and Other Town Property Maintenance.

SITE. An area of ground within the Town, requiring maintenance. (e.g. "Griffin Road West").

<u>SITE INSPECTIONS.</u> Inspections made by the Town to verify the quality of the Work performed or to verify that deficient work has been corrected.

<u>STRING TRIMMING.</u> Shall be used to maintain any area that is not accessible by mowing equipment. In turf areas, string trimming shall be four and one half (4.5) inches in height, depending on types of turf maintained. Scalping of sod areas shall be prohibited. (*See* Section P/Quality). The girdling of trees is to be avoided at all times.

<u>SWEEPING/BLOWING</u>. Shall be used to gather post-cut landscape and other debris from hardscape surfaces.

TOWN. Town of Southwest Ranches, Florida.

<u>TREE BED.</u> A circular area extending three (3) foot from a tree trunk, surrounding any individual trees not planted in multiples in landscape beds.

<u>TREE SERVICES.</u> 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.

<u>TRASH RECEPTACLE.</u> 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.

<u>WEEDING.</u> The removal of unwanted plat 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.

<u>WORK.</u> The result of performing services, furnishing labor, furnishing and incorporating materials and equipment, as required by the RFP, Contract Documents and addendums.

## APPENDIX A PROPOSAL SCHEDULE

The undersigned hereby proposes to furnish all labor, equipment and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addenda, if issued, for the lump sum price shown below.

ITEM	DESCRIPTION	<u>UNITS</u>	<b>QUANTITY</b>	UNIT PRICE	TOTAL PRICE

## TOTAL BASE PROPOSAL PLUS ADD ALTERNATIVE

\$\_\_\_\_\_

Proposer\_\_\_\_\_

The quantities indicated in the Proposal and Proposal Forms are estimates of the work. The Town does not guarantee the quantities shown on the Proposal form. Bidder/Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as Principal or Principals is/are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proposer shall furnish prices for all Proposal items. Failure to do so may render the Proposal invalid and cause its rejection. Also, evidence that the Proposer holds appropriate licenses to perform the Work which is the subject of this Proposal, and as required by Florida Statutes and local law, must be submitted along with the Proposal. Proposers must also have the insurances and any applicable bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

All applicable federal, state and local taxes, permit fees, insurance, and performance and payment bonds are included in the Proposal price. In the event of any discrepancy in the line item amounts, the calculated total shall control.

Both the Proposer and the licensee shall fill in the information on next page, pursuant to chapter 489, Florida Statutes. Licensee is defined as the person who is the licensed Contractor who qualifies the Bidding Company, Corporation or Partnership. If the Proposer is an individual, he must be licensed. (Please print or type, excluding signatures).

# [Remainder of page intentionally left blank]

48

# PROPOSER INFORMATION

NAME:	
ADDRESS:	
FEIN:	
LICENSE NUMBER:	STATE OR COUNTY:
LICENSE TYPE:(Attach copy of licent	se)
	h 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	l Principal
Ву:	
Title:	(If the Proposer is a Corporation, affix corporate

# APPENDIX "B" PROPOSAL FORMS

## SERVICE CATEGORIES/MAINTENANCE LOCATIONS/ZONES

## **SERVICE CATEGORY A:**

RIGHT-OF-WAY MAINTENANCE - ROADS/MEDIANS/SWALES - GRIFFIN ROAD EAST All counts and quantities provided are approximate.

Zone 1. GRIFFIN ROAD EAST

ROW: Flamingo Rd. to SW 148 Ave.

- a.) North swale All from edge of pavement to top of canal bank
- b.) Medians All
- c.) 3 Retention Ponds
- d.) South swale All from edge of pavement to property line

## Zone 2. GRIFFIN ROAD WEST

ROW: west of Dykes Rd. to east of SW 188 Ave.:

- a.) North swale from edge of pavement to top edge of swale Dykes Rd. to SW 188 Ave.
- b.) Medians All
- c.) South swale All

## **SERVICE CATEGORY B:**

## RIGHT-OF-WAY MAINTENANCE - ROADS / MEDIANS/ SWALES

Zone 3. GRIFFIN ROAD/C-11 Canal Bank Trail: From top edge of swale to top of canal bank

- a.) Flamingo Rd. to SW 148 Ave.
- b.) Dykes Rd. to US 27

## **SERVICE CATEGORY C:**

RIGHT-OF-WAY MAINTENANCE - ROADS/MEDIANS/SWALES Zone 4. Griffin Rd. West

US 27 to Holiday Park entrance

Zone 4a. Dykes Road Median at Sheridan Street

Zone 5. SW 172 Ave. from Griffin to Sheridan St.

- a.) West side
- b.) East side at 4800 SW 172 Avenue plantings in ROW
- c.) East side at 6640 SW 172 Avenue plantings in ROW

Zone 6. SW 166 Ave. from Griffin to SW 51 Manor, West side

Zone 7. SW 166 Ave. south of SW 52 Place 12,430 s.f. of ROW on West side

Zone 8. SW 166 Ave. from SW 62 St. to SW 69 St., East side

Zone 9. Dykes Rd. from SW 66 St. to Segovia Circle N, East and west sides

Zone 10. Stirling Rd. from Dykes Rd. to SW 166 Ave., Median only

Zone 11. SW 50 St. (Park Place), SW 50 Court, SW 55 St., SW 60 St. (Stirling Rd.), SW 66 St., SW 68 St. - west of SW 178 Ave., North and south sides, String trimming at Guardrail

Zone 12. SW 178 Ave. between SW 54 and SW 56 St., between SW 56 and SW 58 St. between SW 68 Court and SW 70 Place, East and west sides, some north sides as per aerials, String trimming at Guardrail

Zone 13. SW 66 St. between SW 178 and SW 172 Avenues, North side

Zone 14. Hawke's Bluff Ave. (Adjacent to Griffin Rd. west of I-75 interchange) east of Dykes Rd. to Southwest Ranches / Davie Municipal boundary

Zone 15. SW 148 Ave. (Volunteer Rd.) between Griffin Rd. and Sheridan St., East side

Zone 16. SW 142 Ave. (Hancock Rd.) between Griffin Rd. and Sheridan St., East side

Zone 17. SW 136 Ave. (Holatee Trail) from Old Sheridan St. to East Palomino Drive, East side

Zone 18. SW 50 St. (East Palomino Drive), east of 13601 address only, North side

Zone 19. SW 50 St. (West Palomino Drive), South side

Zone 20. SW 60 St. (Stirling Rd.) between SW 195 and SW 196 Ave., North side

Zone 21. SW 130 Ave. (Melaleuca Rd.) from Old Sheridan St. to Stirling Rd., West side

Zone 22. SW 130 Ave. (Melaleuca Rd.) from Stirling Rd. to end of roadway, East side

Zone 23. SW 72 St. (Old Sheridan St.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side

Zone 24. SW 69 St. (Mustang Trail) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side

Zone 25. SW 66 St. (Luray Rd.) from SW 148 Ave. to SW 127 Ave. (Appaloosa Trail), South side

Zone 26. SW 63 St. (Sunset Lane) from SW 148 Ave. to SW 142 Ave. (Hancock Rd.), South side

Zone 27. SW 60 St. (Stirling Rd.) from SW 148 Ave. to SW 136 Ave. (Holatee Trail), South side, portion of north side, median

Zone 28. SW 60 St. (Stirling Rd.) from SW 136 Ave. (Holatee Trail) to SW 130 Ave. (Melaleuca Rd.), North side

Zone 29. SW 60 St. (Stirling Rd.) from SW 130 Ave. (Melaleuca Rd.) to SW 127 Ave. (Appaloosa Trail), North and south sides, intersection, various

Zone 30. SW 127 Ave. (Appaloosa Trail) from Old Sheridan St. to Stirling Rd., East side

Zone 31. SW 51 Manor swale / Right-of-Way at Frontier Trails Park (SW 193 Lane)

Zone 32. SW 54 Place from SW 166 Ave to 230' east of SW 164 Ter., median only

Zone 44. SW 210 Terrace drainage swale

# [INTENTIONALLY LEFT BLANK]

## SERVICE CATEGORIES/MAINTENANCE FREQUENCIES\*

Location/	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Zone													
Right-of-Way	16	1	1	1	1	1	2	2	2	2	1	1	1
Mowing,													
Trimming													
and													
Maintenance													
Canal bank	16	1	1	1	1	1	2	2	2	2	1	1	1
Mowing and													
Trimming													
String	16	1	1	1	1	1	2	2	2	2	1	1	1
Trimming													
Only													
Maintenance													
ROW / Line	8+/-	Up to	o 8 time	s per ye	ar as dii	rected							
of sight/		-r ·		r - je									
Brush back													
A. 1&2, C. 4	28	1	1	1	2	3	3	3	3	3	3	3	2
& C. 4 a.	20	1		1	-	5	5	5	5	5	5	5	-
Griffin Road													
East & West,													
Dykes Road													
Median													
Maintenance													
B. 3. C-11	28	1	1	1	1	2	3	3	3	3	3	2	1
Trail Mowing	20	1	1	1	1	2	5	5	5	5	5	2	1
& String													
Trimming													
Maintenance													
C. 44 SW 210	24	2	2	2	2	2	2	2	2	2	2	2	2
C. 44 SW 210 Terrace	24	2	2	2	2	2	2	2	2	2	2	2	2
Swale													
Maintenance													
Shrub/	16	1	1	1	1	1	2	2	2	2	1	1	1
	10	1	1	1	1	1	2	2	2	2	1	1	1
Landscape													
Material													
Trimming			<u> </u>								<u> </u>		
Fertilization	2	0	1	0	0	0	0	0	0	0	1	0	0
Mulching	1-2		<u> </u>	<u> </u>	<u> </u>				-		-		-
Litter	24	2	2	2	2	2	2	2	2	2	2	2	2
Removal													
Tree bed	6	1	0	1	0	1	0	1	0	1	0	1	0
weeding													

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

# MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL):

# **RIGHT-OF-WAY MAINTENANCE – ROADS/MEDIANS/SWALES**

Service Category	Location/ Zone #	Location/Zone Name	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
A	1	GRIFFIN ROAD EAST ROW: Flamingo Rd. to SW 148 Ave. a.) North swale – All from edge of pavement to top of canal bank b.) Medians – All c.) 3 Retention Ponds		Siree(s)
		d.) South swale – All from edge of pavement to property line	\$	\$
A	2	GRIFFIN ROAD WEST ROW: west of Dykes Rd. to east of SW 188 Ave.: a.) North swale – from edge of pavement to top edge of swale – Dykes Rd. to SW 188 Ave. b.) Medians – All		
В	3	<ul> <li>c.) South swale – All</li> <li>Griffin Road/ C-11 Canal Bank Trail:</li> <li>From top edge of swale to top of canal bank</li> <li>a.) Flamingo Rd. to SW 148 Ave.</li> <li>b.) Dykes Rd. to US 27</li> </ul>	\$\$	\$
С	4	Griffin Road West US 27 to Holiday Park entrance	\$	\$
С	4A.	Dykes Road median at Sheridan Street	\$	\$
C	5	SW 172 Ave. from Griffin to Sheridan St. a.) West side b.) East side at 4800 SW 172 Avenue – ROW planting c.) East side at 6640 SW 172 Avenue – ROW planting	\$	\$
С	6	SW 166 Ave. from Griffin to SW 51 Manor, West side	\$	\$

С	7	SW 166 Ave. south of SW 52 Place		
		12,430 s.f. of ROW on West side	\$	\$
С	8	SW 166 Ave. from SW 62 St. to SW 69		
		St., East side	\$	\$
С	9	Dykes Rd. from SW 66 St. to Segovia		
		Circle N, East and west sides	\$	\$
С	10	Stirling Rd. from Dykes Rd. to SW 166		
		Ave., Median only	\$	\$
С	11	SW 50 St. (Park Place), SW 50 Court,		
		SW 55 St., SW 60 St. (Stirling Rd.),		
		SW 66 St., SW 68 St		
		west of SW 178 Ave.,		
		North and south - Guardrail String		
		trimming	\$	\$
С	12	SW 178 Ave. between SW 54 and SW	Ψ	Ψ
C	12	56 St., between SW 56 and SW 58 St.,		
		between SW 68 Court and SW 70		
		Place, East and west sides, some north		
		sides - String trimming at Guardrail		
		sides - Sumg umming at Oualuran	\$	\$
С	13	SW 66 St. between SW 178 and SW	Ŷ	Ф
C	15		\$	\$
0	1.4	172 Aves, North side	\$	<u></u> م
C	14	Hawke's Bluff Ave (Adjacent to		
		Griffin Rd. west of I-75 interchange)		
		east of Dykes Rd. to Southwest		
		Ranches / Davie Municipal boundary -	<i>•</i>	<i>.</i>
~		30,500 s.f. of ROW on north side	\$	\$
С	15	SW 148 Ave. (Volunteer Rd.) between		
		Griffin Rd. and Sheridan St., East side	\$	\$
С	16	SW 142 Ave. (Hancock Rd.) between		
-		Griffin Rd. and Sheridan St., East side	\$	\$
С	17	SW 136 Ave. (Holatee Trail) from Old	Ŷ	Ψ
C	17	Sheridan St. to East Palomino Drive,		
		East side	\$	\$
С	18	SW 50 St. (East Palomino Drive), east	Ψ	Ψ
C	10	of 13601 address only, North side	\$	\$
С	19	SW 50 St. (West Palomino Drive),	Ψ	Ψ
C	19	South side	S	\$
С	20	SW 60 St. (Stirling Rd.) between SW	3	Ф
C	20			
		195 and SW 196 Ave., North side	¢	¢
0			\$	\$
C	21	SW 130 Ave. (Melaleuca Rd.) from		
		Old Sheridan St. to Stirling Rd., West	ф.	¢
9		side	\$	\$
С	22	SW 130 Ave. (Melaleuca Rd.) from		

		Stirling Rd. to end of roadway, East	
		side	\$ \$
С	23	SW 72 St. (Old Sheridan St.) from SW	
		148 Ave. to SW 127 Ave. (Appaloosa	
		Trail), South side	\$ \$
С	24	SW 69 St. (Mustang Trail) from SW	
		148 Ave. to SW 127 Ave. (Appaloosa	
		Trail), South side	\$ \$
С	25	SW 66 St. (Luray Rd.) from SW 148	
		Ave. to SW 127 Ave. (Appaloosa	
		Trail), South side	\$ \$
С	26	SW 63 St. (Sunset Lane) from SW 148	
		Ave. to SW 142 Ave. (Hancock Rd.),	
		South side	\$ \$
С	27	SW 60 St. (Stirling Rd.) from SW 148	
		Ave. to SW 136 Ave. (Holatee Trail),	
		South side, portion of north side,	
		median	
			\$ \$
С	28	SW 60 St. (Stirling Rd.) from SW 136	
		Ave. (Holatee Trail) to SW 130 Ave.	
		(Melaleuca Rd.), North side	\$ \$
С	29	SW 60 St. (Stirling Rd.) from SW 130	
		Ave. (Melaleuca Rd.) to SW 127 Ave.	
		(Appaloosa Trail), North and south	
		sides, intersection, various	\$ \$
С	30	SW 127 Ave. (Appaloosa Trail) from	
		Old Sheridan St. to Stirling Rd., East	
		side	\$ \$
С	31	SW 51 Manor Swale / Right-of-Way at	
		Frontier Trails Park (SW 193 Lane)	
			\$ \$
С	32	SW 54 Place from SW 166 Ave to 230'	
		east of SW 164 Ter., median only	
			\$ \$
С	44	SW 210 Terrace Drainage Swale	\$ \$
<b>SUBTO</b>	TAL RIGHT	-OF-WAY MAINTENANCE – ROADS/	\$
MEDIAN	NS/SWALES	5	

\*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

# PROPOSER'S SIGNATURE: \_\_\_\_\_

# COMPANY NAME: \_\_\_\_\_

# MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)

Item No.	Services	Unit	Unit Price \$	
1.	ROW Maintenance/Mowing	Per Square Foot		
2.	String Trimming Only Maintenance	Per Linear Foot (20' +/- width)	\$	
3.	String Trimming Only Maintenance	Per Square Foot	\$	
4.	String Trimming Only Maintenance	Per Square Foot	\$	
5.	Weeding Only Maintenance	Per Square Foot	\$	
6.	Edging Only Maintenance	Per Linear Foot	\$	
7.	Line of Sight/Brushback	Per Linear Foot (20' +/- width)	\$	
8.	Herbicide spraying	Per Square Foot	\$	
9.	Laborer/Groundskeeper	Per hour 8:00 a.m 4:30 p.m., Mon-Fri =	\$	
10.	Laborer/Groundskeeper	Per hour for all other times =	\$	
11.	Supervisor/Foreman	Per hour 8:00 a.m 4:30 p.m., Mon-Fri =	\$	
12.	Supervisor/Foreman	Per hour for all other times =	\$	
13.	Certified Arborist	Per hour 8:00 a.m 4:30 p.m., Mon-Fri =	\$	
14.	Certified Arborist	Per hour for all other times =	\$	
15.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator	Per hour =	\$	
16.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator	Per day =	\$	
17.	Skidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000Per week=		\$	
18.	Ibs., with operatorSkidsteer Loader with bucket, forks and tree boom attachment with a minimum operating capacity of 3000 lbs., with operator		\$	
19.	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	nimum operating		
20.	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operator	Per week=	\$	
21.	Combination Front End Loader and Backhoe with a minimum operating	Per month =	\$	

weight of 13,000 lbs., with operator		
Combination Front End Loader and	Per day =	\$
Backhoe with a minimum operating		
weight of 13,000 lbs., with operator		
Min. 15,000 GVM Dump Truck	Per week=	\$
with Operator		
Min. 15,000 GVM Dump Truck	Per month =	\$
with Operator		
· 1	Per day =	\$
-	Per week=	\$
*		
	Per month =	\$
	Per day =	\$
		\$
		\$
•	Per day =	\$
-	Per week=	\$
· · · · · · · · · · · · · · · · · · ·		
	Per month =	\$
	Per day =	\$
		\$
C A	Per Linear Foot=	\$
		\$
	Per pallet furnished & installed	\$
• • •	Per pallet furnished & installed	\$
•	-	\$
<b>▲</b> · · · ·	Per 50 lb. in place	\$
		<b>.</b>
e ,	Per lb. in place	\$
	<b>N</b> 11 1	
	Per lb. in place	\$
granular form		ф.
		\$
Removal & Proper disposal of	Per Cubic Yard	Ψ
debris		
debris     Fill Material, per cubic yard	Per Cubic Yard	\$
debris		
	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operatorMin. 15,000 GVM Dump Truck with OperatorMin. 15,000 GVM Dump Truck	Combination Front End Loader and Backhoe with a minimum operating weight of 13,000 lbs., with operatorPer day =Min. 15,000 GVM Dump Truck with OperatorPer week=Min. 15,000 GVM Dump Truck with OperatorPer month =Min. 15,000 GVM Dump Truck with OperatorPer day =Min. 15,000 GVM Dump Truck with OperatorPer day =Min. 15,000 GVM Dump Truck with OperatorPer day =Min. 15,000 GVM Dump Truck with OperatorPer month =Watering Truck with OperatorPer month =Watering Truck with OperatorPer month =Watering Truck with OperatorPer month =Hydraulic Bucket Truck with a reach of 55', with operatorPer day =Hydraulic Bucket Truck with a reach of 55', with operatorPer month =Hydraulic Bucket Truck with a reach of 55', with operatorPer month =Hydraulic Bucket Truck with a reach of 55', with operatorPer day =Hydraulic Bucket Truck with a reach of 55', with operatorPer day =Mowing of turf area - Acreage Mowing of turf area - AcreagePer acre=Mowing of turf area - ROW (20' +/- width)Per Cubic Yard installedSt. Augustine Sod per pallet furnished & installedPer pallet furnished & installed8-2-10 - 90% sulphur coated granular formPer 50 lb. in placeMicronutrients: Manganese, in granular formPer lb. in place

or sand fill					
Fill Material, per cubic yard furnished and installed – Concrete	Per Cubic Yard	\$			
	Den True	¢			
		\$			
(preferred method)	Per Tree	\$			
Staking and guying - board and batten materials (3" or greater caliper trees)	Per Tree	\$			
Staking and guying - lodge poles and sisal materials (3" or less caliper trees)	Per Tree	\$			
Removal of exotic / hazard tree	Per Caliper inch of trunk	\$			
Removal of exotics & vines within planted areas	Per hour =	\$			
Litter removal along roadsides and median	Per "non-maintenance" Week	\$			
% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	%	\$			
Miscellaneous Code	Enforcement Services				
Mowing/lawn maintenance	Per individual proposal				
	Fill Material, per cubic yard furnished and installed – Concrete screeningRe-set downed / wind thrown treeStaking – root ball staking – (preferred method)Staking and guying - board and batten materials (3" or greater caliper trees)Staking and guying - lodge poles and sisal materials (3" or less caliper trees)Removal of exotic / hazard treeRemoval of exotics & vines within planted areasLitter removal along roadsides and median% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	Fill Material, per cubic yard furnished and installed – Concrete screeningPer Cubic YardRe-set downed / wind thrown treePer TreeStaking – root ball staking – (preferred method)Per TreeStaking and guying - board and batten materials (3" or greater caliper trees)Per TreeStaking and guying - lodge poles and sisal materials (3" or less caliper trees)Per TreeRemoval of exotic / hazard treePer Caliper inch of trunkRemoval of exotics & vines within planted areasPer "non-maintenance" WeekUitter removal along roadsides and medianPer "non-maintenance" Week% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)Miscellaneous Code Enforcement Services			

\*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

# PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

# PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, machinery and services to perform Town Wide Park and Right-of-Way Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE: \_\_\_\_\_

PROPOSER'S NAME:\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

## **OTHER REQUIRED SIGNATURES AND SUBMITTALS**

Proposers are required to complete, provide and/or execute the documents in this section. Response to the Required Signatures and Submittals will be utilized as part of the Town's overall proposal evaluation and contract selection procedure.

# PROPOSAL SECURITY

Simultaneous with the delivery of an executed Proposal, Proposer shall furnish to the Town Proposal Security in an amount equal to five percent (5%) of the total annual amount proposed for all services. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an authorized agent in the State of Florida, or in the form of cash, cashier's check payable to the Town of Southwest Ranches, Florida and drawn on a Florida bank, or in the form of an irrevocable letter of credit or other alternative form of security acceptable to the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

# **CONTRACTOR QUALIFICATIONS**

Evidence that the Proposer holds appropriate licenses to perform the Work sought in this Proposal, and as required by Florida Statues and Local law, must be submitted with the Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation.

# **CONFLICTS OF INTEREST**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Proposals, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

[Remainder of page intentionally left blank]

April 24, 2025 Regular Meeting

## APPENDIX C DISCLOSURE OF OWNERSHIP INTEREST

# TO: TOWN OF SOUTHWEST RANCHES OFFICIALLY DESIGNATED REPRESENTATIVE

# STATE OF FLORIDA COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_\_\_, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

[] an individual or

[] the \_\_\_\_\_\_ of \_\_\_\_\_.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its Town Council.

2. Affiant's address is:

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to profit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches policy, and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

# AFFIANT FURTHER SAYETH NAUGHT.

\_\_\_\_\_, Affiant

(Print Affiant Name)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_\_ as identification and who did take an oath.

Notary Public

(Print Notary Name) State of \_\_\_\_\_\_ at Large My Commission Expires:\_\_\_\_\_

## **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** 

# APPENDIX D DRUG FREE WORKPLACE

Proposers must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

PROPOSER'S SIGNATURE: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

# APPENDIX E SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

and (if applicable) its Federal Employer Identification Number (FEIN) is

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:

(i). A predecessor or successor of a person convicted of a public entity crime; or

(ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

RFP 20-008

5. I understand that a "person" as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

PROPOSER:		
By:		
(Printed Name)		
(Title)		
Sworn to and subscribed before me this	day of	, 20
Personally known Or Produced Identification		
Or Produced Identification(Type of Identific	cation)	
Notary Public - State of		
Notary Signature		
My Commission Expires		

(Printed, typed, or stamped commissioned name of notary public)

# APPENDIX F NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ ) ss:

County of\_\_\_\_\_ )

\_\_\_\_\_being first duly sworn deposes and says that:

- (1) He/She is the \_\_\_\_\_(Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_\_the Proposer that has submitted the attached Proposal;
- (2) He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Bid price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

# [Signatures on next page]

PROPOSER:		
By:	_	
(Printed Name)	_	
(Title)	_	
Sworn to and subscribed before me this	_day of,	, 20
Personally known		
Or Produced Identification(Type of Identification	on)	
Notary Public - State of		
Notary Signature		
My Commission Expires		

(Printed, typed, or stamped commissioned name of notary public)

# APPENDIX G CERTIFICATE OF AUTHORITY (If Individual/Sole Proprietor)

State of	)
	) ss:
County of	)
I HEREBY CERTIFY that	
Owner of (Company name)	, is hereby authorized to execute
the Proposal dated	20, to the Town of Southwest Ranches and his
	by the undersigned, shall be the official act and deed of (Company Name)

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

Secretary:

(SEAL)

PROPOSER:\_\_\_\_\_

# APPENDIX H CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of \_\_\_\_\_)

) ss:

County of\_\_\_\_\_ )

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of \_\_\_\_\_\_, held on \_\_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

"RESOLVED, that \_\_\_\_\_\_, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, \_\_\_\_\_\_, 20\_\_\_, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

Secretary:

(SEAL)

PROPOSER:

# APPENDIX I CERTIFICATE OF AUTHORITY (If Partnership)

State of	)		
	) ss:		
County of	)		
I HEREBY CER	TIFY that a meeting of	the Partners of the	
		s of the State of lution was duly passed and adop	, held on
"RESOLVED, t	hat,		, as of the
20, to the Town of	Southwest Ranches an	ecute the Proposal dated d this partnership and that his shal	execution thereof,
I further certify t	hat said resolution is no	ow in full force and effect.	
IN WITNESS W 20	HEREOF, I have here	eunto set my hand this, day	of,
		Secretary: (SEAL)	

PROPOSER:\_\_\_\_\_

# APPENDIX J CERTIFICATE OF AUTHORITY (If Joint Venture)

State of)
) ss: ) ) ) ) )
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
20

Secretary: (SEAL)

PROPOSER:\_\_\_\_\_

# APPENDIX K PROPOSAL BOND

Bond No	
BID BOND	
State of	)
	) ss:
County of	)
KNOW ALL MEN BY THE	SE PRESENTS, that we,
	_, as Principal, and
Southwest Ranches, a mun	, as Surety, are held and firmly bound unto the Town of icipal corporation of the State of Florida, in the penal sum of (\$), lawful money of the United States, for
the payment of which sum	well and truly to be made, we bind ourselves, our heirs, executors, s jointly and severally, firmly by these presents.
	S OBLIGATION IS SUCH that whereas the Principal has submitted dated 20 for:

# "RFP No.: 20-008: Town-Wide Right of Way Maintenance Services"

# NOW, THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternate
- (b) If said Proposal shall be accepted and the Principal shall properly execute and deliver to said Town the appropriate Contract Documents, including any required insurance and bonds, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Proposal, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, the name and the corporate seal of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

# [Signatures on next page]

RFP 20-008

36186950.1

PROPOSER:	
Ву:	
Title:	
IN PRESENCE OF:(Ind (SEAL)	vidual or Partnership Principal)
	(Business Address)
	(City/State/Zip)
SURETY: By:	(Business Phone)
(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:

Date: \_\_\_\_\_

# APPENDIX L GOVERNMENTAL CONTACT INFORMATION

Please list NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON

PROPOSER: \_\_\_\_\_

# APPENDIX M ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

# TO THE TOWN OF SOUTHWEST RANCHES:

\_\_\_\_\_\_, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to \_\_\_\_\_\_'s failure to comply with such regulations.

ATTEST

CONTRACTOR

BY:\_\_\_\_\_

Print Name

Date: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

# APPENDIX N PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request For Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the Proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request For Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposer s who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the Proposal Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer:

Proposer's Name:

Proposer's Address: \_\_\_\_\_

Proposer's Phone Number: \_\_\_\_\_

Proposer's Email:

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):

[Signatures on next page]

PROPOSER:	
State of Florida	
County of	
The foregoing instrument was acknowledged before me this _ by of known to me or who has produced not) take an oath.	(Proposer), who is personally
WITNESS my hand and official seal.	
NOTARY Public Records of County, Florida	

Notary Signature

Name of Notary Public: (Print, Stamp, or type as Commissioned)

PROPOSER: \_\_\_\_\_

# APPENDIX O PROPOSER EXPERIENCE QUESTIONNAIRE

The Proposer's response to this questionnaire will be utilized as part of the Town's Proposal Evaluation and Contractor selection. Proposers must have current licensures applicable to this type of work and must have experience on comparable work.

List comparable contract experience and client references:

Project Name:
Contract Amount:
Contract Date:
Client Name:
Address:
Contact Person:
Contact Person Tel. No.:
Project Name:
Contract Amount:
Contract Date:
Client Name:
Address:
Contact Person:
Contact Person Tel. No.:

Project Name:
Contract Amount:
Contract Date:
Client Name:
Address:
Contact Person:
Contact Person Tel. No.:

PROPOSER: \_\_\_\_\_

# APPENDIX P SUB-CONTRACTOR LIST

In the form below, the Proposer shall list all Subcontractors to be used on this project if the Proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

CLASSIFICATION OF WORK	NAME	ADDRESS

PROPOSER:\_\_\_\_\_

# APPENDIX Q ACKNOWLEDGEMENT OF ADDENDA

Proposer shall indicate receipt of any addendum by initialing below for each addendum received.

Addendum No.1 \_\_\_\_\_

Addendum No.2 \_\_\_\_\_

Addendum No.4\_\_\_\_\_

[Remainder of page intentionally left blank]

# APPENDIX R LIABILITY CLAIMS

Please list the following information for all Liability Claims for the past ten (10) years:

1.	Name and Location of project:		
2.	Cont	act information for Project Owner:	
	a.	Name:	
	b.	Address:	
	c.	Phone:	
	d.	Email:	
3.	Natu	re of Claim:	
4.	Date	of Claim:	
5.		lution Date of Claim and how resolved:	
6.	If ap	plicable:	
	a.	Court Case Number:	
	b.	County:	
	c.	State:	
PRO	POSER		

# APPENDIX S W-9

# **INSERT W-9**

April 24, 2025 Regular Meeting

# APPENDIX T PROOF OF INSURANCE

# INSERT PROOF OF INSURANCE

# **APPENDIX U** ANTI-LOBBYING CERTIFICATION FORM

1. The prospective participant certifies to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of a. 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.

If any funds other than Federal appropriated funds have been paid or will be paid b. 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:	
Title:	
Signature: Date:	
88	

RFP 20-008

# APPENDIX V STATEMENT OF NO RESPONSE

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below and this form is returned to:

Procurement and Budget Officer Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330 or Email: vredman@southwestranches.org

# REASONS

- 1. \_\_\_\_\_ Do not offer this product/service or equivalent.
- 2. \_\_\_\_\_ Schedule would not permit.
- 3. \_\_\_\_\_ Insufficient time to respond to solicitation.
- 4. \_\_\_\_\_ Unable to meet specifications / scope of work.
- 5. \_\_\_\_\_ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
- 6. \_\_\_\_\_ Specifications not clear.
- 7. \_\_\_\_\_ Unable to meet bond and / or insurance requirements.
- 8. \_\_\_\_\_ Solicitation addressed incorrectly, delayed in forwarding of mail.
- 9. \_\_\_\_\_ Other (Explanation provided below or by separate attachment).

Explanation: \_\_\_\_\_

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations? \_\_\_\_Yes \_\_\_\_No

COMPANY:	
NAME:	
TITLE:	
ADDRESS:	
TELEPHONE: ()	DATE:

# APPENDIX W OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS (2 CFR 200 COMPLIANCE)

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable federal, state, county and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

# A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

# **B.** FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

# C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

# D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

RFP 20-008

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

# E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

# F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

# G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

# H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the

RFP 20-008

Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

# I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

# J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

# K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

# L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

# M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

# N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

# **O. VERIFICATION OF EMPLOYMENT STATUS**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

# P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

# Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement. Respondents must be able and willing to comply with the Town's FEMA Compliant documentation submission requirements.

# **R.** DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

# This page intentionally left blank

# EXHIBIT "A"



# AGREEMENT

# BETWEEN THE

# TOWN OF SOUTHWEST RANCHES

# AND

# FOR

# RFP NO.: 20-008 TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

# AGREEMENT FOR

### "RFP No.: 20-008 TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES

THIS IS AN AGREEMENT ("Agreement" or "Contract") made and entered into on this day of \_\_\_\_\_\_ 2020 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and (hereinafter referred to as "Contractor").

**WHEREAS,** the Town desires to contract for Town-wide Right-of-Way Maintenance Services ("Project"); and

WHEREAS, the Town advertised a Request For Proposals, RFP No. 20-008 on \_\_\_\_\_\_, 202\_ ("RFP"); and

WHEREAS, \_\_ Proposals were received by the Town on\_\_\_\_\_, 201\_; and

WHEREAS, the Town has adopted Resolution No. 201\_- \_\_\_\_ at a public meeting of theTownCouncilapprovingtherecommendedawardandhasselected\_\_\_\_\_\_for award of the Project.

WHEREAS, Contractor's Proposal is attached to this Agreement as Exhibit "A-1" and made a part hereof.

**NOW THEREFORE**, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

### Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Agreement is EXHIBIT "A" and which is made a part hereof by this reference ("Work"). This Agreement, as well as all Exhibits, the RFP, the Contractor's Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the "Contract Documents" and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor's performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good workman practices for right-of-way maintenance services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.

RFP 20-008

1.3 By submitting its Proposal and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at the sites and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.

# Section 2: Term of this Agreement and Agreement Time

2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

# "RFP No.: 20-008 TOWN-WIDE RIGHT-OF-WAY MAINTENANCE SERVICES"

- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.

# Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$\_\_\_\_\_Dollars ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to delivered to the Town once every 30 days, and (b) confirmation by Town, that the Work included in the invoice has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town.

RFP 20-008

36186950.1

# Section 4: Assignment

4.1 No assignment of this Agreement or the Work hereunder shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

# Section 5: Contractor's Responsibility for Safety, Loss and Damage

5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders, of any authority with jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.

# Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and RFP.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:

Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628

And

Broward County Board of County Commissioners 115 S Andrews Avenue Fort Lauderdale, FL 33301

6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the

RFP 20-008

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. <u>WORKER'S COMPENSATION</u>: 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. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: 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 nonowned vehicles.
  - **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry C. 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.

RFP 20-008

- D. **ENVIRONMENTAL POLLUTION INSURANCE:** The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage, is acceptable.
- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq. Saul Ewing Arnstein & Lehr 200 East Las Olas Boulevard, Suite 1000 Fort Lauderdale, Florida 33301

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.

36186950.1

### 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.

RFP 20-008

36186950.1

### Section 10: Indemnification

To the fullest extent permitted by Florida law, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

### Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assigns for the period which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

### Section 12: Sovereign Immunity

Nothing in this Agreement is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability as provided for in Florida Statutes, as worded or amended and all Florida case law interpreting same.

### Section 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

### Section 14: No Third-Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

### Section 15: Funding

The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

### Section 16: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with Local, State, County, and Federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

Failure to comply with this paragraph shall constitute a material breach of this Agreement.

### Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the 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.** <u>**Termination by Mutual Agreement.**</u> 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.

RFP 20-008

- С. 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.** <u>**Termination for Lack of Funds.</u>** 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.</u>
- **E.** <u>Immediate Termination by Town.</u> 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.

36186950.1

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Town will not release Contractor from liability.

### Section 19: Public Entity Crimes Information Statement

<u>Pursuant to Florida Statutes, Section 287.133</u>: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this section by Contractor shall result in Town's immediate termination of this Agreement.

### Section 20: Use of Awarded Proposal by Other Governmental Units

Contractor agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

### Section 21: Change Orders and Modification of Agreement

Town and Contractor may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

### Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

### Section 23: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

### Section 24: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Agreement, CONTRACTOR and TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to, or arising out of THIS agreement.

### Section 25: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

### Section 26: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Agreement.

### Section 27: Days

The terms "days" as referenced in this Agreement shall mean consecutive calendar days.

### Section 28: Written Mutual Agreement

This Agreement is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral which are merged herein.

### Section 29: No Amendment or Waiver

This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

### Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect, or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

### Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

36186950.1

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Contractor and Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and Town hereby waive any rights to a trial by jury.

### Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

### If to Town:

Town of Southwest Ranches Town Administrator 13400 Griffin Road Southwest Ranches, Florida 33330

### With a copy to:

Keith M. Poliakoff, Esq.

Saul Ewing Arnstein & Lehr 200 East Las Olas Boulevard Suite 1000 Fort Lauderdale, Florida 33301

If to Contractor:

### Section 33: Miscellaneous

- A. <u>Ownership of Documents</u>. 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.** <u>Audit and Inspection Rights and Retention of Records</u>. 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

RFP 20-008

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. <u>Independent Contractor</u>. 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.** <u>Conflicts</u>. 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. <u>Contingency Fee</u>. 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.** <u>Materiality and Waiver of Breach</u>. 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

36186950.1

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. <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- K. Truth-in-Negotiation Certificate. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: \_\_\_\_\_, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_\_ day of \_\_\_\_\_ 2020.

WITNESSES:

### **CONTRACTOR:**

By: \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_(title)

\_\_\_\_ day of \_\_\_\_\_ 202\_

### **TOWN OF SOUTHWEST RANCHES**

By: \_\_\_\_\_ Doug McKay, Mayor

\_\_\_\_\_ day of \_\_\_\_\_\_ 202\_

36186950.1

111

RFP 20-008

By: \_\_\_\_\_ Andrew D. Berns, Town Administrator

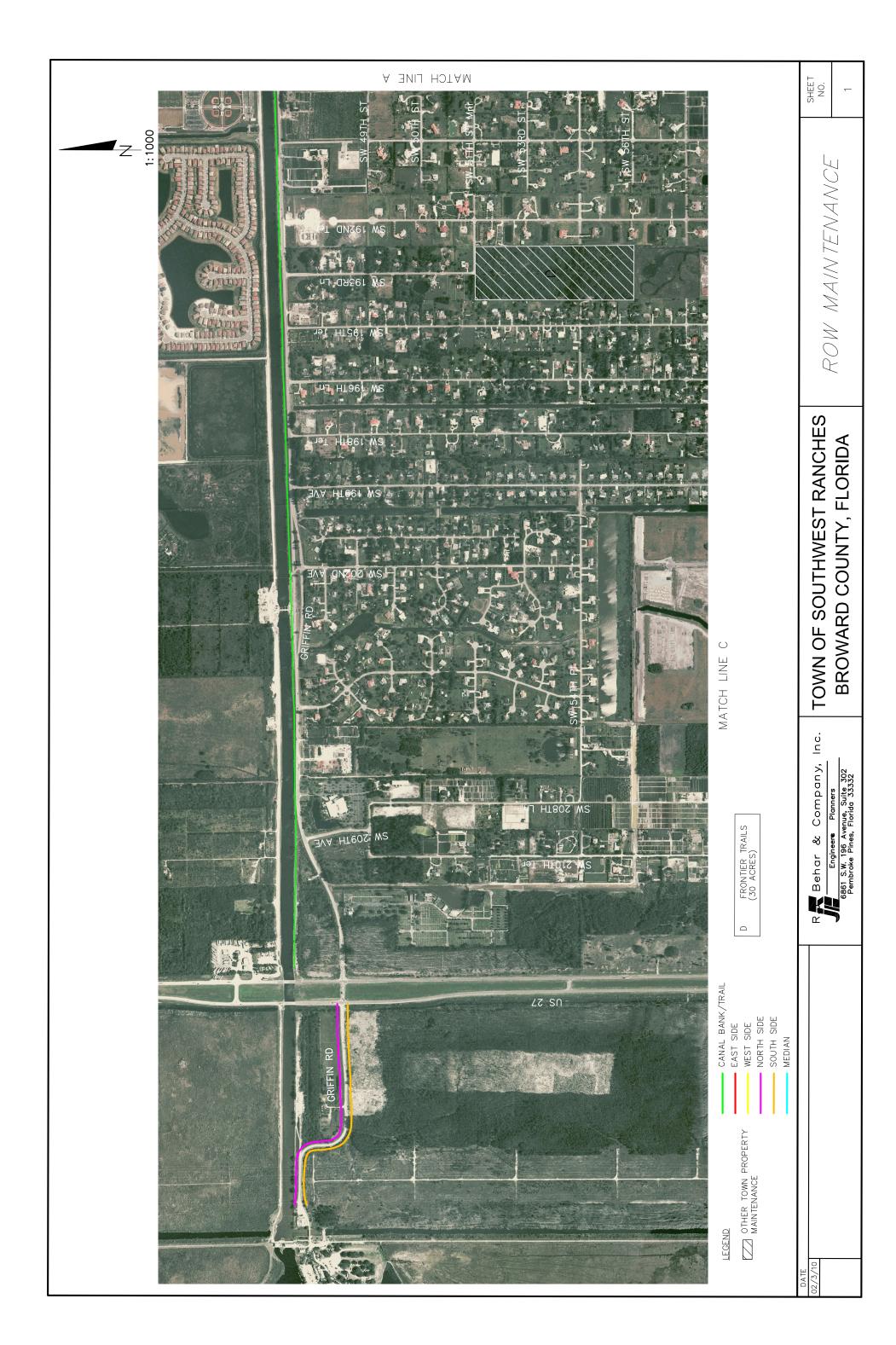
\_\_\_\_\_ day of \_\_\_\_\_\_ 202\_

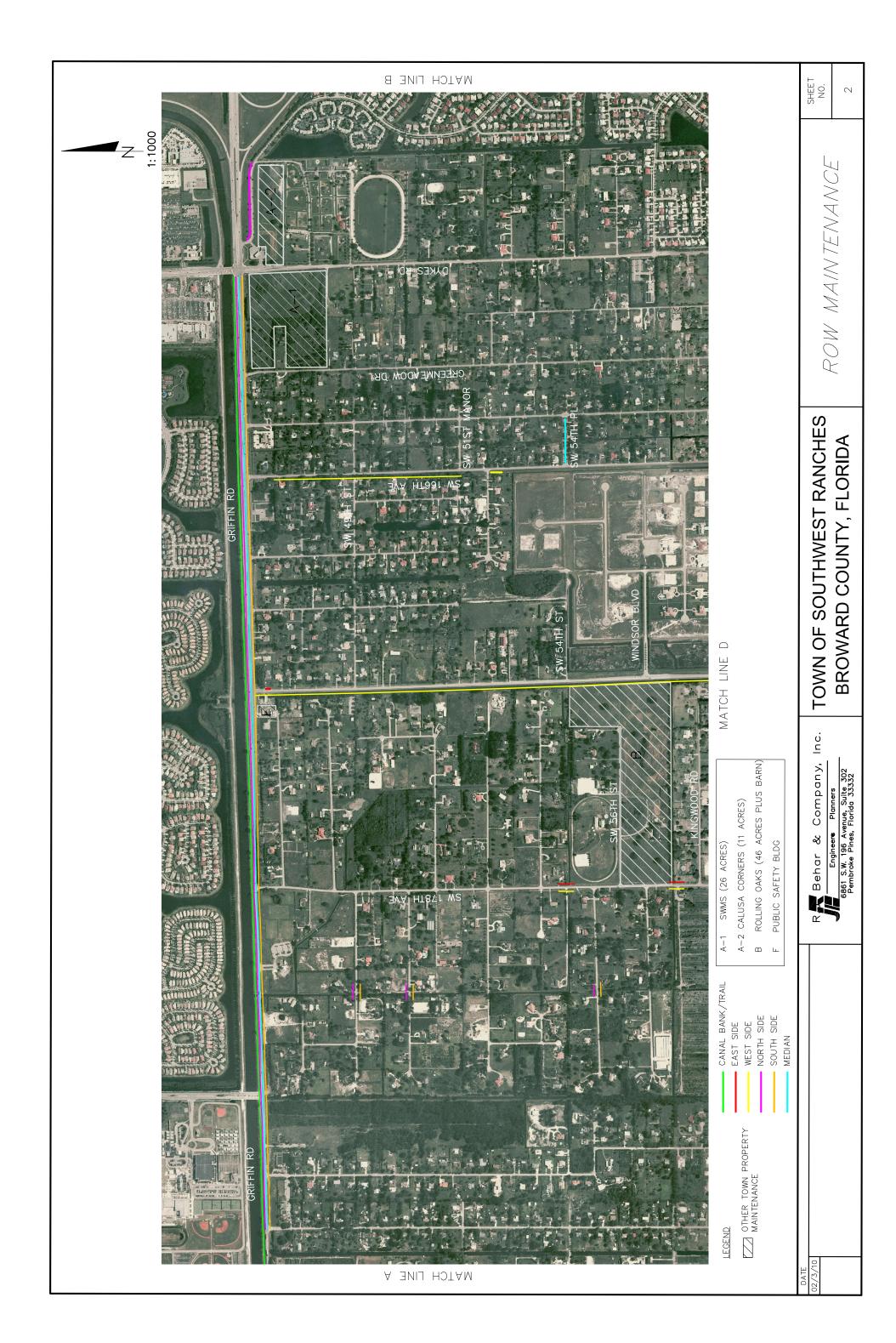
### **ATTEST:**

Russell Muñiz, Assistant Town Administrator/Town Clerk

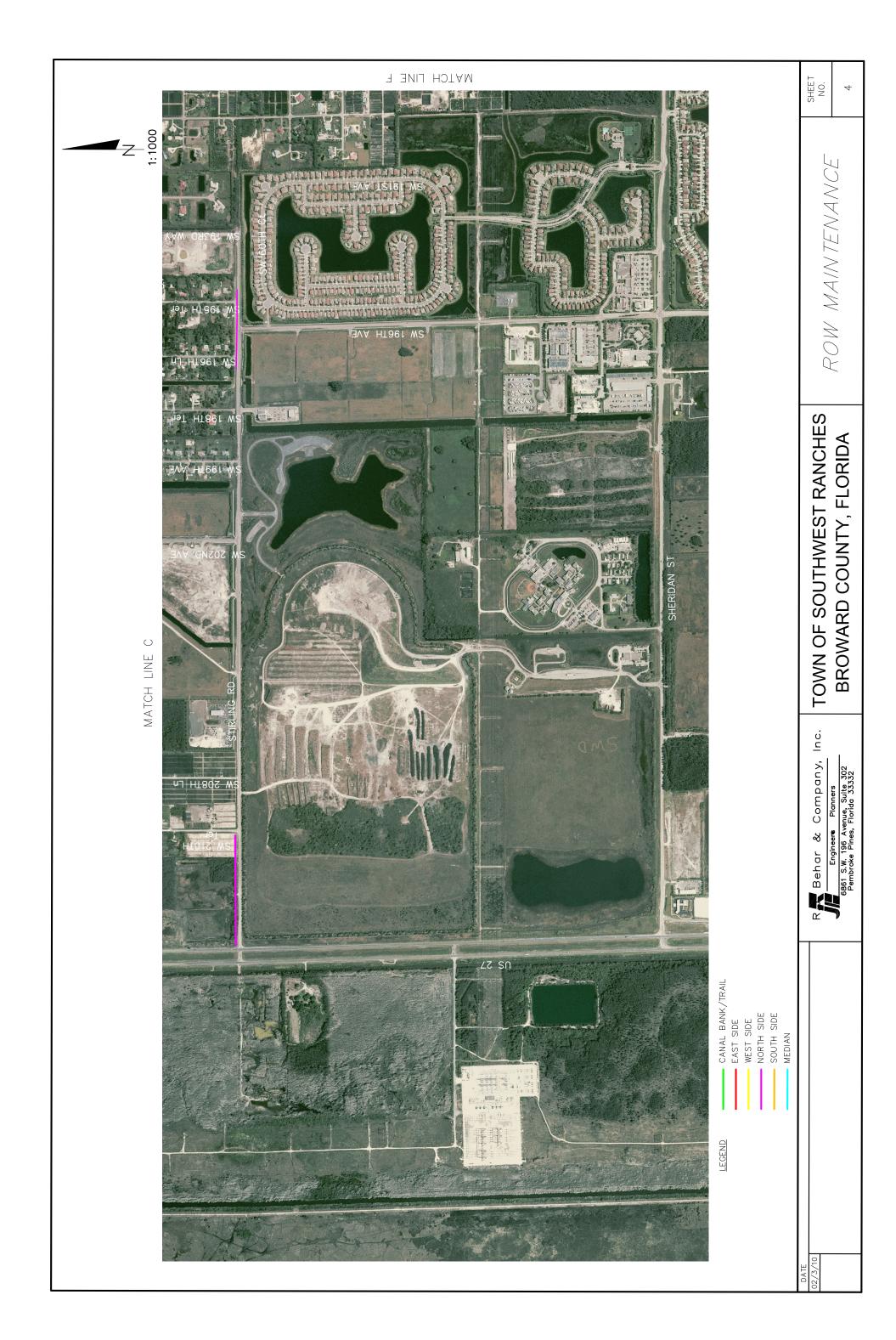
### **APPROVED AS TO FORM AND CORRECTNESS:**

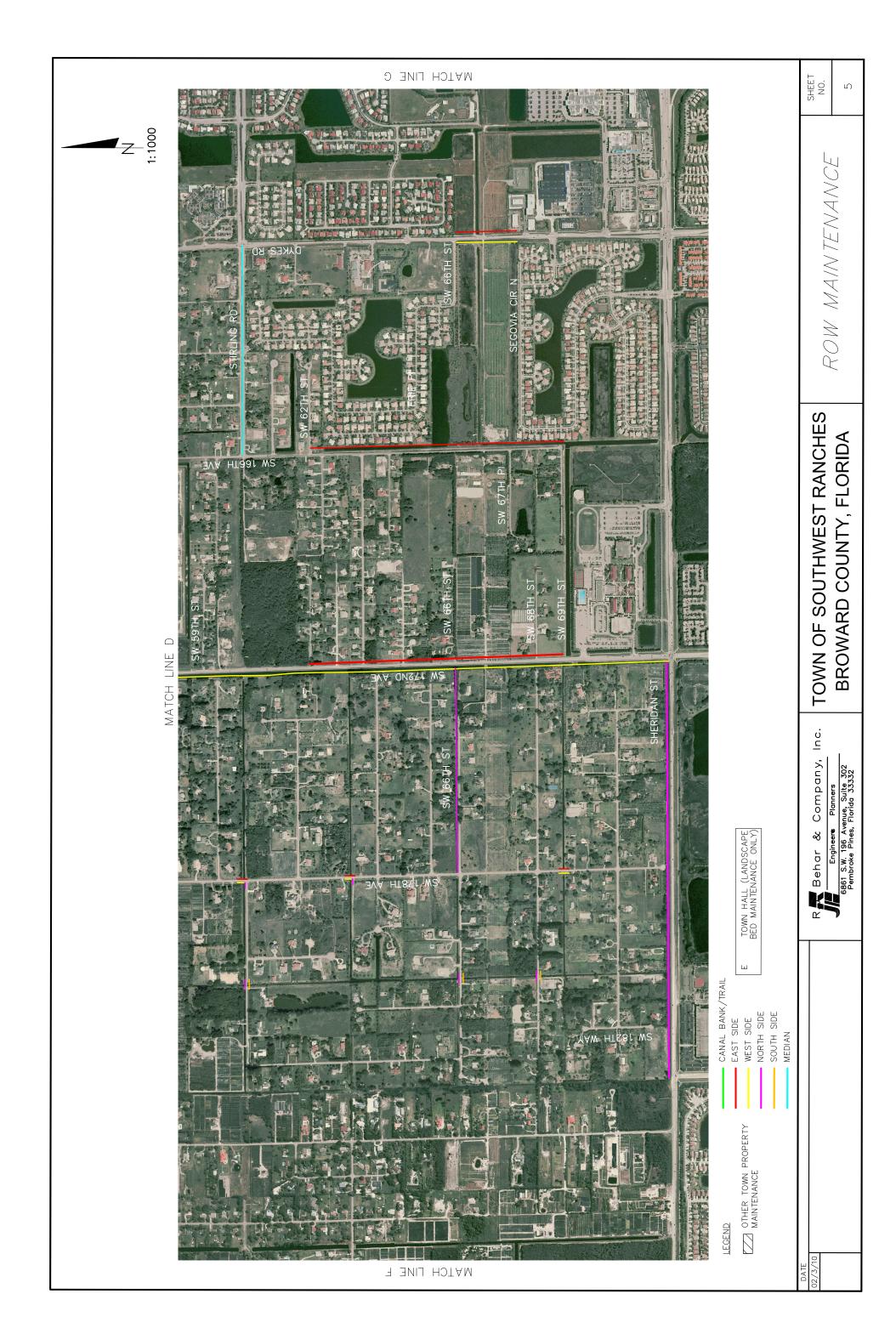
Keith M. Poliakoff, Town Attorney

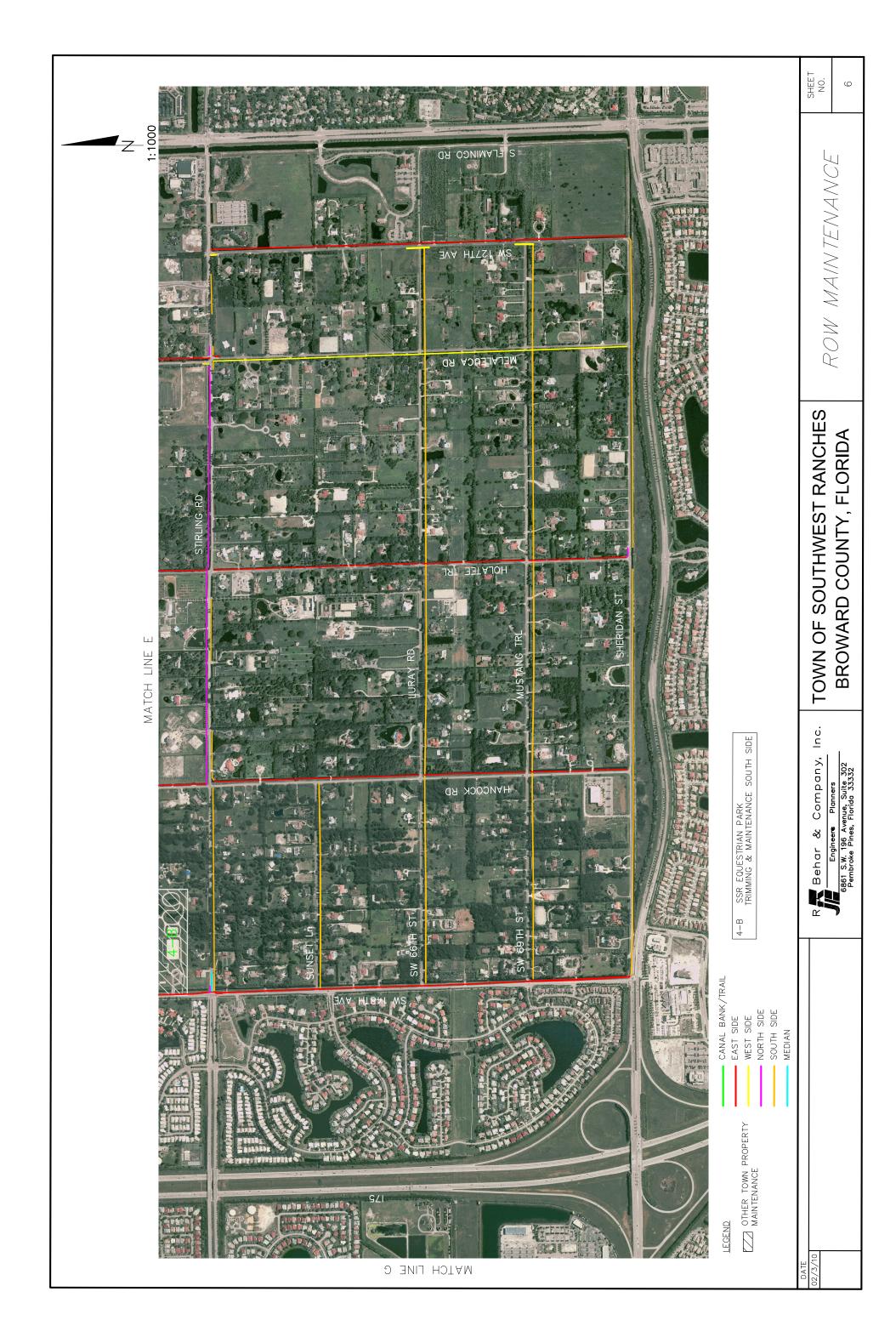












# **ADDENDUMS**

or sand fill		
Fill Material, per cubic yard furnished and installed – Concrete	Per Cubic Yard	\$
		\$
Staking – root ball staking – (preferred method)	Per Tree	\$
Staking and guying - board and batten materials (3" or greater caliper trees)	Per Tree	\$
Staking and guying - lodge poles and sisal materials (3" or less caliper trees)	Per Tree	\$
Removal of exotic / hazard tree	Per Caliper inch of trunk	\$
Removal of exotics & vines within planted areas	Per hour =	\$
Griffin Road Right of Way Litter removal along roadsides and median	Per "non-maintenance" Week	\$
% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	%	\$
Miscellaneous Code l	Enforcement Services	
Mowing/lawn maintenance	Per individual proposal	
	Fill Material, per cubic yard furnished and installed – Concrete screeningRe-set downed / wind thrown treeStaking – root ball staking – (preferred method)Staking and guying - board and batten materials (3" or greater caliper trees)Staking and guying - lodge poles and sisal materials (3" or less caliper trees)Removal of exotic / hazard treeRemoval of exotics & vines within planted areasGriffin Road Right of Way Litter removal along roadsides and median% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)	Fill Material, per cubic yard furnished and installed – Concrete screeningPer Cubic YardRe-set downed / wind thrown treePer TreeStaking – root ball staking – (preferred method)Per TreeStaking and guying - board and batten materials (3" or greater caliper trees)Per TreeStaking and guying - lodge poles and sisal materials (3" or less caliper trees)Per Caliper inch of trunkRemoval of exotic / hazard treePer Caliper inch of trunkRemoval of exotics & vines within planted areasPer hour =Griffin Road Right of Way Litter removal along roadsides and medianPer "non-maintenance" Week% markup over Plant Finder price for tree, shrub and other sod type replacements (markup to cover furnish, transportation, installation, and initial watering costs)%Miscellaneous Code Enforcement Services

\*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

### PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_



January 21, 2020

### Zone C44-SW 210 Terrace drainage swale

\*\*This is a drainage swale and corresponding catch basins. There is a fence at the site and contractors will have a key to access for maintenance. Maintenance of the site also include the area directly adjacent to the street outside the fence.

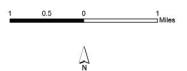
Flight Date : Jan. 2 to Jan. 29, 2019 Broward County Property Appraiser



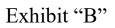
= town park or property

rk 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











### CONTRACT RENEWAL

This Renewal Agreement ("Agreement") is made and entered into as of \_\_\_\_\_\_, 2025 by and between the Town of Southwest Ranches, with its principal office located at 13400 Griffin Road, Southwest Ranches, FL 33330 ("Town"), and EDJ Service, LLC, with its principal office located at 1700 SW 68 Avenue, Plantation, FL 33317 ("Vendor").

**WHEREAS**, pursuant to Resolution No. 2020-036, on May 14, 2020, the Town and the Vendor entered into an agreement (the "Original Agreement") for the provision of Town-Wide Right of Way Maintenance services;

**WHEREAS**, this renewal provides for amendment to the Original Agreement to renew the contract for Town-Wide Right of Way Maintenance services for an additional five (5) year term, beginning on May 14, 2025;

**WHEREAS**, in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year;

WHEREAS, an immediate 2.75% Consumer Price Index (CPI) adjustment is to be activated;

**WHEREAS**, for the fiscal year of October 1, 2025 to September 30, 2026, EDJ Service, LLC will provide Town-Wide Right of Way Maintenance services for an annual base fee of \$250,256.26;

**WHEREAS**, additional services that may be requested per the RFP pricing menu will also have the 2.75% Consumer Price Index (CPI) adjustment applied;

**WHEREAS,** any proposed fee increases for maintenance services beyond the fiscal year ending September 30, 2026, must be submitted at least ninety (90) days before the annual renewal date and shall be limited to the Consumer Price Index (CPI) adjustment, with a maximum increase of a 5%, subject to the sole discretion of the Town Administrator;

**WHEREAS**, the Town and the Vendor desire to renew the Original Agreement under the terms and conditions set forth herein and approved via Resolution No. 2020-036;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Renewal Term**: The term of the Original Agreement is hereby extended for an additional five (5) year term, beginning on May 14, 2025.
- 2. **Compensation**: The Town shall pay the Vendor as outlined above.
- 3. **Scope of Services/Goods**: The Vendor shall continue to provide the services/goods as outlined in the Original Agreement. Any modifications to the scope of services/goods must be agreed upon in writing by both parties.
- 4. **Terms and Conditions**: All terms and conditions of the Original Agreement, except as expressly modified by this Agreement, shall remain in full force and effect during the Renewal Term.

- 5. **Notices**: Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail, return receipt requested, or by overnight delivery service to the addresses set forth above.
- 6. **Miscellaneous**: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by both parties. Vendor agrees to comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances, and codes in performing all Work under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Renewal Agreement as of the day and year first above written.

### TOWN OF SOUTHWEST RANCHES

### **EDJ SERVICE, LLC**

By:	By:
Name: Russell Muniz	Name:
Title: Town Administrator	Title:
Date:	Date:

1001.028.2025



Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628 (954) 434-0008 Town Hall (954) 434-1490 Fax Town Council Steve Breitkreuz, *Mayor* Bob Hartmann, *Vice Mayor* Jim Allbritton, *Council Member* Gary Jablonski, *Council Member* David S. Kuczenski, Esq., *Council Member* 

Russell C. Muniz, ICMA-CM, Town Administrator Keith M. Poliakoff, JD, Town Attorney Debra M. Ruesga, Town Clerk Emil C. Lopez, CPM, Town Financial Administrator

### **COUNCIL MEMORANDUM**

- TO: Honorable Mayor Breitkreuz and Town Council
- VIA: Russell Muniz, Town Administrator
- FROM: December Lauretano-Haines, PRF Director
- **DATE:** 4/24/2025
- SUBJECT: Contract Renewal Townwide Irrigation Maintenance

### **Recommendation**

Council approval is requested to approve the first modification extending the Agreement with Budget Sprinkler Repair, LLC for Town-Wide Irrigation Maintenance.

### Unanimous Vote of the Town Council Required?

No

### **Strategic Priorities**

B. Enhanced Resource Management

### **Background**

The Town's current 5-year contract for Town-Wide Irrigation Maintenance will expire on May 13, 2025. Town-Wide Irrigation maintenance has been satisfactory, and the vendor has provided a high level of service. The Agreement allows extensions not to exceed a total of 15 years.

### Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2024 - 2025 approved Budget – General Fund account #001-3600-572-46040 (Grounds Maintenance) and Municipal Transportation Fund account #101-5100-541-53110 (Road Materials-Griffin Road Maintenance). In order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is

slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year (09/30/2026).

### Staff Contact:

December Lauretano-Haines, Parks Recreation and Forestry Director

### ATTACHMENTS:

Description	Upload Date	Туре
Staff Memo	4/11/2025	Executive Summary
Resolution	4/11/2025	Resolution
Exhibit "A" Original Agreement	4/17/2025	Exhibit
Exhibit "B" Agreement	4/11/2025	Agreement



Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628

(954) 434-0008 Town Hall (954) 434-1490 Fax Town Council Steve Breitkreuz, Mayor Bob Hartmann, Vice Mayor Jim Allbritton, Council Member Gary Jablonski, Council Member David Kuczenski, Council Member

Russell Muniz, MPA, Town Administrator Keith M. Poliakoff, JD, Town Attorney Debra Ruesga, CMC, Town Clerk Emil C. Lopez, CPM, Town Financial Administrator

### **COUNCIL MEMORANDUM**

- TO: Honorable Mayor Breitkreuz and Town Council
- THRU: Russell Muniz, Town Administrator
- **FROM:** December Lauretano-Haines, Parks Recreation and Forestry Director
- **DATE:** April 24, 2025
- SUBJECT: A Resolution to approve a Contract Renewal, extending the Agreement with Budget Sprinkler Repair, LLC for Town-Wide Irrigation Maintenance Services

### **Recommendation**

Council approval is requested to approve the first modification extending the Agreement with Budget Sprinkler Repair, LLC for Town-Wide Irrigation Maintenance.

### **Strategic Priorities**

This item supports the following strategic priorities as identified in the Town's adopted strategic plan.

B. Enhanced Resource Management

### **Background**

The Town's current 5-year contract for Town-Wide Irrigation Maintenance will expire on May 13, 2025. Town-Wide Irrigation maintenance has been satisfactory, and the vendor has provided a high level of service. The Agreement allows extensions not to exceed a total of 15 years.

### Fiscal Impact/Analysis

Funds are available in the Fiscal Year 2024 - 2025 approved Budget – General Fund account #001-3600-572-46040 (Grounds Maintenance) and Municipal Transportation Fund account #101-5100-541-53110 (Road Materials-Griffin Road Maintenance). in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period

that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year (09/30/2026).

<u>Staff Contact:</u> December Lauretano-Haines, Parks Recreation and Forestry Director

### **RESOLUTION NO.** <u>2025-xxx</u>

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING A CONTRACT RENEWAL EXTENDING THE AGREEMENT BETWEEN THE TOWN OF SOUTHWEST RANCHES AND BUDGET SPRINKLER REPAIR, LLC FOR TOWN-WIDE IRRIGATION MAINTENANCE SERVICES: (5) APPROVING AN ADDITIONAL FIVE YEAR TERM; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE CONTRACT RENEWAL; AND **PROVIDING AN EFFECTIVE DATE.** 

**WHEREAS,** pursuant to Resolution No. 2020-037, on May 14, 2020, the Town and Budget Sprinkler Repair, LLC (the "Vendor") entered into an agreement (the "Original Agreement") for the provision of Town-Wide Irrigation Maintenance services; and

**WHEREAS,** the initial five (5) year term of the Agreement will expire on May 13, 2025; and

**WHEREAS,** Section 1.5 of Exhibit "A" to the Agreement allows extensions not to exceed a total of 15 years; and

**WHEREAS,** this renewal provides for amendment to the Original Agreement to renew the contract for Town-Wide Irrigation Maintenance services for an additional five (5) year term, beginning on May 14, 2025; and

**WHEREAS,** in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year; and

**WHEREAS,** the Agreement provides for proposed fee increases with a maximum increase of 5% annually, subject to the sole discretion of the Town Administrator; and

**WHEREAS,** the Vendor has proposed a 3% Consumer Price Index (CPI) adjustment; and

**WHEREAS,** the Town and the Vendor desire to renew the Original Agreement; and

**WHEREAS,** the Town of Southwest Ranches desires to exercise its extension and to extend the term of the Agreement with Budget Sprinkler Repair, LLC for five years, specifically through September 30, 2030, under the terms and conditions set forth herein and approved via Resolution No. 2020-037;

.

## NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

<u>Section 1.</u> Recitals. The above-referenced recitals are true and correct and are incorporated herein by reference.

<u>Section 2.</u> Approval. The Town Council hereby approves the Contract Renewal extending the Agreement between the Town of Southwest Ranches and Budget Sprinkler Repair, LLC for Town-Wide Irrigation Maintenance services for an additional (5) year term, specifically through September 30, 2030.

<u>Section 3.</u> Authorization. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Contract Renewal extending the Agreement 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 to effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

### [Signatures on Following Page]

### **PASSED AND ADOPTED** by the Town Council of the Town of Southwest

Ranches, Florida, this \_\_\_\_\_day of <u>April</u>, 2025, on a motion by \_\_\_\_\_\_ and

seconded by \_\_\_\_\_.

Breitkreuz	
Hartmann	
Allbritton	
Jablonski	
Kuczenski	

Ayes \_\_\_\_ Nays \_\_\_\_ Absent \_\_\_\_ Abstaining

Steve Breitkreuz, Mayor

ATTEST:

Debra Ruesga, CMC, Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney 1001.025.2025

# This page intentionally left blank

### **RESOLUTION NO.** <u>2020 - 037</u>

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SELECTION OF BUDGET SPRINKLER REPAIR, LLC AS THE LOWEST PRICED MOST RESPONSIVE AND RESPONSIBLE PROPOSER FOR TOWN-WIDE IRRIGATION MAINTENANCE AND REPAIR SERVICES; **APPROVING AN AGREEMENT WITH BUDGET SPRINKLER REPAIR,** LLC, WHICH ESTABLISHES THE SCOPE AND COMPENSATION FOR ITS SERVICES то PROVIDE **TOWN-WIDE** IRRIGATION MAINTENANCE SERVICES TO THE TOWN; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** in December 2019, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 20-006 seeking Town-Wide Irrigation Maintenance Services; and

**WHEREAS,** on January 28, 2020, the Town received proposals from four responsive and responsible proposers; and

**WHEREAS,** on February 4, 2020, at an advertised public hearing, the Town's Selection Committee ("SC") reviewed the four (4) proposals, and ranked Budget Sprinkler Repair, LLC as the lowest most responsive and responsible proposer; and

**WHEREAS,** the Town Council hereby approves the ranking of the SC and authorizes the Town Administrator to enter into an agreement with Budget Sprinkler Repair, LLC; and

**WHEREAS,** the project is funded in the current fiscal year 2019-2020, and the Town desires to provide funds for this project from its General Fund; and

**WHEREAS,** Budget Sprinkler Repair, LLC and the Town desire to enter into an Agreement for the provision of Town-Wide Irrigation Maintenance and Repair Services under the terms and conditions set forth hereinafter;

# NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

**Section 1.** The above-referenced recitals are true and correct and are incorporated herein by reference.

**Section 2.** After reviewing all the information provided, the Town Council hereby approves the selection of Budget Sprinkler Repair, LLC, as the lowest priced most responsive and responsible proposer, for Town-Wide Irrigation Maintenance and Repair Services.

**Section 3.** The Town Council hereby approves an Agreement between the Town of Southwest Ranches and Budget Sprinkler Repair, LLC in substantially the same form as that attached hereto as Exhibit "B", for Town-Wide Irrigation Maintenance and Repair Services.

**Section 4.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an agreement with Budget Sprinkler Repair, LLC in substantially the same form as that attached hereto as Exhibit "B" and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution

**Section 5.** This Resolution shall take effect on July 1, 2020.

### [Signatures on Following Page]

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this <u>14th</u> day of <u>May</u> 2020, on a motion by <u>M Jablanski</u> and

seconded by C/M Hartmann McKay Ayes Schroeder Nays Absent Amundson Hartmann Jablonski Doug McKay, Mayo

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff, J.D., Town Attorney 36944170.1

TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE IRRIGATION MAINTENANCE SERVICES



### AGREEMENT BETWEEN THE

### TOWN OF SOUTHWEST RANCHES

### AND

### BUDGET SPRINKLER REPAIR, LLC

### RFP NO.: 20-006 TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

- 1 - j

# AGREEMENT FOR "RFP No.: 20-006 TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

THIS IS AN AGREEMENT ("Agreement" or "Contract") made and entered into on this day of May, 2020, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Budget Sprinkler Repair, LLC (hereinafter referred to as "Contractor").

WHEREAS, the Town desires to contract for Town-wide Irrigation Maintenance Services ("Project"); and

WHEREAS, the Town advertised a Request For Proposals, RFP No. 20-006 on December 13, 2020 ("RFP"); and

WHEREAS, seven (7) Proposals were received by the Town on January 28, 2020; and

WHEREAS, the Town has adopted Resolution No. 2020- **639** at a public meeting of the Town Council approving the recommended award and has selected Budget Sprinkler Repair, LLC for award of the Project.

WHEREAS, Contractor's Proposal is attached to this Agreement as Exhibit "A-1" and made a part hereof.

**NOW THEREFORE**, in consideration of the foregoing promises and the mutual terms and conditions herein, the Town and Contractor hereby agree as follows:

# Section 1: Scope of Services

- 1.1 Upon execution of this Agreement, the Contractor agrees to perform the duties and responsibilities as defined herein and in the RFP to which this Agreement is EXHIBIT "A" and which is made a part hereof by this reference ("Work"). This Agreement, as well as all Exhibits, the RFP, the Contractor's Proposal, including all forms attached thereto, and all addenda, specifications, drawings and plans, shall be hereinafter collectively referred to as the "Contract Documents" and incorporated herein by reference. To the extent of any conflict among the Contract Documents, the more stringent criteria relative to the Contractor's performance of the Work shall govern over the less stringent criteria.
- 1.2 All Work rendered pursuant to this Agreement by Contractor shall be performed in accordance with the applicable standard of care for persons or entities performing similar work in Broward County, Florida. Contractor shall perform the Work in strict accordance with the requirements of this Agreement, all of the Contract Documents, good workman practices for irrigation maintenance services performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work.
- 1.3 By submitting its Proposal and entering into this Agreement, Contractor represents that it has visited the location of the Work and informed itself of the conditions that exist at

the sites and difficulties associated with the execution of the Work. The existing site conditions have been accounted for within the Contract Price. Furthermore, all costs for the proper disposal of excess material generated on site in the performance of the Work have likewise been included and accounted for within the Contract Price.

# Section 2: Term of this Agreement and Agreement Time

2.1 Town and Contractor agree that Contractor shall perform all Work under this Agreement for

# **"RFP No.: 20-006 TOWN-WIDE IRRIGATION MAINTENANCE SERVICES"**

- 2.2 Town shall have the ability to terminate this Agreement as provided in "Section 18: Termination."
- 2.3 Contractor shall not be entitled to any claim for damages against Town on account of hindrance or delays from any cause whatsoever. If, however, Contractor is delayed in the prosecution of the Work occasioned by an act of God, or by act or omission on the part of the Town, or due to changes ordered in the Work by Town which expand the scope and costs of the Work, such act, hindrance, or delay shall only entitle Contractor to receive an extension of time as its sole and exclusive remedy for such hindrance or delay and Contractor waives any and all other claims against Town.

# Section 3: Compensation & Method of Payment

- 3.1 Contractor shall render all Work to the Town under the Agreement for a total, not to exceed, \$24,120 Dollars (Twenty four thousand one hundred and twenty dollars) ("Contract Price").
- 3.2 Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement and with the same formality and dignity afforded the original Agreement.
- 3.3 Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every 30 days, and (b) confirmation by Town that the Work included in the invoice has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has adequately been performed, Town shall have thirty (30) days thereafter to pay the invoice.
- 3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property.

Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and Town's receipt of acceptable reports and other documentation including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Agreement.

3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by the Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of Town.

# Section 4: Assignment

4.1 No assignment of this Agreement or the Work hereunder shall be valid without the express written consent of Town, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by the Contractor, and no Work shall be subcontracted to other parties or firms without the prior written consent and approval of the Town Administrator.

# Section 5: Contractor's Responsibility for Safety, Loss and Damage

- 5.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided in order to prevent damage, injury or loss to (a) employees performing the Work and all other persons who may be affected thereby, (b) all the Work, materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders, of any authority with jurisdiction regarding the safety of persons and property, in order to provide protection from damage, injury, or loss.
- 5.2 Contractor shall also take reasonable steps to protect the Work and any adjacent or immediately surrounding property against all loss or damage, and shall promptly repair any damage done from any cause whatsoever. If such loss or damage is caused by Contractor's failure to properly protect or perform the Work, or is otherwise caused from Contractor's intentional or negligent actions or omissions, such repairs shall be without cost or expense to the Town. In the event that the loss or damage is caused solely by an employee or agent of the Town and could not reasonable be avoided by Contractor's reasonable efforts to protect the Work or surrounding property, then the Town and Contractor shall negotiate a reasonable cost to repair the damage, and such costs shall be accounted for.

# Section 6: Insurance

- 6.1 Throughout the term of this Agreement and during applicable statute of limitation periods, Contractor shall maintain, in full force and affect, all of insurance coverages required within the Agreement and RFP.
- 6.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 6.3 All Insurance Policies shall name and endorse the following as an additional named insured:

Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, FL 33330-2628

And

Broward County Board of County Commissioners 115 S Andrews Avenue Fort Lauderdale, FL 33301

- 6.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against who claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the Insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Agreement.
- 6.5 If the Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Agreement, at the time of execution of this Agreement, Contractor shall be deemed in default, and the Agreement shall be cancelled or rescinded without liability of the Town.
- 6.6 Contractor shall carry the following minimum types of Insurance:
  - A. <u>WORKER'S COMPENSATION</u>: 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. <u>BUSINESS AUTOMOBILE LIABILITY INSURANCE</u>: 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 nonowned vehicles.
- **C**. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
- D. <u>ENVIRONMENTAL POLLUTION INSURANCE</u>: The Contractor shall carry an Environmental Pollution Insurance for pollution-related incidents, including the cost of cleaning up a site after a pollution incident, with limits not less than \$500,000.00 Dollars per occurrence with deductible not greater than \$100,000.00. An additional Form or endorsement to the Commercial General Liability Insurance to include an Environmental Pollution Insurance coverage providing the specified coverage is acceptable.
- 6.7 Contractor shall provide Town with a copy of the Certificates of Insurance or endorsements evidencing the types of Insurance and coverages required by this Section prior to beginning Work under this Agreement and, at any time thereafter, upon request by Town.
- 6.8 Contractor's Insurance Policies shall be endorsed to provide Town with at least thirty (30) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

Town of Southwest Ranches 13400 Griffin Road Southwest Ranches, Florida 33330

And

Keith M. Poliakoff, Esq. Saul Ewing Arnstein & Lehr 200 East Las Olas Boulevard, Suite 1000 Fort Lauderdale, Florida 33301

- 6.9 Contractor's Commercial General Liability Insurance policy shall be on an "occurrence" basis only and shall not be a "claims-made" policy.
- 6.10 If any of Contractor's Insurance policies include a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be at least five (5) times the occurrence limits specified above in this article.
- 6.11 The Contractor shall not commence operations, and/or labor to complete any of the Work pursuant to this Agreement until certification or proof of insurance issued directly by the insurance company underwriting department or insurance agent, detailing terms and provisions of coverage, has been received and approved by the Town.
- 6.12 If any of Contractor's initial insurance expires prior to the completion of the Work, renewal copies of Policies shall be furnished to Town at least thirty (30) days prior to the date of their expiration, and Town shall be an additional named insured by endorsement on all of Contractor's renewal policies.
- 6.13 UPON EXECUTION OF THIS AGREEMENT, CONTRACTOR SHALL SUBMIT TO TOWN COPIES OF ITS CERTIFICATE(S) OF INSURANCE EVIDENCING THE REQUIRED COVERAGES REQUIRED HEREIN AND SPECIFICALLY PROVIDING THE ENDORSEMENT TO THE POLICIES THAT SHOWS THE TOWN OF SOUTHWEST RANCHES IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND CONTRACTOR'S WORK UNDER THE AGREEMENT.
- 6.14 The official title of the owner is Town of Southwest Ranches. This official title shall be used in all insurance policies and documentation.
- 6.15 All required insurance policies shall preclude any insurer's or underwriter's rights of recovery or subrogation against Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 6.16 Contractor shall ensure that any company issuing insurance to satisfy the requirements contained in this Agreement agrees that they shall have no recourse against Town for payment or assessments in any form on any policy of insurance.

- 6.17 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to Town in any respect. Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after Town's actual notice of such event.
- 6.18 Notwithstanding any other provisions of this Agreement, Contractor's obligation to maintain all required insurance as specified in this Section of the Agreement shall survive the expiration or earlier termination of this Agreement.

### Section 7: Copyrights and Patent Rights

Contractor warrants that there has been no violation of copyrights, trademarks, or patent rights in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this Agreement. Contractor agrees to indemnify and hold harmless Town, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation(s).

## Section 8: Laws and Regulations

Contractor agrees comply with all applicable federal, state, county, and local laws, rules, regulations, ordinances and codes in performing all Work under this Agreement.

#### Section 9: Taxes and Costs

All federal, state and local taxes relating to the Contractor's Work under this Agreement and, similarly, all costs for licenses, permits, or certifications to perform the Work under this Agreement shall be paid by the Contractor.

#### Section 10: Indemnification

To the fullest extent permitted by Florida law, the Contractor shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, at both trial and appellate levels, to the extent caused by the negligence, recklessness, or willful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Work or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder. Notwithstanding any other provisions of this Agreement, the Contractor's duty to indemnify, defend and hold the Town harmless shall survive the termination or earlier expiration of this Agreement.

#### Section 11: Non-discrimination

Contractor shall not discriminate against any client, employee or applicant for employment because of race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status. Contractor shall take affirmative action to ensure that applicants, subcontractors, Independent contractors, and employees are treated without discrimination in regard to their race, gender, age, color, religion, sex, national origin, physical or mental disability, or marital status.

Contractor shall comply with all applicable sections of the Americans with Disabilities Act. Contractor agrees that compliance with this Article constitutes a material condition to this Agreement, and that it is binding upon the Contractor, its successors, transferees, and assigns for the period which Work is provided. Contractor further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Agreement.

### Section 12: Sovereign Immunity

Nothing in this Agreement is intended, nor shall it be construed to waive or modify the Town's Sovereign Immunity defense or the Town's immunities and limitations on liability as provided for in Florida Statutes, as worded or amended and all Florida case law interpreting same.

## Section 13: Prevailing Party Attorneys' Fees

In the event either party to this Agreement incurs legal fees, legal expenses or costs to enforce the terms of this Agreement on trial or on appeal, the prevailing party shall be entitled to recover reasonable costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs and expert witness fees and costs incurred.

## Section 14: No Third Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Agreement shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.

## Section 15: Funding

The obligation of Town for payment to Contractor for the Work is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

### Section 16: Manner of Performance

Contractor agrees to perform all Work in a professional manner and in accordance with local, state, county, and federal laws, rules, ordinances, regulations and codes. Contractor agrees that the Work provided shall be provided by employees that are legally employed, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to Town any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Contractor further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this Agreement. Contractor represents that all persons performing Work under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a professional manner. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

Failure to comply with this paragraph shall constitute a material breach of this Agreement.

### Section 17: Public Records

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

Upon completion of the Contract, Contractor agrees, at no cost to Town, to transfer to the Town all public records in possession of the Contractor or keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN

# ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

## Section 18: Termination

The Agreement may be terminated upon the following events:

- A. <u>Termination by Mutual Agreement</u>. 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.** <u>Termination for Lack of Funds.</u> 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. <u>Immediate Termination by Town.</u> In addition to any other grounds stated herein, Town, in its sole discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:
  - 1. Contractor's violation of the Public Records Act;
  - 2. Contractor's insolvency, bankruptcy or receivership;
  - 3. Contractor's violation or non-compliance with Section 11 of this Agreement;
  - 4. Contractor's failure to maintain any Insurance required by Section 6 of this Agreement; or
  - 5. Contractor's violation of Section 19 of this Agreement.

If Contractor's services are terminated, the termination will not affect any rights or remedies of the Town against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Town will not release Contractor from liability.

## Section 19: Public Entity Crimes Information Statement

<u>Pursuant to Florida Statutes, Section 287.133</u>: "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list." Violation of this section by Contractor shall result in Town's immediate termination of this Agreement.

# Section 20: Use of Awarded Proposal by Other Governmental Units

Contractor agrees that this Agreement may be utilized by other governmental entities or units to provide the specified services. Town does not become obligated in any way, to pay for or become, in any way, responsible or liable for Contractor's provision of Work or services to any other governmental unit.

# Section 21: Change Orders and Modification of Agreement

Town and Contractor may request changes that would increase decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes only become part of this Agreement and increase, decrease or otherwise modify the Work or the Contract Price under this Agreement if evidenced by a written Change Order executed by Town and Contractor, with the same formality and of equal dignity associated with the original execution of the Agreement.

# Section 22: No Waiver of Rights

Neither the Town's review, approval or payment for any of the Work required under this Agreement shall be construed to operate as a waiver of any of Town's rights under this Agreement or of any causes of action arising out Contractor's performance of the Work under this Agreement, and Contractor shall be and remain liable to the Town for all damages to the Town caused by the Contractor's negligent or improper performance of any of the Work furnished under this Agreement, irrespective of the Town's review, approval or payment for any of the Work under this Agreement. The rights and remedies of the Town provided for under this Agreement are in addition to all other rights and remedies provided to Town by law.

# Section 23: Jurisdiction and Venue

The exclusive venue for any litigation arising from or relating to the Agreement shall be in a court of competent jurisdiction in the 17th Judicial Circuit in and for Broward County, Florida. This Agreement shall be governed by the substantive laws of the State of Florida.

# Section 24: WAIVER OF RIGHT TO JURY TRIAL

By entering into this Agreement, CONTRACTOR and TOWN hereby expressly waive any rights either party may have to a trial by jury in any civil litigation related to, or arising out of THIS agreement.

# Section 25: Gender

Wherever the context shall so require, all words herein in the masculine gender shall be deemed to include the feminine, and all words herein in the feminine gender shall be deemed to include the masculine. All singular words shall include the plural, and all plural words shall include the singular.

# Section 26: Time is of the Essence

Time is of the essence for all of Contractor's obligations under this Agreement.

# Section 27: Days

The terms "days" as referenced in this Agreement shall mean consecutive calendar days.

## Section 28: Written Mutual Agreement

This Agreement is binding upon the parties hereto, their successors and assigns, and replaces and supersedes any and all prior agreements or understanding between the parties hereto whether written or oral which are merged herein.

## Section 29: No Amendment or Waiver

This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

### Section 30: Severability

In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning so as to remain in full force and effect, or be deemed severed from the Agreement so as not to affect the validity or enforceability of the remaining provisions of the Agreement. In case any one or more of the provisions of this Agreement shall be determined by appropriate judicial authority to be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions of this Agreement shall be in no way affected, prejudiced, or disturbed thereby.

# Section 31: Resolution of Disputes; Florida Statutes, Chapter 558 Not Applicable

To prevent litigation, it is agreed by the parties hereto that Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Agreement, including but not limited to, Contractor's fulfillment of its obligations under this Agreement as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Agreement. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to the Contractor within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

During the pendency of any dispute and after a determination thereof, Contractor and Town shall act in good faith to mitigate any potential damages.

Any party objecting to a dispute determination must notify the other party in writing within ten (10) calendar days of receipt of the written determination. The notice must state the basis of the objection, any adjustment claimed, and reason the party believes it entitled to an adjustment as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any dispute determination. Neither party shall commence litigation prior to the expiration of the sixty (60) day mediation period. The mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A PARTY SPECIFICALLY WAIVES ALL OF ITS RIGHTS, INCLUDING BUT NOT LIMITED TO CLAIMS FOR PRICE ADJUSTMENTS, PROVIDED IN THE CONTRACT DOCUMENTS, INCLUDING ITS RIGHTS AND REMEDIES UNDER STATE LAW, IF SAID PARTY FAILS TO COMPLY IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION. Contractor and Town hereby waive any rights to a trial by jury.

#### Section 32: Notice

Whenever either party desires to give notice unto the other, such notice must be in writing by certified or registered mail, postage prepaid, return receipt requested, hand delivery, or facsimile transmission prior to 5:00 p.m. on the date of transmission (e.d.t. or e.s.t. as applicable), or via overnight express courier service. For the present, the parties designate the following individuals as the respective parties and places for giving of notice:

If to Town:

Town of Southwest Ranches Town Administrator 13400 Griffin Road Southwest Ranches, Florida 33330

With a copy to:

Keith M. Poliakoff, Esq. Saul Ewing Arnstein & Lehr 200 East Las Olas Boulevard Suite 1000 Fort Lauderdale, Florida 33301

If to Contractor:

Donato Vicario Budget Sprinkler Repair, LLC 7007 NW 40th Street Coral Springs, FL 33065

# Section 33: Miscellaneous

- A. <u>Ownership of Documents</u>. 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.** <u>Audit and Inspection Rights and Retention of Records</u>. 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. <u>Independent Contractor</u>. 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.** <u>Conflicts</u>. 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. <u>Contingency Fee</u>. 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. <u>Materiality and Waiver of Breach</u>. 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. <u>Headings</u>. Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- J. <u>Binding Authority</u>. 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. <u>Truth-in-Negotiation Certificate</u>. 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.

[remainder of page intentionally left blank signature page follows]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BUDGET SPRINKLER REPAIR, LLC and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the <u>14</u> day of <u>March</u> 2020.

# WITNESSES:

**CONTRACTOR:** 

ate Mercio

Donato Vicario, Manager

Budget Sprinkler Repair, LLC

TOWN OF SOUTHWEST RANCHES Doug McKay, Mayor ∫av of∕

Andrew D. Berns, Town Administrator

day of May 2020

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff Town Attorney

# EXHIBIT "A-1"

(Contractor's Proposal attached)

1384 3

1

20

.



Budget Sprinkler Repair LLC 7007 NW 40th St Coral Springs, FL 954-729-6054 Dort@BudgetSprinklerRepair.com www.BudgetSprinklerRepair.com

# **Company Profile**

Budget Sprinkler Repair LLC offers quality service and products at affordable prices for today's economy. We have combined over 50 years of experience in the irrigation field and cover all aspects of irrigation from new installations to maintenance programs. We are fully licensed and insured serving residential and commercial properties in the South Florida area since 2011. Our on-staff technicians are committed to offering the highest level of service and attention to detail is our main goal and philosophy.

Budget Sprinkler Repair offers full troubleshooting covering all aspects of your irrigation needs from something as minor as a broken sprinkler head to issues as technical as setting parameters for VFD drives and Smart pump stations. We offer full maintenance programs that will save customers bundles in the long run, full warranty repairs that include parts and all necessary labor, and full installation of new systems including the design layout and accompanying blueprint. We are versed in all different styles of irrigation systems and currently maintain systems that are analog, digital, Wi-Fi, hydraulic, two wire, city water, well water, canal water, reclaimed water, pressurized systems, and pump start systems. We have been able to save customers significant amounts of money on their monthly water bills by minimizing wasted water and using low volume nozzles. We can also convert city water systems to run off of a canal if one is accessible or have a well installed and convert to a well system.

Water conservation is very important in todays world. Due to heavy use of fresh water, the levels have decreased in the aquifer, which in turn has allowed saltwater intrusion into our fresh water supply. By trying to conserve water we can help our environment and save money. Budget Sprinkler Repair does all it can to help customers conserve water, as well as help the environment at the same time.

At Budget Sprinkler Repair we also put attention to detail in every aspect of the client relationship and strive to be as open and transparent on all related issues. We compose detailed invoices and estimates that will not leave customers in the dark. We have a fulltime office that is accessible to meet all of your scheduling needs. Due to the organization and detail we consistently show we have done extensive amounts of work with HOA's, property management companies, apartment complexes, shopping plazas, malls, and residential customers. We make every effort to tackle any situation presented with assertiveness and give every option on how to commence moving forward so the customer can decide what best suits them. We leave no stone unturned.



We cover all aspects of installation and service from pump repair and replacement, valve troubleshooting and repair, timer repair and replacement, full revamps (such as adding and/or moving placement of heads for coverage, as well as to prevent rust stains), scheduled rust system maintenance, scheduled irrigation system maintenance, micro & drip irrigation, water conservation, repair loss of prime (water) & fluctuating water pressure, and wire & valve location. We only use commercial grade equipment supplied by the best manufacturers in the business such as Rain Bird and Goulds.

Our staff is composed of the owner and operator Donato Vicario who has over 14 years of experience in the irrigation field. Born in 1983, he started his irrigation career in 2006 helping install new irrigation systems for new construction that was being done at a rapid pace in the city of Parkland. He quickly moved up the ranks from helper to technician and acquired his Certificate of Competency in 2011 and started Budget Sprinkler Repair with the intention of standing out from his peers by showing a determination and attention to detail that is not often found in the industry. Under his tutclage the company has grown into one of the leaders in the green industry. He is also the listed Qualifier for Budget Sprinkler Repair LLC. Donato Vicario studied business administration at Broward College.

Jeff Horn is the lead residential technician. Jeff has over 19 years of experience in the green industry working with both landscape and irrigation companies. Born in 1975, Jeff started in the industry in 2001 and studied business administration at University of South Florida. Jeff is customer focused and driven to exceed expectations time and time again. The professionalism and upfront approach Jeff provides to his customers is second to none.

Roberto Larrazabal is the lead commercial technician. Roberto has over 19 years in the green industry and is fully bi-lingual in English and Spanish. Roberto is a great team leader and is very dedicated to his craft. He is a hard worker who cares for his customers and his company.

**Company Directory** 

President / Operator / Supervisor: Donato Vicario Irrigation Manager / Lead Technician: Jeff Horn Field Supervisor / Irrigation Technician: Roberto Larrazabal Office Manager: Catherine Vicario

Budget Sprinkler Repair LLC License # 11-CLS-17720-X

Z



# **COMPANY REFERENCES**

SIMON PROPERTY GROUP Coral Square Mall 9469 West Atlantic Blvd. Coral Springs, FL 33071 Don@BudgetSprinklerRepair.com

954-729-6054

Budget Sprinkler Repair LLC 7007 NW 40th St Coral Springs, FL

Contact: Abraham Garcia -Operations Direct Phone: 407-304-6695 Email: Abraham.Garcia@simon.com Dates: March 2014 to present

Synopsis: Replace pump station with a new 20 Horsepower 480v VFD drive pump station. Convert pressurized system to a pump station with a new 20 Horsepower 480v VFD drive pump station. Convert pressurized system to a pump static system due to excessive mainline breaks and the old age of the system. Repair neglected sprinkler system by repairing malfunctioning electric valves, major PVC breaks in roots and under asphalt and all necessary head repairs. After system brought back fully functional maintain and service system on a regular basis.

WEST BROWARD COMMUNITY MANAGEMENT 820 South State Rd 7 Plantation, Fl 33317 Contact: Tom Flore Phone: 954-581-8686 Email: tom@wbmanage.com Dates: January 2014 to present

Properties: Villas of Inverrary Lauderhill, FL Gardens at Bonaventure 14 East Weston, FL Jacaranda Cove Plantation, FL Jacaranda Villas Plantation, FL Plantation Racquet Club Plantation, FL Habitat II

Synopsis: Install new control wire throughout certain properties where the wire was deteriorated to the point beyond repair, repair existing control wire and electric valves that were compromised or malfunctioning in order to get systems fully operational. Repair Habitat II association which consists of 82 buildings that were extremely neglected by replacing pumps, timers, valves, major PVC breaks in roots and under asphalt and all necessary head repairs. After all systems brought back fully functional maintain and service systems on a regular basis.

#### **INNOMAX USA**

1801 West Sample Rd Building 1801 West Sample Rd Pompano Beach, FL Contact: Stephane Maltais Phone: 954-661-0801 Email: stephane.maltais@gmail.com Dates: April 2019 to present

Synopsis: Replace pump station with a new 5 horsepower pump station with pump start relay and digital timer. Repair existing system throughout perimeter of property for full coverage of complete new landscape design. Repair existing control wire, replace all existing electric valves, repair major PVC breaks in roots, and all necessary head repairs. Install 3 new construction zones around refurbished building and new construction building. New zones for irrigation system designed and blueprinted by Budget Sprinkler Repair.

1



TMG Management 3303 West Commercial Blvd Suite #170 Fort Lauderdale, FL 33309 Property: Ridgewood Davie, FL Contact: Suze Noonan Phone: 954-782-7820 Email: suze@tmg-propertymanagement.com Dates: December 2017 to present

Synopsis: During the widening of Pine Island Rd parts of existing irrigation system including mainline and control wire were destroyed. Install 2000ft of 3" Schedule 40 PVC mainline and necessary control wires to repair system back together. Convert pressurized system to a pump start system due to excessive mainline breaks and the old age of the system. Repair neglected sprinkler system by repairing malfunctioning electric valves, major PVC breaks in roots and all necessary head repairs. After system brought back fully functional maintain and service system on a regular basis.

New Group Management 1140 NE 163 St. North Miami Beach, FL 33162 Contact: Karen Hernandez Phone: 305-949-1050 Email: karen@newgroupmanagement.com Dates: July 2014 to present

Properties: County Line Rd Plaza @ 6301 County Line Rd. Miramar, FL 33023 Magnolia Shops Plaza @ 9545 Westview Dr. Coral Springs, FL Walgreens Plaza @ 8197 - 8199 N University Dr. Tamarac, FL Winn Dixie Plaza @ 7015 N University Dr. Tamarac, FL 33321 Additional small plazas and Residential properties

Synopsis: County Line Rd Plaza consisted of a full refurbishment which required repairing existing system throughout perimeter of property for full coverage of new landscape. Repair existing control wire, replace malfunctioning electric valves, repair major PVC breaks in roots, and all necessary head repairs. Install 2 new construction zones around refurbished building. New zones for irrigation system designed and blueprinted by Budget Sprinkler Repair. Repair neglected sprinkler system by repairing malfunctioning electric valves, major PVC breaks in roots and under asphalt and all necessary head repairs. After system brought back fully functional maintain and service system on a regular basis.

Magnolia Shops Plaza consists of numerous mainline breaks in sleeves under the main roadways that required excavation and repair.

Repair all properties for neglected sprinkler systems by repairing malfunctioning electric valves, major PVC breaks in roots and under asphalt and all necessary head repairs. After system brought back fully functional maintain and service systems on a regular basis.



Hamblewood East Community 4139A NW 88 Ave. Coral Springs, FL 33065 ramblewoodeastcondo@gmail.com Contact: Ron Buchholz Phone: 954-815-8366 Email: wisepretzelman@aol.com Dates: October 2012 to present

Synopsis: Repair Ramblewood East community which consists of 80 buildings that were extremely neglected by replacing pumps, timers, valves, major PVC breaks in roots and under asphalt and all necessary head repairs. After all systems brought back fully functional maintain and service systems on a regular basis.

RG Development 731 Shotgun Rd. Sunrise, FL 33326

Contact: Fernan Restrepo Jr Phone: 954-348-5195 Email: fernanjr@rgdevelopment.net Dates: January 2015 to present

Properties: Broward Lakes Business Park Sunrise, FL Wingate Commons Plaza Oakland Park, FL Coral Creek Plaza Coral Springs, FL

Synopsis: Repair all properties for neglected sprinkler systems by repairing malfunctioning electric valves, major PVC breaks in roots and under asphalt and all necessary head repairs. After system brought back fully functional maintain and service systems on a regular basis.



### **Proposed Maintenance Plan**

#### **Management Proposal**

Services to the city of Southwest Ranches Irrigation Maintenance will consist of full system checks for 6 different locations / irrigation pump stations. Locations include two pump stations on East Griffin Rd., two pump stations on West Griffin Rd., one pump station at City Hall, and one pump station at Sunshine Ranches Equestrian Park. The base proposal for all stated locations will include cleaning and adjusting all sprinkler heads and nozzles and straightening, raising up, burying pop up sprinkler heads as necessary to ensure proper coverage. Any parts that are replaced we will refer to the components price list. Timers will be sealed to avoid pest infestation. If any pests are present in timer during maintenance, we will treat accordingly.

NOTE: Some of the existing timers are infested with ants.

#### East Griffin Rd.

Consists of two pump stations that are both 7.5 horsepower 240volt pump stations that draw from the canal. They are normal digital wire systems and both timers consist of 16 zones a piece. There do not seem to be any special items / services needed for these two irrigation systems.

#### West Griffin Rd.

Consists of two pump stations that are both 25 horsepower 480volt pump stations that draw from the canal. They are digital two wire systems and West timers consists of 26 zones and East timer consists of 24 zones. There do not seem to be any special items / services needed for these two irrigation systems.

#### City Hall

Consists of one pump station that is 2 horsepower 240volt pump station that draws from a well. It is a normal digital wire system and timer consists of 6 zones. There is a chemical injection system tied into the pump station to treat the well water for iron deposits and avoid rust stains on the building and surrounding areas. The chemical system will need to be serviced monthly along with the sprinkler system. Chemical will need to be refilled on a monthly basis.

#### 1



#### Sunshine Ranches Equestrian Park

Consists of one pump station that is 15 horsepower 240volt pump station that draws from a canal. It is a normal digital wire system and timer consists of 34 zones. There do not seem to be any special items / services needed for these two irrigation systems.

#### Budget Sprinkler Repair LLC proposes to furnish under base proposal:

-One (two to three man) Irrigation crew to operate the above stated sprinkler systems one time per month. Base proposal includes cleaning and adjusting all sprinkler heads and nozzles and straightening, reising up, burying pop up sprinkler heads as necessary to ensure proper coverage. Any major repairs (any PVC repair over 2" or any issue with mainline, valves, wire, or pump stations) will require a separate estimate and approval from the city of Southwest Ranches before repair is made. All invoices and estimates will be issued the following day after service is complete.

-One (one man) irrigation crew to visit the above stated sprinkler system one time per week, or as necessary, except on the week of the irrigation maintenance if it is not necessary.

-All irrigation crews will have trucks fully stocked and ready to make repairs on site. All repairs will be made on site except major repairs that require the City of Southwest Ranches approval. Any parts that are replaced we will refer to the components price list.

#### Budget Sprinkler Repair LLC proposes to furnish as auxiliary services offered:

-Auxiliary services that may be required for major repairs are as listed:

- a) wire locator to trace and troubleshoot wire issues
- b) voltage/amp meter to troubleshoot pump panels and pump problems
- c) voltage meter for two wire system to detect voltage drop in two wire path
- d) decoder for two wire system to set up timer and valves
- e) Ditch Witch trencher for any new installation work
- d) concrete saw for any pipe or wire installation across roadways
- e) generator to provide power along roadways for power tools where electric is not accessible

f) Sawzall's to cut out and remove roots and debris that damage PVC lines and systems

The management team provided for services to the City of Southwest Ranches Irrigation Maintenance will consist of supervisor, Donato Vicario who is owner and operator of Budget Sprinkler Repair LLC and has had his Broward County Certificate of Competency since 2011. Donato has 14 years total experience in irrigation and studied business administration at Broward College. Irrigation manager and lead technician, Jeff Horn who has 19 years of experience in irrigation and studied business administration at University of South Florida. Field supervisor and irrigation technician Roberto Larrazabal who has 19 years of experience in irrigation and is bilingual in English and Spanish.

## 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: BUDGET SPRINKLER REPAIR LLC

33065

Receipt #: 182-245852 PLUNGING/LWN SPRNKL/CONTRACTOR Business Type: (SPRINGLER REPAIR)

Owner Name: DONATO VICARIO Business Location: 7007 N W 40 ST CORAL SPRINGS Business Phone: 954-818-9647 Business Opened:11/15/2011 State/County/Cert/Reg:11-CLS-17720-X Exemption Code;

Rooms	Seats	Employees	Machinos	Professionals
		1		

		For	r Vending Business On	ły		
	Number of Maci	lines:		Vending Type	r:	
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	<b>Collection Cost</b>	Total Paid
27.00	0.00	0.00	0.00	0.00	0.00	27.00

#### THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

#### WHEN VALIDATED

Mailing Address: DONATO VICARIO 7007 N H 40 ST CORAL SPRINGS, FL 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 taws and regulations.

> Receipt #02A-18-00007702 Paid 07/26/2019 27.00

## 2019 - 2020



Development Services Department Business Tax Office 9500 West Sample Road, Caral Springs, FL 33065 Man-Thurs: 7-30AA - 5PM, Frit 7:30AM - 2:30FM Phone: 954-344-5964

## LOCAL BUSINESS TAX RECEIPT

BUDGET SPRINKLER REPAIR, LLC 7007 NW 40 ST DONATO VICARIO CORAL SPRINGS FL 33065

License #: i Amount: S Type of Business: i

BT65275 \$145.85 HOME BASED BUSINESS Expiration Date:September 30, 2020Payment DateAugust 26, 2019Business Location:7007 NW 40 ST

\*POST THIS BUSINESS TAX RECEIPT IN A CONSPICUOUS PLACE\*

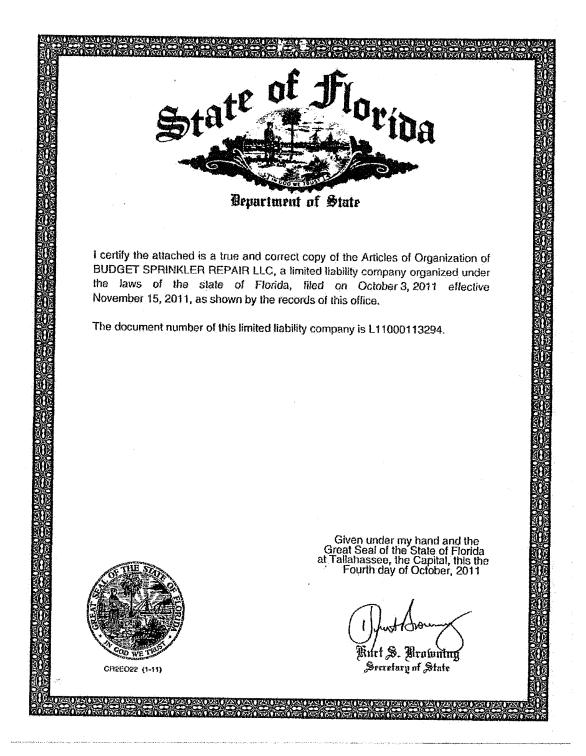
ALL WINDOW SIGHS SHALL COMPLY WITH LAND DEVELOPMENT CODE CHAPTER 18

CONDITIONS

(If no conditions exist, then TYPE OF BUSINESS is only condition)

DATE ADDED REQUIRED DATE	SATISFY DATE	TYPE	STATUS	DEPARTMENT
-----------------------------	--------------	------	--------	------------

NOTES:



#### **IRRIGATION SPECIALTY CONTRACTOR**

11-CLS-17720-X VICARIO, DONATO - QUALIFYING BUDGET SPRINKLER REPAIR LLC 7007 NW 40 STREET CORAL SPRINGS FL 33065 EXPIRES 08/31/2021

COUNTY card IMMEDIATELY upon receipti You ELECONSTITUTION should carry this card with you at all times.		BROWARD COUNTY, FLORIDA		
Contractor must obtain a photo I.D. Certificate of Competency Card every two years.	1		IFICATE OF COMPETENCY	
		CC#	IRRIGATION SPECIALTY CONTRACTOR 11-CLS-17720-X	
	1		VICARIO, DONATO - QUALIFYING BUDGET SPRINKLER REPAIR LLC 7007 NW 40 STREET	
VICARIO, DONATO			CORAL SPRINGS FL 33065	
7007 NW 40 STREET				
CORAL SPRINGS FL 33065	l		EXPIRES 08/31/2021	



5600 Histus Road Tamarac, FL 33321 800-940-7277 www.goldcoastschools.com **"The Proof is in the Passing!"** 

# CERTIFICATE OF COMPLETION

Donato Vicarlo 7007 NW 40 St. Coral Springs, FL 33065

License Numbers: Specially Contractor 11-CLS-17720-X

2013-07-12

The student named in the report bas completed the referenced mannes is accordance with the requirements of the CILB, Architecture David, Inspection Brand, and Dade County.

Contracting in Broward County - A Review of Chapter 9 - Internet Version - 1 hr

Approval: Broward County Central Examining Board of General Construction Trades

Continuing Education Provider Numbers:				
CILB: 0000983	Architects: 8087			
ECLB: 0000983	Inspectors: 203			
Dade: D-022	Engineers: 0003342			

Important note: Student information must be properly logged for students to obtain full credit for attendance. Buld Crust School of Construction, Inc. assumes no responsibility for incomplete, unreadable, or incrured licence information reporting. The student is responsible for accurately living all numbers for which for or the is requesting credit. Failure to accurately report this information will result in no continuing education credit to be received by the student, which could reall in incruse studencies. ALL LICENSE INFORMATION PROVIDED BY THE STUDENT MUST BE COMPLETE AND ACCURATE FOR CS CREDIT TO BE ISSUED.



5600 Hiatus Road Tamarac, FL 33321 800-732-9140 www.goldcoastschools.com "The Proof is in the Passing!"

# CERTIFICATE OF COMPLETION

Donato Vicario 7007 NW 40 St. Coral Springs, FL 33065 License Numbers: Specially Contractor 11-CLS-17720-X

2013-07-12

Din Authorized Signature

The student named in the report has completed the referenced econses in accordance with the requirements of the CHLB, HLTB, Architecture Board, Ironascino Buard, and Deale County.

OSHA Safety Basics, 1 Hour - Internet Version

CILB: #0607924 ECLB: #0800041 Miami-Dade: #D022-064 FBAID: AR.01 (9877882) BCAIB: by reciprocity (General) FBPE: CE Provider #0003342 (AOP)

Important note: Statent information must be properly logged for statismic to obtain Bill credit for attendance. Gold Coast School of Construction, Inc. assumes no responsibility for incomplete, unreadable, or incorrect license information reporting. The student is responsible for accurately listing all numbers for which he or the is requesting credit. Failure to accurately report this information will result in unreadanting education credit to be received by the student, which could recall in feature supervision. ALL LICENSE INFORMATION PROVIDED BY THE STUDENT MUST BE COMPLETE AND ACCURATE FOR CS CREDIT TO BE ISSUED.



5600 Hiatus Roed Tamarac, FL 33321 808-940-7277 www.goklcoastschools.com "The Proof is in the Passing!"

# CERTIFICATE OF COMPLETION

Donato Vicario 7007 NW 40 St. Coral Springs, FL 33065

License Numbers: Specialty Contractor 11-CLS-17720-X

2013-07-12

ad Director rized Signature

The student ensued in the report has completed the referenced concess in secondance with the requirements of the CILB, FCLB, Architecture Bond, Inspection Board, and Dade Conny.

1 hour, Successful Business Practices - Internet Version

CILB: 0010730 (BSP) ECLB: 008226 (B) Dade: 057 Architects: AO.01.1623 - 9877737 (Optional) Inspectors: by reciprocity (General) Engineers: Provider #0003342 (AOP)

Continuing Education Provider Numbers:				
CILB: 0000983	Architects: 8087			
ECLB: 0000983	Inspectors: 203			
Dade: D-022	Engineers: 0003342			

Important note: Student information must be properly logged for students to obtain full credit for attendance. Gold Coast School of Construction, Inc. assumet no responsibility for incomplete, unreadable, or incorrect license information reporting. The student is responsible for accurately lixing all numbers for which he or she is requesting credit. Follow to accurately report this information will result in no continuing education eredit to be received by the student, which could result in forme stuperations. ALL LICENSE INFORMATION PROVIDED BY THE STUDENT MUST DE COMPLETE AND ACCURATE FOR CS CREDIT TO BE ISSUED.



5600 Hinus Road Tamarac, FL 33324 800-940-7277 www.goldcoastschools.com "The Proof is in the Possing!"

# **CERTIFICATE OF COMPLETION**

Donato Vicario 7007 NW 40 St. Coral Springs, FL 33065 License Numbers: Specialty Contractor 11-CLS-17720-X

2013-07-12

Director Authorized Signature

The student named in the report has completed the reflectived constate in accordance with the requirements of the CLLB, Architectura Burd, Inspection Board, and Dide County.

Workers' Comp Overview 2013 (1-hour) - Internet Version

CILB: 0010732 (WC) ECLB: 0008225 (C) Miami-Dade: #D022-061 FBAID: #A0,01,1625 - 9877739 (Optional) BCAIB: #0010732 by reciprocity (General) FBPE: CE Provider #0003342 (AOP)

Important note: Student information must be properly logged for students to obtain full credit for attendance. Gold Coast School of Conservation, Ioc. assumes no responsibility for incomplete, unreadable, or incorrect lisense information reporting. The student is responsible for accurately fisting all numbers for which end he is requesting credit. Faiture to accurately report this information will result in no continuing education credit to be received by the student, which could result in license superation. ALL LICENSE INFORMATION PROVIDED BY THE STUDENT MUST BE CONSTATE AND ACCURATE FOR CS CREDIT TO BE ISSUED.

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO, 20-006

#### APPENDIX A- PROPOSAL SCHEDULE

The undersigned hereby proposes to furnish all labor, equipment and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addenda, if issued, for the lump sum price shown below.

ITEM	DESCRIPTION	<u>UNITS</u>	QUANTITY	UNIT PRICE	TOTAL PRICE
Rust Chennical	City Hall	1	12	30,00	3(4).00
Mist Heads	Cay Hall	1	15	15.00	225.00
Mist Heads	Equestrian Park	1	15	15,00	225.00
Rotors	Equestrian Park	1	20	25.60	5(8),00
Rotors	West Griffen Rd.	1	35	25.00	\$75.09
Retors	East Chillion Rd.	1	25	25.90	623,00
		· · · · · · · · · · · · · · · · · · ·			_
					1
					1
			1		1

TOTAL BASE PROPOSAL PLUS ADD ALTERNATIVE

S\_\_\_\_\_26.930.00

Proposer Budget Sprinkler Repair LLC / Donato Vicario

BFP 20-006

39

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 204066

The quantities indicated in the Proposal and Proposal Forms are estimates of the work. The Town does not guarantee the quantities shown on the Proposal form. Bidder/Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as Principal or Principals is/are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proposer shall furnish prices for all Proposal items. Failure to do so may render the Proposal invalid and cause its rejection. Also, evidence that the Proposer holds appropriate licenses to perform the Work which is the subject of this Proposal, and as required by Florida Statutes and local law, must be submitted along with the Proposal. Proposers must also have the insurances and any applicable bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

All applicable federal, state and local taxes, permit fees, insurance, and performance and payment bonds are included in the Proposal price. In the event of any discrepancy in the line item amounts, the calculated total shall control.

Both the Proposer and the licensee shall fill in the information on next page, pursuant to chapter 489, Florida Statutes. Licensee is defined as the person who is the licensed Contractor who qualifies the Bidding Company, Corporation or Partnership. If the Proposer is an individual, he must be licensed. (Please print or type, excluding signatures).

(Remainder of page intentionally left blank)

40

RFP 20-006

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

PROPOSER INFORMATION

NAME: Budget Sprinkler Repair LLC	
ADDRESS:7007 NW 40th St Coral Springs, FL	
FEIN: 45-3562411	
LICENSE NUMBER: 11-CLS-17720-X STATE OR COUNTY: Brow	ward
LICENSE TYPE: Irrigation Specialty Contractor (license attached)	
(Attach copy of license)	
LICENSE LIMITATIONS, IF ANY: (Attach a separate sheet, if necessary)	
LICENSEE SIGNATURE: Derato Vinario	
LICENSEE NAME: Donato Vicario	
PROPOSER'S SIGNATURE:	
PROPOSER'S NAME: Donato Vicario	
	· · · · · · · · · · · · · · · · · · ·
PROPOSER'S ADDRESS: 7007 NW 40th St Coral Springs, FL 33065	
PROPOSER'S PHONE NUMBER: Office: 954-729-6054 Cell:	TP-1844(1997) - Hand Schund Schultz
PROPOSER'S EMAIL ADDRESS: Don@BudgetSprinklerRepair.com	
By: Donato Vicario	
Budget Sprinkler Repair LLC	
Name of Corporation/Entity	
7007 NW 40th St Coral Springs, FL 33065 Address of Corporation/Entity	
Donato Vicano	
Signature of President or Authorized Principal	
By: Danato Vicario	
Title: Owner/President (If the Proposer is a Corporation	n affix corporate
seal)	n, onn corporate
41 ***	RFP 20-006

38

A second s

## APPENDIX "B" PROPOSAL FORMS

#### SERVICE CATEGORIES/MAINTENANCE LOCATIONS/ZONES

## SERVICE CATEGORY A:

#### IRRIGATION MAINTENANCE - ROADS/MEDIANS/SWALES - GRIFFIN ROAD EAST

## Zone 1. GRIFFIN ROAD EAST

ROW: Flamingo Rd. to SW 148 Ave.

- a.) North swale All from edge of pavement to top of canal bank
- b.) Medians All
- c.) 3 Retention Ponds
- d.) South swale All from edge of pavement to property line

### Zone 2. GRIFFIN ROAD WEST

ROW; west of Dykes Rd. to east of SW 188 Ave.:

- a.) Medians All
- b) South swale All

## SERVICE CATEGORY D:

## IRRIGATION MAINTENANCE - PARKS AND OTHER TOWN PROPERTY

Zone 34. Sunshine Ranches Equestrian Park - 20 acres

Zone 39. Town Hall - 2 acres

8189991 872

Location/ Zone	Frequency	Jan	Feb	Mar	Apr	May	June	hily	Aug	Segu	Oa	Nov	Dee
frrigation wet test	12	1	1	1.	1	1	1	1	ŀ	1	1	1	T :
and report													

All counts frequencies are approximme. The Town reserves the right to add or delete the quantity/frequency of service.

42

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

# MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL):

#### **IRRIGATION MAINTENANCE - ROADS**

Service Category	Location/ Zone #	Unit Price Per Service		Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
A	] (Griffin Rd East)	\$ 480.00		\$ 5,760.00
A	2 (Goffin Rd West	\$ 930.00		\$ 11,160.00
	L IRRIGATION ANCE - ROAD		\$ 1	5,920,00

# MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL):

## IRRIGATION MAINTENANCE - PARKS AND OTHER FACILITIES

Service Category	Location/ Zone #	Location/Zone Name	Unit Price per service	Annual Price (Frequencies as per "Maintenance Frequencies" sheets)
D	34	Sunshine Ranches Equestrian Park – 20 aeres	\$ 510.00	\$ 6120.00
D	1	Town Hall - <2 acres, with rust inhibition	\$ 90.00	s 1.080.00
and the second sec	L IRRIGATI	ON MAINTENANCE - PARKS AND	\$ 7,200.0	K)
		GATION MAINTENANCE ST BY ZONE (BASE PROPOSAL):	\$ 24,120	.00

PROPOSER'S SIGNATURE: Do vote Vicance

COMPANY NAME: Budget Sprinkler Repair LLC

43

RFP 20-006

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20:006

# MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)

Item No.	Services	Unit	Unit Price
1.	Irrigation Supervisor	Per hour 8.00 a.m 430 p.m. Mon-Fri-	\$ 75.00
		Per hour for all other times =	\$ 115,00
2.	Irrigation Technician	Per lieur \$ 60 a.m 4 30 p.m. Mon-Fri -	\$ 55.00
		Per bour for all other times -	85.00
3.	Irrigation Laborer	Per hour 8.00 a.m 4.30 p.m. Mon-Fri-	\$ 35:00
		Per hour for all other times "	60.00

# IRRIGATION SYSTEM COMPONENTS (FURNISH AND INSTALL):

Item No.	Services	Unit	Unit Price
4.	Rainbird 6" Pop UP	Each	\$ 15.00
5.	Corresponding Rainbird 6" nozzles as per plans/specs	Each	\$ 2.50
6.	Rainbird 12" Pop UP	Each	\$ 25,00
7.	Corresponding Rainbird 12" nozzles as per plans/specs	Each	\$ 2.50
8.	Rainbird 1800 series-(06 -12)	Each	\$ 25,00
9,	Corresponding 1800 series nozzles as per plans/spees	Each	\$ 2.50
10,	Rainbird 5000 series - Rotor heads	Each	\$ 25,00
11.	Corresponding 5000 series nozzles as per plans/specs	Each	\$ 2.50
12.	Rainbird 7005 series - Rotor heads	Each	\$ 85.00
13.	Corresponding 7005 series nozzles as per plans/specs	Each	\$ 2.50
14.	Rainbird 8005 series - Rotor heads	Each	\$ 85.00
15.	Corresponding 8005 series nozzles as per plans/specs	Each	\$ 2,50
16	Rainbird Talou series - Rotor heads	Each	\$ 90.00 discontin
17,	Corresponding Taton series nozzles as per plans/specs	Each	S 2.50 discotatina
18.	Ełl	Each	\$ 2.00
19,	Funny pipe	Per foot	\$ 2.90
20.	NDS 10" Round valve box	Each	S 65.00
21.	NDS 12" X 17" Rectangular valve box	Each	\$ \$3.00
22,	Amtech 12" X 18" Rectangular valve box	Each	\$ 95,00
23	Rainbird 300 BPE Electric Remote	Each	\$ 495.00

RFP 20-006

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

	Control Valves		
24.	Rainbird PGA series 2" Electric Remote Control Valves	Each	\$ 315.00
25.	Rainbird 5LRC 5 1/2" quick coupling Valves	Each	\$ 185.00
26.	Rainbird PEBPRS-D "Control Valve"	Each	\$ 355.00
27.	Rainbird 200 series Electric Remote Control Valve	Each	\$ 275,00
28.	Rainbird PRS Dial pressure regulating device	Each	\$ .65,00

\*All counts/frequencies are approximate. The Train reserves the right to add or delete the quantity frequency of service.

PROPOSER'S SIGNATURE Donate Vicano

COMPANY NAME: Budget Sprinkler Repair LLC

45

RFP 20-006

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-096

## PROPOSAL SIGNATURE

The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, machinery and services to perform Town Wide Irrigation Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE: Domoto Vercego

PROPOSER'S NAME: \_\_\_\_\_ Donato Vicario

COMPANY NAME: Budget Sprinkler Repair LLC

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RI꾸 NO. 20-006

## OTHER REQUIRED SIGNATURES AND SUBMITTALS

Proposers are required to complete, provide and/or execute the documents in this section. Response to the Required Signatures and Submittals will be utilized as part of the Town's overall proposal evaluation and contract selection procedure.

#### PROPOSAL SECURITY

Simultaneous with the delivery of an executed Proposal, Proposer shall furnish to the Town Proposal Security in an amount equal to five percent (5%) of the total annual amount proposed for all services. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an authorized agent in the State of Florida, or in the form of cash, cashier's check payable to the Town of Southwest Ranches, Florida and drawn on a Florida bank, or in the form of an irrevocable letter of credit or other alternative form of security acceptable to the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as nonresponsive.

## CONTRACTOR QUALIFICATIONS

Evidence that the Proposer holds appropriate licenses to perform the Work sought in this Proposal, and as required by Florida Statues and local law, must be submitted with the Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation.

#### CONFLICTS OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Proposals, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Somhwest Ranches or its agencies.

## [Remainder of page intentionally left blank]

47

RFP 20-006

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

#### APPENDIX C 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 Donato Vicario \_\_\_\_\_\_\_, 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

[8] the \_\_\_\_\_ President/ Owner \_\_\_\_\_\_ of \_\_\_\_ Budget Sprinkler Repair

[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:

7007 NW 40th St Coral Springs, FL

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.

 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.

48

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

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.

Nonato Vi iaug

Donato Vicário \_\_\_\_\_, Affiant (Print Affiant Name)

The foregoing instrument was acknowledged before me this  $\underline{OS}$  day of  $\underline{OA}$ ,  $\underline$ 

molth

HEATHER SMOLLETT MY COMMISSION # GG (68271 EXPIRES: February 3, 2021 Orded Thu Notary Public Underwriters

Jathur Smollott (Print Notary Name) State of PL at Large My Commission Expires: Banand

RFP 20-006

46

and a second state of the second state of the

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP.NO. 20-006

#### 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
None	
· · · · · · · · · · · · · · · · · · ·	
······	
	a de la companya de Esta de la companya de
······	
a sama a samaa kalana kaya ta maya kalanga maka kata dan basa na sana sana sana sana sa sa sa	
a a anna an ann an ann a chuireann an ann ann ann ann ann an ann ann a	
	an an air ann an
an a fa a an	
n na	ann an Malt San San an ann an Air an San San San San San San San San San

REP 20-006

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

#### APPENDIX D BRUG 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:

- 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.
- 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 faw 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: Donato Vicacio

PROPOSER: Budget Sprinkler Repair LLC / Donato Vicario

51

RFP 20-006

101	TOWN OF SOUTHWEST RANCHES, FLORIDA WN-WIDE IRRIGATION MAINTENANCE SERVI- RFP NO, 20-006	CES
SWORN STATEMENT	APPENDIX E PURSUANT TO SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES	FLORIDA STATUTES
	SIGNED AND SWORN TO IN THE PRI FICIAL AUTHORIZED TO ADMINISTER	
1. This sworn stateme	Town of Southwest Ra	nches
by Donato Vicario		
	epair LLC	
	7007 NW 40th St Coral Springs, FL	
		· · ·

2. I understand that a "public entity entity entities as defined in Paragraph 287.155(1)(g), builds Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trail court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1) (a), Florida Statutes, means:

(i). A predecessor or successor of a person convicted of a public entity crime; or

(ii) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

52

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO, 20-006

5. I understand that a "person" as defined in Para. 287.133(1) (c), 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 erime 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]

53

RFP 20-006

PROPOSER: Budget Sprinkler Repair LLC	
By: Duato Vicino	
Donato Vicario	and a second
(Printed Name)	
President / Owner	
(Title)	
Sworn to and subscribed before me this $25$ day of	Jan 20 20
Personally known	
and the second	
Or Produced Identification(Type of Identification)	an a
Notary Public - State of P-C-	
Nha COLT	<i>)-&gt;</i>
Nolary Signature	
My Commission Expires 213191	

54

RFP 20-006

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

### APPENDIX F NON-COLLUSION AFFIDAVIT

State of Florida ) ss:	
County of Broward )	
Donato Vicario	Intern first dishe means diamagin and man that

(1) He/She is the Owner Owner, Partner, Officer, Representative or Agent) of Budget Sprinkler Repair LLC the Proposer that has submitted the attached Proposal;

\_being first duly sworn deposes and says that:

- (2) He/She is fully informed with respect to the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Bid price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

#### (Signatures on next page)

55

RFP 20-006

52

e e maneto de la mana de la composição de la man

and the second second

	TOWN OF SOUTHWEST RANCHES, FLO 'N-WIDE IRRIGATION MAINTENANCE S RFP NO. 20-006	
PROPOSER: Budget Sprin	ikler Repair LLC / Donato Vicario	
By Deirete	Vinio	1
Donato Vicario		
(Printed Name)		
President / Owner		
(Title)		
Sworn to and subscribed be	fore me this $25$ day of $\overline{\mathbf{JC}}$	122020
Sworn to and subscribed be Personally known	fore me this <u>25</u> day of <u>JC</u>	<u>20,20</u>
Personally known	fore me this <u>25</u> day of <u>JC</u>	<u>11</u> 20
Personally known	fore me this <u>25</u> day of <u>JC</u> (Type of Identification)	<u>12</u> 20
Personally known		<u>20</u> 20
Personally known Or Produced Identification_ Notary Public - State of	(Type of Identification) FL- Lh.COCLA	<u>12</u> 20
Personally known Or Produced Identification_ Notary Public - State of		<u>2n</u> 20
Personally known Or Produced Identification Notary Public - State of Notar	(Type of Identification) FL- Lh.COCLA	<u>1.</u> 20 20
Personally known Or Produced Identification_ Notary Public - State of	(Type of Identification) FL- Lh.COCLA	<u>21</u> 20

56

RFP 20-066

فكمسجع بيجيم محمد متربطي والمتنارين المراجع والمراجع الرابي المراجع المراجع

-

NA	RFP NO. 20-00	ENANCE SERVICES		
	APPENDIX	3		
CERTIFIC	ATE OF AUTHORITY (If	Individual/Sole Propri	etor)	
State of	)			
	) \$\$:	,		
County of		/		
I HEREBY CERTIFY do	al		, us Principal or	
Owner of (Company nar	ne) 20, to t ted by the undersigned, s	, is hereby ant	horized to execute	
the Proposal dated	20, to t	he Town of Southwes	act and deed of	
Budget Sprinkler Repai	r LLC (Compar	iy Name)		
			· ·	
		/		
IN WITNESS WHEREO	F. I have hereunto set my bar	d this day of	, 20	
and a start of the second s		Secretary;		
	1			
		ISEALA		
	j.	(SEAL)		
PROPOSER- Budget Sp	rinkler Repair LLC / Donato			
PROPOSER: Budget Sp	rinkler Repair LLC / Donato			
PROPOSER: Budget Sp	rinkler Repair LLC / Donato			
PROPOSER: Budget Sp	rinkler Repair LLC / Donato			
PROPOSER: Budget Sp				
PROPOSER: Budget Sp	rinkler Repair LLC / Donato		<b>7 EP 70.0</b> 04	
PROPOSER: Budget Sp			RFP 20-006	· · ·
PROPOSER: Budget Sp			RFP 20-006	- - - - - - - - - - - -

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFF NO. 20-006

## APPENDIX H CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of <u>Florida</u>) ) ss: County of Broward

1 HEREBY CERTIFY that a meeting of the Bourd of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of Florida, held on <u>January 15</u>, 2020, the following resolution was duly passed and adopted:

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereinito set my hand and affixed the official seal of the Corporation or Limited Liability Company this  $\frac{25}{25}$  day of  $\frac{1}{24}$  and  $\frac{22}{20}$ .

Dato Vicano

(SEAL)

PROPOSER: Budget Sprinkler Repair LLC / Donato Vicario

58

	APPENDIX I	18.5 (FF I)	
	CERTIFICATE OF AUTHORIT	Y (II Partnersnip)	and the second second
			and the second se
State of			
	) \$8:		
County of		and the second	
I HEREBY	CERTIFY that a meeting of the Partr	iers of the	
	₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩₩		
A natioers	hin existing under the laws of the	State of	, held on
• Francesco	hip existing under the laws of the _, 20, the following resolution was	s duly passed and adopted:	
"RESOLVI	ED, that,	<u>/</u> ,	as of the
Partnership, be and 20, to the Tow	is hereby authorized to execute the n of Southwest Ranches and this part	Proposal dated	n thereof.
attested by the and deed of this Pa		shall be the o	fficial act
	· · · · · · · · · · · · · · · · · · ·	former and affects	
l further cer	tify that said resolution is now in full		
l further cer	· · · · · · · · · · · · · · · · · · ·		
l further cer IN WITNE	tify that said resolution is now in full		
l further cer IN WITNE	tify that said resolution is now in full	my hand this, day of	
l further cer IN WITNE	tify that said resolution is now in full	my hand this, day of	· · · · · · · · · · · · · · · · · · ·
l further cer IN WITNE	tify that said resolution is now in full	my hand this, day of	· · · ·
l further cer IN WHNE 20	tify that said resolution is now in full	my hand this, day of	· · · · · · · · · · · · · · · · · · ·
l further cer IN WHNE 20	tify that said resolution is now in full	my hand this, day of	· · · · · · · · · · · · · · · · · · ·
l further cer IN WHNE 20	tify that said resolution is now in full	my hand this, day of	· · · · · · · · · · · · · · · · · · ·
l further cer IN WHNE 20	tify that said resolution is now in full	my hand this, day of	· · · · · · · · · · · · · · · · · · ·
l further cer IN WHNE 20	tify that said resolution is now in full	my hand this, day of	· · · · · · · · · · · · · · · · · · ·
l further cer IN WHNE 20	tify that said resolution is now in full	my hand this, day of	· · ·
l further cer IN WHNE 20	tify that said resolution is now in full	my hand this, day of	· · · · · · · · · · · · · · · · · · ·
l further cer IN WHNE 20	tify that said resolution is now in full	my hand this, day of	· · · · · · · · · · · · · · · · · · ·
l further cer IN WHNE 20	tify that said resolution is now in full SS WHEREOF, I have hereunto set i	my hand this, day of	

TOWN OF SOUTHWEST RANCHES, FLORIDA CONTRACT FOR TOWN-WIDE IRRIGATION MAINTENANCE SERVICES			
16 Y . L	TOWN OF SOUTHWEST RANCI TOWN-WIDE IRRIGATION MAINTE		
NA	RFF NO. 20-006		and the second se
	APPENDIX J CERTIFICATE OF AUTHORITY	(If Joint Venture)	
State of			
County of	) \$\$:		
I HEREBY C	ERTIFY that a meeting of the Partn	ers of the	<u> </u>
na kana kana kana kana kana kana kana k			
A corporatio	n existing under the laws of the 20, the following resolution was	State of, hele	l on
143126731 31121	), that.	98.0	7 *h
20, to the Town attested by the and deed of this Join	of Southwest Rauches and this part t Venture."	shall be the officia	reof,
20, to the Town attested by the and deed of this Join J further certi	of Southwest Rauches and this par t Venture." fy that said resolution is now in full	thership and that his execution the shall be the official force and effect.	reof, 1 act
20, to the Town attested by the and deed of this Join J further certi	of Southwest Rauches and this part t Venture."	thership and that his execution the shall be the official force and effect.	reof, 1 act
29, to the Town attested by the and deed of this Join I further certi IN WITNES:	of Southwest Rauches and this par t Venture." fy that said resolution is now in full	thership and that his execution the shall be the official force and effect.	reof, 1 act
29, to the Town attested by the and deed of this Join I further certi IN WITNES:	of Southwest Rauches and this par t Venture." fy that said resolution is now in full	thership and that his execution the shall be the officia force and effect. ny hand this, day of Scoretary: (SEAL)	reof,   act
20, to the Town attested by the and deed of this Join J further certi IN WITNES: 20	of Southwest Rauches and this par t Venture." fy that said resolution is now in full	thership and that his execution the shall be the officia force and effect. ny hand this, day of Secretary:	reof,   act
20, to the Town attested by the and deed of this Join J further certi IN WITNES: 20	of Southwest Rauches and this par t Venture." fy that said resolution is now in full	thership and that his execution the shall be the officia force and effect. ny hand this, day of Scoretary: (SEAL)	reof,   act

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 204006

#### APPENDIX K PROPOSAL BOND

Bond No.		
BID BOND		
State of	)	
	) 58:	
County of	)	and the second
KNOW ALL MEN BY	THESE PRESENTS, that we, _	
*****	, as Principal, and	, f

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Proposal, dated\_\_\_\_\_\_20 \_\_\_ for;

### "RFP No.: 20-006: Town-Wide Irrigation Maintenance Services"

NOW, THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternate
- (b) If said Proposal shall be accepted and the Principal shall properly execute and deliver to said Town the appropriate Contract Documents, including any required insurance and bonds, and shall in all respects fulfill all terms and conditions attributable to the acceptance of said Proposal, then this obligation shall be void; otherwise, it shall remain in force and effect, it being expressly understood and agreed that the liability of the Survey for any and all claims hercunder 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 scals this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, the name and the corporate seat of each corporate party being hereto affixed and these presents being duly signed by its undersigned representative.

#### [Signatures on next page]

61

RFP 20-006

------

TOWN	OWN OF SOUTHWEST RANCHES, FLORIDA -wide irrigation maintenance services RFP NO. 20-006
PROPOSER:	
By:	
IN PRESENCE OF:	
(SEAL)	ividual or Partnership Principal)
	(Business Address)
	(City/State/Zip)
SURETY:	(Business,Phone)
By:	
(SEAL)	(Búsiness Address) (City/State/Zip)
	1 City   State / Time
	(Chy/State/Zip)
	(Business Phone)
	(Business Phone) bonds must appear on the Treasury Department's most current list d be authorized to transact business in the State of Florida.
Surety companies executing (circular 570 as amended) an	(Business Phone) bonds must appear on the Treasury Department's most current list d be authorized to transact business in the State of Florida.
Surety companies executing (circular 570 as amended) an	(Business Phone) bonds must appear on the Treasury Department's most current list d be authorized to transact business in the State of Florida.
Surety companies executing (circular 570 as amended) an	(Business Phone) bonds must appear on the Treasury Department's most current list d be authorized to transact business in the State of Florida. ent:
Surety companies executing (circular 570 as amended) an	(Business Phone) bonds must appear on the Treasury Department's most current list d be authorized to transact business in the State of Florida. ent:

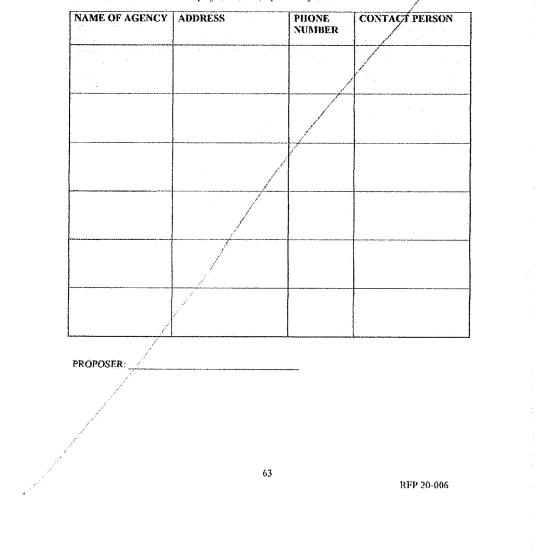
.

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

NA

## APPENDIX L GOVERNMENTAL CONTACT INFORMATION

Please list NAME OF AGENCY, ADDRESS, PHONE NUMBER, AND CONTACT PERSON of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.



#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

## APPENDIX M ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS

## TO THE TOWN OF SOUTHWEST RANCHES:

Budget Sprinkler Repair, 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 Budget Sprinkler Repair's failure to comply with such

regulations.

ATTEST

Budget Sprinkler Repair

CONTRACTOR

natoVicario BY

Donato Vicario

Print Name

Date: \_\_\_\_\_\_\_

PROPOSER: Budget Sprinkler Repair LLC / Donato Vicario

64

## TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

#### APPENDIX N PROPOSER CONFIRMATION OF QUALIFICATIONS

The Contract will be awarded only to a responsible and eligible Proposer, qualified by experience and capable of providing required insurance, and bonds and in a financial position to do the Work specified within the Request For Proposals, and which can complete the Work within the time schedule specified.

At the time of the Proposal, the Proposer shall hold all Contractor and other qualification certificates and licenses required to be held by the Contractor by Florida Statutes or ordinances of the Town of Southwest Ranches and Broward County in order to perform the Work which is the subject of this Request For Proposals.

All license, certificate and experience requirements must be met by the Proposer (as opposed to the Subcontractor) at the time of Proposal submission. Proposals submitted by Proposer s who do not directly hold required licenses and certificates or who rely on a Subcontractor to meet the license, certificate or experience criteria will be rejected. By executing this Form and submitting its Proposal, Proposer represents that it meets the requirements set forth above, and as set forth in the Proposal Documents, and acknowledges and understands that such representation is material and that the Town shall be relying on this representation with respect to a Contract award.

Proposer: Budget Sprinkler Repair LLC

Proposer's Name: Donato Vicario

Proposer's Address: 7007 NW 40th St.

Coral Springs, FL 33065

Proposer's Phone Number: 954-729-6054

Proposer's Email: Don'd BudgetSprinklerRepair.com

Contractor's License and License number(s) (attach copies of license(s) required for the work described in this RFP):

14-CLS-17729-X

[Signatures on next page]

65

RFP 20-006

TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVE RFP NO PROPOSER Dual Vanalo	CES
State of Florida	
County of Browsed	1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -
The foregoing instrument was acknowledged before me this 35 day by DXTATE VICAL of <u>BUAGET SPANIL</u> (Proknown to me or who has produced as iden not) take an oath.	of $\underline{1222}$ , 20 $\underline{322}$ oposer), who is personally tilication and who did (did
WITNESS my hand and official seal.	
NOTARY Public Records of By ulifo County, Florida	
HIMCOLA Notary Signature	

PROPOSER: Budget Sprinkler Repair LLC/ Donato Vicario

Name of Notary Public: (Print, Stamp, or type as Commissioned)



66

## TOWN OF SOUTHWEST RANCHES, PLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES REP NO. 20-006

## APPENDIX O PROPOSER EXPERIENCE QUESTIONNAIRE

The Proposer's response to this questionnaire will be utilized as part of the Town's Proposal Evaluation and Contractor selection. Proposers must have current licensures applicable to this type of work and must have experience on comparable work:

List comparable contract experience and elient references:

Project Name: Coral Square Mall	
Contract Amount:\$117,000.00	
Contract Date: 11/23/2017	
Client Name: Simon Property Group	
Address: 9169 W Atlantic Blvd Coral Springs, FL	
Contact Person:Abmham Garcia	
Contact Person Tel. No.: 954-755-5552	

Ridgewood HOA Phase I, II, III / Pine Island Roadways

Project Name:	·
Contract Amount: \$45,000.00	
Contract Date:	
Client Name:MG Property Management	
Address: 3303 W. Commercial Blvd, Suite 170-G Fort Landerdale, FL	
Contact Person: Suze Noonia	

Contact Person Tel. No.: (954) 782-7820

67

'n	OWN-WIDE IRRIGATION	T RANCHES, FLORIDA MAINTENANCE SERVI - 20-006	CES	
Project Name:	rt Sample Rd.			
Contract Amount:\$			•	
Contract Date:11/5				
Lusion	wr USA			
	ample Rd. Deerfield Beach, FL 33	•		
	Stephane Moltais		· · · ·	

PROPOSER: Budget Sprinkler Repair LLC / Donato Vicario

RFP 20-006

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

### APPENDIX P SUB-CONTRACTOR LIST

In the form below, the Proposer shall list all Subcontractors to be used on this project if the Proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of Town.

CLASSIFICATION OF WORK	NAME	ADDRESS
Notie		
·		
		· · · · · · · · · · · · · · · · · · ·

PROPOSER: Budget Sprinkler Repair LLC / Donato Vicario

69

RFP 20-006

and a second second

TOWN OF SOUTHWEST RANCHE TOWN-WIDE IRRIGATION MAINTEN/ REP NO. 20-005	ES, FLOR <b>IDA</b> IANCE SERVICES	
APPENDIX Q ACKNOWLEDGEMENT OF	' ADDENDA	
Proposer shall indicate receipt of any addendum by initiality	ing below for each addendum received.	
Addendum No.4 DV		
Addendum No.2		
Addendum No.3		
Addendum No.4		
[Remainder of page intentional	lly left blanki	
70	RFP 20-006	

-----

.....

## TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

## APPENDIX R LIABILITY CLAIMS

Plea L	Name	following information for all Liability Claims for the past ten (10) years: and Location of project:NONE
2.		t information for Project Owner:
	a.	Name:
	b.	Address:
	c.	Phone:
	d.	Email:
3.	Nature	of Claim:
ŧ.		f Claim:
5,		tion Date of Claim and how resolved:
5.	If appi	icable:
	ä,	Court Case Number:
	b.	County:
	<b>c.</b>	State:
PRC	POSER:	Budget Sprinkler Repair LLC / Donato Vicarlo

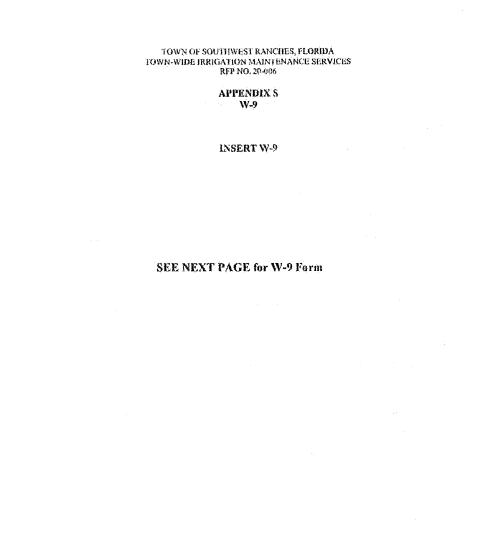
71

RFP 20-006

•

68

.

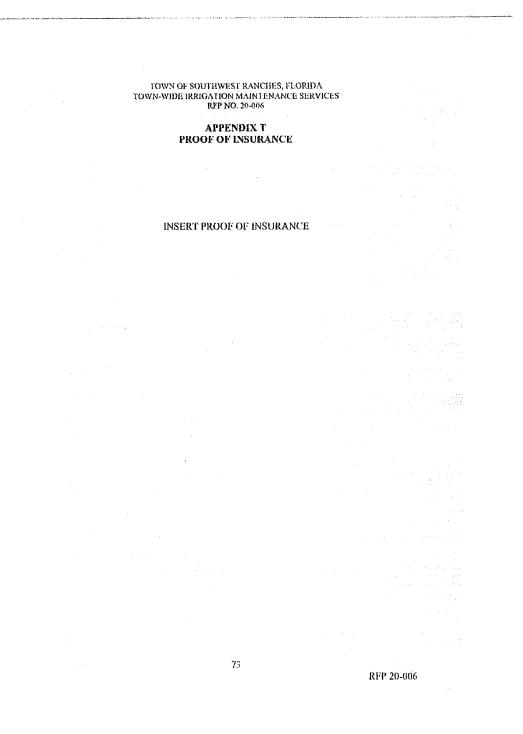


72

69

Minog worker 2010) worker 2010 worker 201										Give Form to the requester. Do not send to the IRS.							
1 Nanie (63 show	n on your income tax return). Name is required on this line; - Her Repair 114								ł								
1	disregarded entity name, if different from above		•••••••														
following seven tiqxes.									aplicus (oudes apply only to entities, not individuals; see lions on page 3):								
8 5								iptic	t payoe code (if any) tion from FATCA reporting (Faria)								
another U.O is rtisrogarda	d from the owner should check the appropriate box for the	purposes. Otherwise, a sin tax classification of its ow	iglæ•ineint ner.	ber U	<u>с</u> њ				ĺ.	inui:	inati		ria U	(51			
5 Address (number 7097 NW 49th 6 City, state, and	r, street, and apt, or suite no.) See instructions. St		Reques	tor's	ngm	_ <u>.</u>	<u> </u>	· · · · · · · · · · · · · · · · · · ·		÷	-						
Coral Spring																	
7 List account nur	nber(s) here (mitional)	·····								ofrantis	0010111						
Taxpa	yer Identification Number (TIN)																
er your TIN in the ap	propriate box. The TIN provided must match the na	ene given on line 1 to a	void	Sor	1515	ecu	ity (	wai	92.F								
kup withholding. Fo	r Individuals, this is generally your social security nu pristor, or disregarded critity, soo the instructions for	Inder (SSN). However, Part I, later, For other	lor a	$\Box$			-		<b>—</b>	] _	Γ			Γ			
ities, it is your cropk	eyer identification number (Eiti). It you do not have a	a number, see How to g	et a	L]		لب		L	L	<b>j</b> .	L	L	I	I			
IV, later. Intel If the account is in more than one name, see the instructions for line 1. Also see What Na					play	er id	onti	ficat	nion number					1			
nbar To Give tha Re	quester for guidelines on whose number to enter.			1	5	-	3	5	6	1	1	1	1	ĺ			
utill Certifi	cation			<u> </u>		<b>1</b>					۹	L	L	1			
am not subject to b Service (IRS) that I an no longer subject to am a U.S. citizen or	an this form is my correct taxpayer identification non ackup withholding because: (a) I am exempt from bit in subject to backup withholding as a result of a fall backup withholding; and other U.S. person (dataed balow); and whered on this form (if any indicating that I am exem	ackup withholding, or (t are to report ell interest	o) i have i or divide	not b xids,	een	not	ified	bÿ	the	Inte	mäll ed in	Rev ia N	enix iat }	514 0			
tification instruction have failed to report utation or abandorm	34. Yeu must cross out from 2 above if you have been r all interest and dividends on your tex recurs. For real e ent of secured property, cancellation of dear, constitu Nidends, you are not required to sign the certification,	notified by the IRS that y estate transactions, here i tions to an individual reli	ou are cu 2 does no kemont a	ment qa to gang	dy. I eme	For r	nori RA),	යුතුය කාර	a int Laor	eres With	t pai Iv. c	d, avra	ಪ್ರಸಸ				
	signature of Donato Vicario						Date # 1/7/2020										
eneral Insti		• Form 1099-DiV (d funds)	Form 1099-DiV (dwidends, including those from stocks or muzual funds)														
ed.	to the Internal Revenue Code unless otherwise	<ul> <li>Form 1093-MISC (various types of income, prizes, awards, or gross proceeds)</li> </ul>															
ited to Form W-9 and	For the latest information about developments If its instructions, such as legislation enacted ed, go to www.its.gov/FormW9.	Form 1033-B (stations by brown to the state of the s	kers)								ther						
imose of For	<ul> <li>Form 1093-S (proceeds from real estate transactions)</li> <li>Form 1095-K (merchant cord and third party network transactions)</li> </ul>								nns)								
individual or entity (F mation return with t	orm W-9 requester) who is required to file an the IRS must obtain your correct taxpayer	<ul> <li>Form 1093 (home 1093-T (tr/tion)</li> </ul>															
tification number (T N), Individual taxpay	<ul> <li>Form 1099-C (canceled dobt)</li> </ul>																
more block the block	<ul> <li>Form 1039 A (acquiation or abandonment of s Use Form W-9 only if you are a U.S. person (i</li> </ul>																
<ol> <li>to report on an inf</li> </ol>		ellen), to provide yo	er correc	71 TIL	ι.												
<ol> <li>to report on an ini plint reportable on a</li> </ol>	n Information return. Examples of information not finitiset to the following			44.0	6 a - 64					e - 1 - 2	~ * *						
phyer Identification n 4), to report on an int ount reportable on a irms include, but are orm 1099-INT (intere	not finited to, the following.	If you do not return be subject to hacku later.	n Form \ p withho	W-9 Icinşj	to th I. Sa	10 /19 18 W	que hat	stor is D	acki	i a l up v	AN, Atbh	you oldi	nig Yg	η			
<ol> <li>to report on an inf plint reportable on a ims include, but are</li> </ol>	not finited to, the following.	If you do not retu be subject to beciu	n Form I p withho	W-9 Icinsj	to th I. Sa	10 /10 18 W	que hat	is b	acki	up v	nn, athh -91	oldi	19				

70



ACORD	260	TIFICATE OF LI					OP ID: MSAN
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	MATT	ER OF INFORMATION ONL OR NEGATIVELY AMEND	Y AND CONFERS I	NO RIGHTS	UPON THE CERTIFICA VERAGE AFFORDED I	TE HO BY TH	E POLICIES
IMPORTANT: If the certificate holder if SUBROGATION IS WAIVED, subject this certificate does not confer rights	is an t to th	ADDITIONAL INSURED, the	he policy, certain p	plicies may	NAL INSURED provision require an endorsemen	tsorb t.As	e ondorsed. tatement on
PRODUCER		877-304-2323	CONTACT Marlon	Sam		5	
M&L Insurance Agency, Inc. 2886 N.University Dr. Sto. 110 Coral Springs, FL 32066 David Vaandering			PHONE (AC, No. Ext): 877-31 E-MAIL ADDRESS: marlong	04-2323 Omlinsuran	ray IAC, Noj	954-8	40-0320
David Agaigeung					RUING COVERAGE		NAKC P
INSLATED		· · · · · · · · · · · · · · · · · · ·	INSURER A : EVANST	35378			
BUDGET SPRINKLER REPAIR LLC 7007 NW 40TH STREET CORAL SPRINGS, FL 33065			INSURER C :				
CORAL SPRINGS, FL 33065			HISURER D :				
			NSURER E :				
COVERAGES CER			INSURER F:	**************************************		·	<u> </u>
THIS IS TO CERTIFY THAT THE POLICIE: INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	S OF IN	EMENT, TERM OR CONDITION	OF ANY CONTRACT	OR OTHER	DOCUMENT WITH RESPE	CT TO	WHICH THIS
INGR TYPE OF INSURANCE	AUDU	NUER POLICY NIMBER	POLICY EFF	POLICY EXP	Linst	rs	
A X COMMERCIAL GENERAL LIABELITY CLAIMS-MADE X OCCUR	x	3EP5801		02/05/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Es occurrence)	5 5	2,000,060 100,000
					ATED EXP (Any one parson)	5	5,000
					PERSONAL & ADV INJURY	\$	2,000,000
GENLAGGREGATE LIMIT APPLIES PER					GENERAL AGOREGATE	.5	2,000,000
OTHER					PRODUCTS - COMPOPAGE		
B AUTONOBILE LIADILITY					COMEWSED SINGLE LIMIT	5	300,000
		CA021036P2018	02/22/2018	02/22/2020	BODILY INJURY (Per person)	5	
AUTOS ONLY X SCHEOULED					BODILY INJURY (Per accident)	s	
AUTOS CHLY AUTOS ONLY					PROPERTY DAMAGE	3	10,000
UMBRELLA LIAD OCCUR					FACH OCCURRENCE	3 \$	
EXCESS LIAB CLARAS MADE					AGGREGATE	5	
DED RETENTIONS					16-6	s	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					STATUTE OTHER		
OFFICERMEMBER EXCLUDED?	H/A				E L. EACH ACCIDENT E L. DISEASE - FA FMPLOYEE	1	· · · · · · · · · · · · · · · · · · ·
If yes, describe under DEBCRIPTION OF OPERATIONS below					EL DISEASE - POLICY LIMIT	3	
CESCRIPTION OF DEPRATIONS / LOCATIONS / VEHICL AWIN SPRINKLER REPAIR CONTRA CERTIFICATE HOLDER ALSO LISTEI	CTOP	ŧ	le, may be attached B more	) apisco la require	:d)		
CERTIFICATE HOLDER			CANCELLATION				
TOWN OF SOUTHWESST ANDREW D. BERNS, TOWN ADMINISTRATOR 13400 GRIFFIN RD. SOUTHWEST RANCHES,			SHOULD ANY OF T THE EXPIRATION ACCORDANCE WI AUTHORIZED REPRESEN David Vaanderin	DATE THE H THE POLIC	ESCRIBED POLICIES BE CI REOF, NOTICE WILL E Y PROVISIONS.	ANCELL BE DEI	ED BEFORE IVERED IN
ACORD 26 (2016/03)		CORD name and logo are			RD CORPORATION.	Ul righ	ts reserved.

72

Ą	CORD	ERT	IFICATE OF LIA	BIL	ITY INS			CATE	0P (D: MSAM (MWDDYYYY) (27/2020				
CI BI	IIS CERTIFICATE IS ISSUED AS A A ERTIFICATE DOES NOT AFFIRMATIN LLOW. THIS CERTIFICATE OF INSI EPRESENTATIVE OR PRODUCER, AN	VELY C URANC	OR NEGATIVELY AMEND, E DOES NOT CONSTITUT	EXTE	NO OR ALT	er the co	VERAGE AFFORDED	TE HO	LDER. THIS				
17	PORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject is certificate doos not confer rights to	to the I	terms and conditions of th	le poli	cy, cortain p	olicies may	IAL INSURED provision require an endorsemen	t.As	e endorsed. latement on				
	BACER	8	77-304-2323	CONTA	cr Marlon S	Sam							
181	Insurance Agency, Inc.			HAME PHONE [A/C, Ro, Ext]: 877-304-2323 FAX [A/C, Ro, Ext]: 877-304-2323									
on	N.University Dr. Ste. 110 N Springs, FL 33065			EMAIL	as marlon@	Imlinsuran	ce.net						
lavl	d Voandering				125	URER(S) AFFO	IDING COVERAGE		HAK:				
				MESURE	. Evanst	on Insuran	ce Company		35378				
VSU	RED		darket havenere have no and a second seco	สารและ	R e . MetLife	Auto & Ho	me		26298				
	GET SPRINKLER REPAIR LLC			INSURE									
OR	GET SPRINKLER REPAIR LLC NW 40TH STREET AL SPRINGS, FL 33066			INSURI				*****	1				
				INSUR	- E				· /····				
			1	INSURE		·····			*****,********************************				
-		TIELOP	TC MIRIOCO.	L HE SUN			REVISION NUMBER:		•				
	VERAGES CERT IIS IS TO CERTIFY THAT THE POLICIES		TE NUMBER: URANCE LISTED BELOW HAY	VENES	N ISSUED TO			HE PO	LICY PERIOD				
IN Ci	DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY F ICLUSIONS AND CONDITIONS OF SUCH F	PERTAIN	ENT, TERM OR CONDITION 4. THE INSURANCE AFFORD 5. LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT THE POLICIE	OR OTHER	Document with Respe D Herein Is Subject t	CT TO	WHICH THIS				
158	TYPE OF INSURANCE	ADDL SU	POLICY NUMBER		POLICY EFF	POLICY EXP	189	15					
A	X COMMERCIAL GENERAL LIABILITY	i i i i i i i i i i i i i i i i i i i				ABORTON AND AND AND AND AND AND AND AND AND AN	EACH OCCURRENCE	4	2,000,00				
	CLAMSHADE X OCCUR	x	3526801		02/08/2019	02/09/2020	DIAGAOL TO DEALTERS	s	100,00				
		· • •					MED EXP (Any one person)	s	5,00				
							FERSONAL & ADV MARY	1	2,000,00				
							GENERAL AGGREGATE	5	2,000,00				
	GENL AGGREGATE LANT APPLIES PER							3	2.000.00				
freed .	reduced to an and the second	. [			1		PHODUCTE - CONTYOP AGO	5					
a	OTHER:						COMBINED SINGLE LENIT (Ea accident)	÷\$	300,00				
4	ANTOMOBRE LIABILITY		0.000000000000		000000000		1	15					
	ANY AUTO OWNED AUTOS GMLY X AUTOS		CA021036P2018		02/22/2019	02/22/2020	BODAY INJURY (Per person)	5					
							BOON Y BUURY (Per accord) PROPERTY DAMAGE (Per accident)	\$					
	AUTOS ONLY NON-OWNER						(Per accident)	5	10,00				
					<u> </u>			5	10,00				
	UMSRELLA LIAB OCCUR						EACH OCCURRENCE	ļ\$					
	EXCESS LIAB CLAMIS MADE						ACCREGATE	\$					
	DED RETENTIONS				ļ		I DEP. 1 LOTH	5					
	WORKERS COMPENSATION AND EMPLOYERS' LIABLITY Y/N						PER OTH-	+					
	ANY DRODRATY ORALADING BAYEOUTING F	NIA					EL EACH ACCOUNT	5					
ļ	(Murdatory in Ril) V yes, describe under				1		EL DISEASE - EA ENFLOYED						
	DESCRIPTION OF OFERATIONS below						EL DISEASE - POLICY LIMIT	5					
					1			1					
								1					
AV	INPITION OF OPERATIONS / LOCATIONS / VEHICL IN SPRINKLER REPAIR CONTRAJ ITIFICATE HOLDER ALSO LISTED	CTOR		fe, may b	c attached if mor	e apaco is requir	ed)						
:EI	RTIFICATE HOLDER			CANO									
	BROWARD COUNTY BOA			SHC THE ACC	ULD ANY OF EXPIRATION ORDANCE W	THE ABOVE D I DATE THI TH THE POLIC	ESCRIBED POLICIES BE C REOF, NOTICE WILL Y PROVISIONS.	ANCEL BE DE	Led Before Livered in				
		authorizeu nerwesentative David Vaandering											
	115 S. ANDREWS AVE. FT. LAUDERDALE, FL 333	01											

·

and a long to the second s

ACORD C	ER	TIF	ICATE OF LIA	BIL	TY INS	URANO	E		
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	MAT	TER Y O	OF INFORMATION ONLY R NEGATIVELY AMEND, DOES NOT CONSTITU	Y AND	CONFERS	NO RIGHTS	UPON THE CERTIFICA	TE HO	E POLICIE
IMPORTANT: If the certificate holder the terms and conditions of the policy	is a , cer	n AD tain p	DITIONAL INSURED, the policies may require an er	policy) ndorse	ies) must b ment. A sta	e endorsed. tement on ti	If SUBROGATION IS V ils certificate does not c	VAIVED onfer r	, subject to ights to the
certificate holder in lieu of such endor	sem	ent(s	)	Troure	<del>cí</del>				
				CONTA HAME:			( FAX		
Progressive Specially Insurance Agency 747 Alpha Drive				PHONE IAVC. N E-MAIL	7. Ext): 1-888	-302-8533	IAC, No)		
nati valbira muya				ADDRE	ss; busines	sinsurance@	email.progressive.com		***
				L			RDING COVERAGE		NAIC #
Highland Hts			OH 44143	INSURE	RA: NorGus	d			31470
ISURED				INSURE	R8:				
Budget Sprinkler Repair LLC	3			INSURE	RC:	، ومدير مستوسية محمد شده افاه محد			
7007 NW 40th St				INSURE	RD:				
Coral Springs, FL 33065				INSURE	RE				
				INSUM	RF:				
OVERAGES CEP	RUE	CATI	E NUMBER:				<b>REVISION NUMBER:</b>		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PER	reme rain,	THE INSURANCE AFFORD	ED BY	THE POLICIE	ON OTHER	Document with respect D herein is subject t	HE POL CT TO V O ALL 1	ICY PERIOD MICH THIS THE TERMS
SR TYPE OF INSURANCE	ADD	SUBR	POLICY NURBER		POLICY EFF	POLICY EXP	LINE		
COMMERCIAL GENERAL LIADILITY	1030	1 mux 12	FOLGT RUNDER		LANGENCE ( TY)	LOWKLAN CTYY	3	s	
CLAIMS MADE OCCUR	1	] .					EACH OCCURRENCE		
obtained obtain	1						FREMISES (Ea occustence)	3	
	1	{ ·				1	MED EXP (Any one person)	5	
GENL AGGREGATE LEAST APPLIES PER							PERSONAL & ADV INJURY	5	
POLICY PHO- LOS		1					GENERAL AGGREGATE	5	
		1				1	PRODUCTS - COMPICE AGG	\$ 5	
OTHER: AUTOMOBILE LIABILITY			[				COMPRESS SINGLE LINET		
t i i i i i i i i i i i i i i i i i i i				1			COMBINED SINGLE LINKT (Ea accident)	S	
ANY AUTO ALL OWNED SCHEDULED		[					BODALY MARIAY (Per parson)	5	، سنلترب برس معصدا حامله
AUTOS							BODILY INJURY (Fer accident)	\$	
HIRED AUTOS		ł					PROPERTY DAMAGE (Per accident)	5	
UMBRELLA LIAB	}	<u> </u>	·····					\$	
ULSM							EACH OCCURRENCE	5	
1 Juchana Auruc	1						AGUREGATE	5	
WORKERS COMPENSATION	<u> </u>					-		\$	
AND EMPLOYERS' LIABILITY									
ANY PROPRIETOR/PARTNER/EXECUTIVE	NIA	N	BUWC085290	)	03/16/2019	03/16/2020	EL EACH ACCIDENT	s 100	
(Mandatory in BH)							EL DISEASE - EA EMPLOYEE	s 100	,000
Vyes, describe under DESCRIPTION OF OPERATICALS below	ļ				·····		E L. DISEASE - POLICY LIMIT	s 500	,000
					. 1				
SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	rea h	CORD	101, Additional Remarks Schedul	le, may be	attached if mor	e space is requir	red)		
Excluded: Donato Vicario)									
entilicate Holder continued:									
ND									
roward County Board of County Commiss	loner	9							
15 S. Andrews Avenue on Leuderdale, FL 33301									
STEDMONTON, FE OCOT									
ERTIFICATE HOLDER				CANC	ELLATION				
TOWN OF SOUTHWEST RA	NCH	ES		THE	EXPIRATION	DATE TH	ESCRIBED POLICIES BE C. REGF, NOTICE WILL I Y PROVISIONS.		
Attn: Andrew D. Berns, Town Administrator									
13400 Grifin Road									
	10		·	lea	<u>nnette (</u>	ullen			
			l	sigeros (	e Collen (Jan 27,				
	10		SORD name and logo are	Jean	e Collen (Jan 27, <b>@ 19</b>	<u>ullen</u> 88-2014 AC	ORD CORPORATION.	All righ	its nes

74

-----

------

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTEMANCE SERVICES RFP NO. 204066

#### APPENDIX U ANTI-LOBBYING CERTIFICATION FORM

The prospective participant certifies to the best of his or her knowledge and belief, that:

a. No Eederal 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:	Budget Sprinkler Repair LLC
Street address:7	007 NW 40th St
City, State, Zip;	Coral Springs, FL 33065
Certified By:	Donato Vicario
•	(type or print)
Title:	dent / Owner
Signature: 10	Sto Vicaroo Date: 1/25/20

74

RFP 20-006

1,

a consisting a construction of the second second

	TOWN OF SOUTHWEST RANCHES, F TOWN-WIDE IRRIGATION MAINTENANC RFP NO. 20-006	
	APPENDIX V STATEMENT OF NO RESPO	DNSE
cason(s)	ts of this solicitation may elect not to respond. The for non-response. If you elect not to respond with an that the reason(s) are indicated below and this form is	a offer to this solicitation, the Town
T 1 S	rocurement and Hudget Officer own of Southwest Ranches 3400 Griffin Road outhwest Ranches, FL 33330 ( mail: vredman@southwestranches.org	
	REASONS	
I	Do not offer this product/service or equivalent.	
2	Schedule would not permit.	and a second
3	Insufficient time to respond to solicitation.	
4	_ Unable to meet specifications / scope of work.	
5	Specifications "too tight" (i.e. geared to specific b	rand or manufacturer).
5.	Specifications not clear.	
7	Unable to meet bond and / or insurance requireme	nts.
8	Solicitation addressed incorrectly, delayed in forw	varding of mail.
	Other (Explanation provided below or by separate	attachment).
Explanat	ion:	

75

RFP 20-006

and a second second

76

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE IRRIGATION MAINTENANCE SERVICES
RFP NO. 20-006

AME:		
	1.2	
DDRESS:7007 NW 40th St Co		ally in the statement of a
ELEPHONE: ( 954 ) 729-6054	DATE: 1/25/20	
		1
	76	
	RI	P 20-006

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-096

#### APPENDIX W OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS (2 CFR 209 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, stanues, 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 COMP-TROLLER 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.  $\S$  874, 40 U.S.C.  $\S$  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 uppropriate 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.

<sup>77</sup> 

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE, SERVICES RFP NO, 20-006

(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).

#### E. SUSPENSION AND DEBARMENT.

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

#### G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tierto-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).

#### II. 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

RFP 20-006

78

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WIDE IRRIGATION MAINTENANCE SERVICES RIP NO. 20-006

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 promutgated by, for, or related to the EPA as applicable to this Agreement.

#### L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

#### M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

#### N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

79

#### TOWN OF SOUTHWEST RANCHES, FLORIDA TOWN-WHOE IRRIGATION MAINTENANCE SERVICES RFP NO. 20-006

#### 0. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

#### P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

## Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement. Respondents must be able and willing to comply with the Town's FEMA Compliant documentation submission requirements.

#### R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"), as applicable to this Agreement.

3()

**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. 20-006

Town of Southwest Ranches is seeking proposals for:

# TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

# Date issued/available for distribution: December 13, 2019

Proposer shall submit one (1) unbound original, six (6) bound copies of the completed Proposal, and one (1) electronic copy of the entire Proposal in a PDF or similar format, which must be received by the Budget and Procurement Office no later than **Tuesday**, **January 28**, **2020**, at **11:45 a.m.** local time. *See* Section 1.7 for mailing instructions.

Mandatory Pre-Proposal Conference : Tuesday, January 7, 2020 at 12:00 p.m. local time. *See* Section 1.3, of this RFP for the location of the Pre-Proposal Conference.

# ENVELOPE MUST BE IDENTIFIED WITH THE DEADLINE DATE FOR SUBMISSION OF PROPOSALS AND THE RFP NUMBER

# CAUTION

Amendments to this Request For Proposals will be posted on the Southwest Ranches Procurement Department's website which can be accessed at http://southwestranches.org/procurement as they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is the proposer's sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for receipt of Proposals.

Southwest Ranches shall not be responsible for the completeness of any RFP document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

# IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE REQUESTED IN AN ALTERNATIVE FORMAT.

36186950.1

# NOTICE TO CONTRACTORS

Sealed Proposals will be received by the Town of Southwest Ranches, Florida ("Town"), in the Budget and Procurement office, 13400 Griffin Road, Southwest Ranches, Florida, 33330, up to 11:45 a.m., local time, and opened in the Grand Oak Conference Room on Tuesday, January 28, 2020, for all material, labor, equipment and supplies necessary for:

# TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

To better manage document disbursement for the Proposal process, the Town will make Proposal documents available on the Southwest Ranches Procurement Department's website which can be accessed at:

http://southwestranches.org/procurement.

To review the Proposal documents for this project, go to the above URL and click on the project hyperlink. Contractors may then download and print the Proposal documents, or contact Venessa Redman at (954) 434 0008 ext. 7467, or e mail at vredman@southwestranches.org.

It is recommended that all Proposers download and submit a disclosure form for the project of interest. This information is used to notify Proposers via email of project information updates (Addendums, Proposal date changes, etc.). The disclosure form download is also available on the website listed above.

All Proposals shall be submitted in accordance with General Provisions, Section 2 and accompanied by the documentation referenced therein, at a minimum.

The Mandatory Pre-Proposal Conference will be held on Tuesday, January 7, 2020 at 12:00 p.m., in the Grand Oak Conference Room, 13400 Griffin Road, Southwest Ranches, Florida 33330.

Proposals requested shall be set forth in the Proposal and the Proposal Form attached to and forming a part of the Specifications.

Prior to execution of a contract, Proposer shall submit to Town a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the contract. In the event that Proposer does not have a written non-discrimination policy, Proposer shall be required to sign a statement affirming their non-discrimination policy conforms with Section 2.35, of the Request For Proposals.

The Town reserves the right to reject any or all Proposals.

# CONTRACT DATA

Contract Title:	Town Wide Irrigation Maintenance Services
Contract Number:	RFP No.: 20-006
Contract Owner:	Town of Southwest Ranches
Contract Address:	13400 Griffin Road Southwest Ranches, FL 33330
Owner's Representative:	Andrew D. Berns, Town Administrator 13400 Griffin Road Southwest Ranches, FL 33330 Phone: 954-434-0008 Fax: 954-434-1490
Designated Contract	
Manager:	December Lauretano-Haines, Parks Recreation and Open Space Manager 13400 Griffin Road Southwest Ranches, FL 33330 Phone: 954-434-0008 Fax: 954-434-1490

# RFP NO. 20-006 Table of Contents

SECTION 1	GENERAL INFORMATION	6
1.1	ISSUING OFFICE	
1.2	PURPOSE OF THE PROJECT	
1.3	MANDATORY PRE-PROPOSAL CONFERENCE	
1.4	QUALIFICATIONS OF PROPOSERS	
1.5	OPPORTUNITY OFFERED	
1.6	TIMETABLE	
1.7	PROPOSAL SUBMISSION	
1.8	CONTACT PERSON	
1.9	ADDITIONAL INFORMATION/AMENDMENT(S)	
1.10	PROCUREMENT CODE	
1.11	CONE OF SILENCE	10
1.12	PUBLIC OPENING	10
1.13	DISCLAIMER	
SECTION 2	FERMS AND CONDITIONS	
2.1	ADHERENCE TO REQUIREMENTS	
2.2	PROPOSAL FORMAT AND CONTENT	12
	2.2.1 Technical Proposal	12
2.3	PROPOSAL SCHEDULE	
2.4	MODIFIED PROPOSALS	
2.5	WITHDRAWAL OF PROPOSAL	
2.6	LATE PROPOSAL, LATE MODIFIED PROPOSAL	
2.7	RFP POSTPONEMENT/CANCELLATION	
2.8	COSTS INCURRED BY PROPOSERS	
2.9	PROPRIETARY/CONFIDENTIAL INFORMATION	
2.10	RIGHT TO PROTEST	
2.11	RULES; REGULATIONS; LICENSING REQUIREMENTS	
2.12	EVALUATION OF PROPOSALS	
2.13	PROFESSIONAL ORGANIZATIONS	-
2.14	AWARD	
2.15	WRITTEN CONTRACT	16
2.16	ASSIGNMENT	
2.17	CANCELLATION	
2.18	RELATION TO PARTIES	
2.19	COMPLIANCE WITH LAW	
2.20	WAIVER OF LIABILITY	
2.21	INDEMNIFICATION	
2.22	SECONDARY/OTHER VENDORS	
2.23	DEFAULT PROVISION	
2.24	GOVERNING LAW	
2.25	DISPUTES	
2.26	REMEDIES FOR BREACH	17

2.27	PUBLIC RECORDS LAW	18
2.28	CONTRACTING WITH SMALL AND MINORITY BUSINESSES,	
	WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS	
	AREA FIRMS	19
2.29	CONTRACT PROVISIONS (EXHIBIT "A")	19
	2.29.1 Agreement	
	2.29.2 Authorization to Sign	
2.30	LICENSING, PERMITS, INSPECTIONS AND LIABILITY	
	INSURANCE	
2.31	INSURANCE REQUIREMENTS	
	2.31.1 Worker's Compensation Insurance	
	2.31.2 Business Automobile Liability Insurance	
	2.31.3 Commercial General Liability	
2.32	ADDITIONAL INSURANCE REQUIREMENTS	
2.33	SECURITY AND BONDING REQUIREMENTS	
2.34	COMMENCEMENT OF WORK	
2.35	NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY	
2.36	DISCLOSURE OF OWNERSHIP INTEREST	
2.37	CONFLICT OF INTEREST	23
2.38	PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE	
	RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES	23
SECTION 3	CONTRACT	23
3.1	UNIT PRICES	23
3.2	CONTRACT DOCUMENTS	23
3.3	CHANGES IN THE WORK	24
3.4	CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME	24
	3.4.1 Change Order	24
	3.4.2 Unit Prices	25
3.5	WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR	
	ACCEPTANCE OF DEFECTIVE WORK	
	3.5.1 Owner May Stop the Work	25
	3.5.2 Correction or Removal of Defective Work	25
	3.5.3 Acceptance of Defective Work	25
	3.5.4 Town May Correct Defective Work	26
	3.5.5 Contractor's Failure to Perform	26
	3.5.6 Termination for Convenience	26
3.6	SUSPENSION OF WORK AND TERMINATION	26
3.7	PAYMENT	
3.8	METHOD OF PAYMENT	27
3.9	PHYSICAL CONDITIONS	28
<b>SECTION 4</b>	RESPONSIBILITIES	
4.1	PROPOSER'S RESPONSIBILITIES	
	Supervision of Work	
	4.1.4 Communication	

	4.1.5 Safety Precautions	
	4.1.6 Debris Removal	
	4.1.7 Sub-contractor	
	4.1.8 Site Conditions	
	4.1.9 Loss Prevention	
	4.1.10 Sales Tax	
4.2	IRRIGATION MAINTENANCE BASE STANDARDS	
4.3	MONTHLY REPORTS	
4.4	OPERATION AND MAINTENANCE OF IRRIGATION SYSTEM	
	4.4.1 Riser Repair	30
	4.4.2 Irrigation timers	
	4.4.3 Monthly Maintenance	
	4.4.4 Capacity	
	4.4.5 Drought Conditions	
	4.4.6 Rust Inhibition	
4.5	EQUIPMENT	
4.6	EQUIPMENT STORAGE AND MOBILIZATION	
4.7	HOURS OF OPERATION	
	SCOPE OF SERVICES	
5.1	PROJECT LIMITS	
5.2	ADDITIONS OR DELETIONS OF MAINTENANCE AREA	
5.3	DAMAGE BY CONTRACTOR	
5.4	CONTRACTOR'S PERSONNEL	
5.5	CONTRACTOR'S VEHICLES	
5.6	QUALITY OF SERVICES	
SECTION 6	GENERAL REQUIREMENTS	33
6.1	DISPOSAL	
6.2	LAWS AND PERMITS	
6.3	COMPLETION OF TASK	
6.4	ADDITIONAL SERVICES	
6.5	REPAIRS	
6.6	VANDALISM	
6.7	STAGING	
6.8	FORCE MAJEURE	
6.9	UNIFORMS	
SECTION 7	SPECIAL REQUIREMENTS	
7.1	COMMUNICATION	
7.2	EMERGENCY	
<b>ADOMION</b>		25
SECTION 8	DEFINITIONS	
ΔΡΡΕΝΠΙΥ	A- PROPOSAL SCHEDULE	30

APPENDIX "B" PROPOSAL FORMS	42
APPENDIX C DISCLOSURE OF OWNERSHIP INTEREST	48
APPENDIX D DRUG FREE WORKPLACE	51
APPENDIX E SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES	52
APPENDIX F NON-COLLUSION AFFIDAVIT	55
APPENDIX G CERTIFICATE OF AUTHORITY (If Individual/Sole Proprietor)	57
APPENDIX H CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)	58
APPENDIX I CERTIFICATE OF AUTHORITY (If Partnership)	59
APPENDIX J CERTIFICATE OF AUTHORITY (If Joint Venture)	60
APPENDIX K PROPOSAL BOND	61
APPENDIX L GOVERNMENTAL CONTACT INFORMATION	63
APPENDIX M ACKNOWLEDGMENT OF CONFORMANCE WITH O.S.H.A. STANDARDS	64
APPENDIX N PROPOSER CONFIRMATION OF QUALIFICATIONS	65
APPENDIX O PROPOSER EXPERIENCE QUESTIONNAIRE	67
APPENDIX P SUB-CONTRACTOR LIST	69
APPENDIX Q ACKNOWLEDGEMENT OF ADDENDA	70
APPENDIX R LIABILITY CLAIMS	71
APPENDIX S W-9	72
APPENDIX T PROOF OF INSURANCE	73
APPENDIX U ANTI-LOBBYING CERTIFICATION FORM	74
APPENDIX V STATEMENT OF NO RESPONSE	75
APPENDIX W OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS (2 CFR 200 COMPLIANCE)	77

iv

EXHIBIT "A	, 	8	1
------------	-------	---	---

V

# SECTION 1 GENERAL INFORMATION

# **1.1 ISSUING OFFICE**

This Request for Proposals ("RFP") is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida ("Town"), by and through its Procurement and Budget Department ("Department"). The Department is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the Department (*See* Section 1.8).

# **1.2 PURPOSE OF THE PROJECT**

The Department is soliciting proposals from qualified and experienced firms for all material, labor, equipment and supplies necessary for Irrigation Maintenance Services. Irrigation Maintenance Services, including but not limited to, irrigation maintenance, repair service, and other maintenance services as required.

# **1.3 MANDATORY PRE-PROPOSAL CONFERENCE**

All Proposers are **required** to have a representative attend a Mandatory Pre-Proposal Conference, which will be held in the Town's Grand Oak Conference Room or Council Chambers located at Town Hall on **Tuesday, January 7, 2020, at 12:00 p.m. local time**.

At this meeting, maps will be distributed showing all areas where work is to be performed. There will be a Town representative available to answer questions relative to this RFP however, proposers should not rely on any representations, statements or explanations other than those made by this RFP or a formal Amendment to the RFP. Any questions or comments arising subsequent to the Pre-Proposal Conference must be presented, in writing, to the Contact Person (See Section 1.8) prior to the date and time stated in the Timetable (See Section 1.6).

# A PROPOSERS FAILURE TO ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCE SHALL RESULT IN DISQUALIFICATION OF ITS PROPOSAL.

All proposers shall be required to sign an attendance sheet, which will be collected at the end of the Mandatory Pre-Proposal Conference. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the Mandatory Pre-Proposal Conference.

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days' notice.

# 1.4 QUALIFICATIONS OF PROPOSERS

All Proposers to this RFP shall have demonstrated experience in irrigation maintenance services.

Evidence that the Proposer holds appropriate licenses to perform the work subject to this Proposal, and as required by Florida Statues and local law, must be submitted along with

Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

# **1.5 OPPORTUNITY OFFERED**

The initial contract for services ("Contract") is for a five (5) year term. The Contract may be renewed upon mutual agreement of the parties, subject to the terms and conditions of the Contract. Extensions of the Contract may not exceed fifteen (15) years.

Upon completion of the initial term of the Contract, the maximum annual fee may be increased on annual basis at the Town's discretion. Such increase shall not exceed five percent (5%) of the annual fee under the existing Contract.

Contractor acknowledges that the annual fee is the maximum amount payable to the Contractor and limits the Towns monetary obligation under the Contract. The monetary limitation does not constitute a limitation upon contractor's obligation to perform services under the Contract.

# **1.6 TIMETABLE**

Activity	Date, Time and Location
RFP available for download on website	On or about: Tuesday, December 13, 2019 at:
	http://southwestranches.org/procurement
Mandatory Pre-Proposal Conference	12:00 p.m. local time, on Tuesday January 7,
	2020 at Town's Grand Oak Conference Room
	located at Town Hall.
Deadline for Submission of Written	Tuesday, January 21, 2020, at the Office of the
Comments/Questions	Procurement, 13400 Griffin Road, Southwest
	Ranches, FL 33330.
Deadline for Submission of Proposals	11:45 a.m. local time, on Tuesday, January 28,
	2020, at the Office of the Procurement, 13400
	Griffin Road, Southwest Ranches, FL 33330.
Public Opening	11:45 a.m. local time, on Tuesday, January 28,
	2020, at the Grand Oak Conference Room,
	13400 Griffin Road, Southwest Ranches, FL
	33330.
Selection Committee meeting(s); and	Tuesday, February 4, 2020, 12:00 p.m.
	Wednesday, February 5, 2020, beginning at
Oral Presentations (by invitation, if necessary)	12:00 p.m.
Award Date	Thursday, January 23, 2020.

The anticipated schedule and deadline for this RFP is as follows:

# 1.7 PROPOSAL SUBMISSION

Proposals must be accompanied by a Cashier's Check or Proposal Bond made payable to the Town of Southwest Ranches in an amount not less than five percent (5%) of the base Proposal to guarantee a contract is promptly executed, Payment Bond, Performance Bond and Insurance Certificates are furnished. The return of Cashier's Checks or other cash security to Proposers shall be subject to the time periods for payment in the Florida Prompt Payment Act, Section 287.70, et seq. It is anticipated that Proposals will be opened at 11:45 a.m. at the Southwest Ranches Town Hall located at 13400 Griffin Road, Southwest Ranches, FL 33330 on Tuesday, January 28, 2020.

All Proposals must be submitted on 8  $1/2 \ge 11$ -inch paper. One (1) unbound original and six (6) hard copies of the complete Proposal must be received by the Town no later than 11:45 a.m. local time on Tuesday, January 28, 2020. Proposers must also submit an electronic copy of the Proposal on CD or flash drive in PDF or similar format. The original and all copies must be submitted in a sealed envelope or container. The Proposers complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name Address Phone Number

> Town of Southwest Ranches Venessa Redman, Sr. Procurement & Budget Officer Procurement Department 13400 Griffin Road Southwest Ranches, FL 33330

RFP No.: 20-006

TOWN-WIDE IRRIGATION MAINTENANCE SERVICES

Due Date: Tuesday, January 28, 2020

Hand carried Proposals may be delivered to the above address ONLY between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the Town.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper of envelope used by such service.

The submission of a signed Proposal by a Proposer will be considered by the Town as constituting a legal offer by the Proposer to provide services required by this RFP at the proposed price identified therein.

No Proposals will be accepted after the deadline for submission of Proposals or at any location other than the location designated in this RFP.

Facsimile or email submittals will not be accepted. Proposals delivered or received after 11:00 a.m. local time on the above referenced date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is delivered or received will be resolved against the Proposer.

# **1.8 CONTACT PERSON**

The individual designated as the "Contact Person" for the RFP is:

Venessa Redman, Senior Budget and Procurement Officer 13400 Griffin Road Southwest Ranches, FL 33330 Phone: 954 434 0008 Ext. 7467 Fax: 954 434 1490 Email: vredman@southwestranches.org

# **1.9 ADDITIONAL INFORMATION/AMENDMENT(S)**

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e mail, U.S. Mail no later than Tuesday, January 21, 2019, to the address listed in this RFP Timetable (*See* Section 1.6) or fax number or e mail address listed for the Contact Person (*See* Section 1.8). The request must contain the proposer's name, address, phone number, facsimile number and e mail address.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, facsimile number and e mail address.

Changes to this RFP, when deemed necessary by the Town, will be completed only by written Amendment(s) issued prior to the deadline for submission of Proposals. Proposers should not rely on any representations, statements, or explanation other than those made by this RFP or in any Amendment to this RFP. Where there appears to be a conflict between this RFP and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this RFP will be posted on Town of Southwest Ranches Purchasing Department website which can be accessed at http://southwestranches.org/procurement/.

It is the sole responsibility of Proposer to routinely check for any Amendments that may have been issued prior to the deadline for submission of proposals. Town shall not be responsible for the completeness of any RFP package not downloaded from this website or purchased directly from the Department. A proposer may verify with the designated Contact Person (*See* Section 1.8) that proposer has received all Amendments to this RFP prior to the submission of its proposal.

# 1.10 PROCUREMENT CODE

Article IX of the Town's Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system that provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town

# 1.11 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this RFP between a potential vendor, service provider, proposer, lobbyist, or consultant and the Town Council members, Town's professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee. See Article IX, Sec. 2 208(c) for additional information including permitted exceptions to the Cone of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RFP and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event that the Town Administrator cancels the solicitation.

During the effective period of the Cone of Silence, any party that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the selection committee, the procurement consultant, Herb Hyman, CPPO, CPPB and/or the Town Council relative to this RFP, except as may be permitted or required during public meetings of the Town Council.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular proposer shall render any RFP award to said Proposer voidable by the Town, at the Town's sole discretion.

# **1.12 PUBLIC OPENING**

A public opening, of Proposals, will take place on Tuesday, January 28, 2020, at 11:45 a.m. local time in the Town Grand Oak Conference Room.

The identity of the Proposers and respective total Proposal price shall be read aloud. However, no additional information set forth in the Proposal shall be made public until the time of a notice of an "Intended award" or 30 days from the Proposal Opening, whichever is earlier, and in accordance with Florida Statutes, Chapter 119.

After opening of Proposals, the Town will look for any unbalanced Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices for those items the Town will utilize. The Town intends to award a Contract to the lowest, responsive and responsible Proposer in accordance with the terms of this RFP and the Town's Procurement Code.

In the award of a Contract pursuant to this RFP, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

# 1.13 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town relating to this RFP are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information. Parties shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any Proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the RFP, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this RFP.

The Town reserves the right to reject any or all portions of any Proposal, to reject all Proposals, to waive any informality, non-material irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interest of the Town.

No guarantee or warranty is given or implied by the Town regarding the minimum or total amount of services that may be purchased from the contract or award. The quantities and frequencies provided herein, are for proposal purposes only and, will be used for tabulation and presentation of the Proposal. The Town reserves the right to increase or decrease service quantities and frequencies, as deemed necessary to serve the best interests of the Town.

# SECTION 2 TERMS AND CONDITIONS

# 2.1 ADHERENCE TO REQUIREMENTS

Proposers guarantee their commitment, compliance, and adherence to all requirements of this RFP by submission of their proposals.

# 2.2 PROPOSAL FORMAT AND CONTENT

2.2.1 <u>Technical Proposal</u>. Proposals must contain all of the documents included in the appendix, each fully completed, signed and notarized, as required. Failure of a Proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

Proposers must use the Proposal form(s) furnished by the Town and included in the appendix of the RFP. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the Proposal documents may invalidate the Proposal. Also, Proposals having an erasure or corrections must be initialed by the Proposer in ink. Proposals shall be signed in ink; and all pricing shall be typewritten or filled in with ink. A Proposal submission in pencil will not be accepted.

All items should be submitted as a part of the proposal prior to the deadline for submission of proposals (*See* Section 1.6) or the proposal shall be deemed non-responsive.

The Department reserves the right to request additional information to be used for evaluating responses received from any or all proposers, including, but not limited to, additional references or financial information. Further, the Department retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient ability to perform under the Agreement.

Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the Department (normally within two (2) business days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive. Notwithstanding these submittal requirements, the Department reserves the right, at its sole discretion, to waive any non-minor irregularity relating to the proposal.

# 2.3 **PROPOSAL SCHEDULE**

Each proposer shall submit a completed Proposal Schedule, included as Appendix "A". Pricing in the Proposal Schedule shall include all labor, equipment and materials necessary to complete the work in accordance with the contract documents, schedules, plans, and all issued addenda.

Proposer warrants that the prices, terms and conditions quoted in the Proposal Schedule will be firm for a period of ninety (90) days from the date of the Proposal opening. If there is a discrepancy in the unit and extended prices, the calculated total price based on unit prices shall prevail. Proposers are responsible for checking their calculations. Failure to do so will be at the Proposer's risk, and errors will not release the Proposer from performance of the Contract at the Proposal price.

# 2.4 MODIFIED PROPOSALS

Proposers may submit a modified Proposal to replace all or any portion of a previously submitted Proposal until the deadline for submission of Proposals specified in the RFP Timetable (*See* Section 1.6). The Town will only consider the latest proposal submitted.

# 2.5 WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn, only by written notification to the Town, prior to the opening of Proposals. (*See* Section 1.6). After the opening of Proposals, they shall be irrevocable for a period of one hundred and twenty (120) days. Unless withdrawn, as provided in this section, a Proposal shall be irrevocable until the time that a Contract is awarded. Proposers who unilaterally withdraw a Proposal, without permission of the Town, prior to the expiration of the 120-day timeframe may be debarred and are subject to forfeiture of the Proposal Security.

# 2.6 LATE PROPOSAL, LATE MODIFIED PROPOSAL

Proposals and/or modifications to Proposals received after the deadline for submission of Proposals specified in the RFP Timetable (*See* Section 1.6) shall not be considered.

# 2.7 RFP POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all Proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the Proposals received as a result of this RFP. In addition, the Town of Southwest Ranches Council may reject any proposal prior to award.

Failure on the part of the awarded Proposer to comply with the terms of this RFP, to execute and deliver any required Contract Documents, bonds, and insurance, will result in the cancellation or rescission of the award, and a forfeiture of the Proposal security. In that event, the Town may proceed to award the contract to the next lowest, responsive and responsible Proposer, or to readvertise the project, in its sole discretion.

# 2.8 COSTS INCURRED BY PROPOSERS

All expenses incurred with the preparation and submission of Proposals, or any work performed in connection therewith, shall be borne by the Proposer.

# 2.9 **PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

# 2.10 RIGHT TO PROTEST

For purposes of this RFP, the term "Purchasing Code" shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this RFP by reference ("Bid Protest"). By responding to this RFP, all Proposers agree that the Bid Protest procedures set forth in the Code are applicable to this RFP.

Any Proposer may protest a recommendation for award, by submitting a written protest to the Director of Purchasing within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Director of Purchasing at 13400 Griffin Road, Southwest Ranches, FL 33330 and delivered via hand delivery, or mail.

# 2.11 RULES; REGULATIONS; LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Town, at its discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements for this RFP and the Contract Award. Also, price, responsibility, and responsiveness of the Proposer, including the financial position, experience, staffing, equipment, materials, and references of Contractor, and past history of service by Contractor to the Town and/or with other units of state, and/or local government in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

# 2.12 EVALUATION OF PROPOSALS

Proposals will be evaluated by the Selection Committee (the "SC") process. The SC will evaluate and rank the Proposals received in accordance with the requirements of this RFP and the Town's Procurement Code. The SC will analyze Proposals to ensure that unit prices are within industry standards and that the Proposers are not charging excessive unit prices. The SC may require an interview or presentation to assist their evaluation of the services and prices being offered.

Proposals shall be evaluated based on the following point system:

Evaluation Criteria	Points
1. Price (Proposal Forms);	40

2. Experience and tenure of Proposer's assigned Project Manager or Work Crew Supervisor relative to this Proposal for Town Wide Irrigation Maintenance Services;	25
3. Proposed Management Plan for the Town, including commitment of dedicated crews and equipment to the Town, structure of services to be provided, including table or organization and auxiliary services, and compliance with 2 CFR 200.	10
4. Past and present performance including information disclosed by references;	10
5. Price of auxiliary services from Maintenance Proposal: Price List by Service;	10
6. Professional certifications and memberships.	5
TOTAL POINTS	100

# 2.13 PROFESSIONAL ORGANIZATIONS

In accordance with the evaluation factors (*See* Section 2.12), preference shall be given to Contractors' proposals evidencing the following professional certifications and memberships in good standing:

- A. Certificate of Training, Best Management Practices, Florida Green Industries, issued by the Florida Department of Environmental Protection.
- B. Certification (any/all) from Florida Nursery Growers & Landscape Association (FNGLA).
- C. Membership in Florida Nursery Growers & Landscape Association (FNGLA).
- D. Membership in Florida Urban Forestry Council (FUFC).
- E. Membership in Florida Turfgrass Association (FTGA).

# 2.14 AWARD

The Town intends to award a contract to the lowest, responsive and responsible Proposer whose Proposal meets the requirements of this RFP, and in accordance with the Town's Procurement Code.

The Town reserves the right to award the Contract on a split order basis, group by group, or item by item, or such combination as will best serve the interests of the Town. Final determination and award of Contract shall be made by the Town Council.

In the award of a Contract, the services shall be provided on a "non-exclusive" basis, and the Town may utilize the services of other vendors as may be deemed necessary at the Town's discretion.

# 2.15 WRITTEN CONTRACT

The successful Proposer shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this RFP, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this RFP. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

# 2.16 ASSIGNMENT

This RFP and any Contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Contractor, and Contractor may not, either directly or indirectly, assign its rights or delegate its obligations to Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

# 2.17 CANCELLATION

Failure on the part of the awarded Proposer to comply with the terms of this RFP and to execute and deliver any required Contract Documents and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Proposer with the next highest ranking by the selection committee, or to re-advertise the RFP, in its sole discretion.

# 2.18 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RFP or the Contract shall be deemed to create a partnership or joint venture with the Town. Proposer shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

# 2.19 COMPLIANCE WITH LAW

Proposer shall comply with all applicable laws, regulations and ordinances of any federal, state, or local governmental authority having jurisdiction with respect to this RFP and any Contract awarded. Proposer shall obtain and maintain any and all permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

# 2.20 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Proposer

or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor is responsible.

# 2.21 INDEMNIFICATION

To the fullest extent permitted by Florida law the Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorney fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the Contract or anyone else for whose actions Proposer may be responsible, regardless of the partial fault of any party indemnified hereunder.

# 2.22 SECONDARY/OTHER VENDORS

The Town reserves the right, in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner, to seek other sources without violating the intent of this RFP or the Contract awarded.

# 2.23 DEFAULT PROVISION

In case of default by the Proposer, the Town may procure the articles or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

# 2.24 GOVERNING LAW

The validity of this RFP, the Contract awarded and the interpretation of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this RFP or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

# 2.25 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this RFP. Any default under this RFP shall subject Proposer to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

# 2.26 REMEDIES FOR BREACH

Should the selected Proposer fail to perform after Contract execution, the Town shall notify Proposer in writing of such failure and Proposer shall have fourteen (14) days to cure such failure or within time frames as set forth in the Contract. If Proposer fails to cure, then the Town

shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Proposer for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

# 2.27 PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a Proposal will be honored unless a specific exemption from the Public Law exists and is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Proposer acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

In accordance with Florida Statutes, 119.071(1)(b)(2) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the Proposals, proposals, or final replies, whichever is earlier.

To the extent that Proposer has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Proposer shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Proposer agrees to keep and maintain public records required by the Town in Proposer's possession or control in connection with Proposer's performance under this RFP and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Proposer shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Proposer does not transfer the records to the Town.

Upon completion of the Contract, Proposer agrees, at no cost to Town, to transfer to the Town all public records in possession of the Proposer or keep and maintain public records required by the Town to perform the service. If the Proposer transfers all public records to the Town upon completion of the Contract, the Proposer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Proposer keeps and maintains public records upon completion of the Contract, the Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology system of the Town.

Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434 0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

# 2.28 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Proposer shall comply with the requirements of 2 CFR §200.321 as applicable to this RFP. Proposer's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the Contract for cause.

# 2.29 CONTRACT PROVISIONS (EXHIBIT "A")

2.29.1 <u>Agreement</u>. The selected Proposer will be required to execute a contract in a form and substance similar to the attached Example Agreement (Exhibit "A"), subject to negotiated exceptions.

2.29.2 <u>Authorization to Sign</u>. In addition to executing the Agreement, the selected Proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Agreement is authorized to legally bind the proposing entity. Additionally, if a selected Proposer is a partnership, all general partners must sign the Agreement and the notarized statement. If the selected Proposer is a joint venture, all members of the joint venture must sign the Agreement and the notarized statement.

# 2.30 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE

Where a Proposer is required to enter onto the Town of Southwest Ranches property to deliver materials or to perform work or services as a result of a Proposal award, the Proposer will assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposer shall be liable for any damage or loss to the Town occasioned by negligence, intentional acts, or omissions of the Proposer, his agents, subcontractors, or any person the Proposer utilizes in the completion of his contract. Proposer shall be required to furnish a certified copy of all licenses, certificates of competency or other licensure requirements necessary to practice his profession as required by Florida Statutes, Florida Building Code, Broward County, or Town of Southwest Ranches Code. These documents shall be furnished to the Town along with the Proposal response. Failure to furnish

these documents or to have required licensure will be grounds for rejecting the Proposal as non-responsive.

The Proposal shall include Certificate(s) of Insurance or written proof of the ability to provide the required insurance by an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Town in an amount equal to 100% of the requirements.

# 2.31 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected Proposer to provide certified copies of all insurance policies specified in the Agreement (Exhibit "A"). The selected Proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Agreement, insurance coverages and limits, including endorsements, as described in the Agreement (See Exhibit "A"). Failure to maintain the required insurance shall be considered a material default of the Agreement. The requirements contained therein, as well as the Town's review or acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected Proposer under the Agreement.

Prior to award and prior to commencing Work, the Successful Proposer shall provide to the Town certified copies of all insurance policies. The insurance policies shall provide coverage as outlined below:

2.31.1 <u>Worker's Compensation Insurance</u> is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Proposer shall carry Worker's Compensation Insurance with the statutory limits, as required by Florida Statutes, chapter 440, as amended, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against Town.

2.31.2 <u>Business Automobile Liability Insurance</u> Proposer shall carry business automobile liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

2.31.3 <u>Commercial General Liability.</u> Proposer shall carry Commercial General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence combined single limit for bodily injury and property damage, and not less than One Million Dollars (\$1,000,000) in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or

completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

# 2.32 ADDITIONAL INSURANCE REQUIREMENTS

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES Attn: Andrew D. Berns, Town Administrator 13400 Griffin Road. Southwest Ranches, FL 33330

and

Broward County Board of County Commissioners 115 S. Andrews Avenue Fort Lauderdale, FL 33301

# The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated "A " or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the Proposer and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of the vendor and the Town.

# Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Proposers are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided in the appendix and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Contract award within thirty (30) days of awarding. The Proposer hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Proposal protest or sue the Town by virtue of such cancellation or rescission.

# 2.33 SECURITY AND BONDING REQUIREMENTS

Simultaneous with the delivery of an executed Proposal to the Town, Proposers shall furnish a Proposal Security in an amount equal to five percent (5%) of the total gross amount of the Proposal. The Proposal Security shall be issued in the form of a bond issued by a Surety authorized to transact business in the State of Florida, having an agent in the State of Florida, or in the form of Money Order or Cashier's payable to the Town of Southwest Ranches, Florida and drawn on a Florida bank, or in the form of an irrevocable letter of credit. Bonds shall be submitted on the forms provided herein by the Town. Failure to supply Proposal Security with the Proposal at the time of Proposal opening shall automatically disqualify the Proposer as non-responsive.

# 2.34 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any Proposer by virtue of this RFP or any negotiations conducted hereunder. The Town's obligations shall not commence until an Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a Proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Agreement by the Town Council.

# 2.35 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Proposer further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Proposer understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the Agreement, disqualification or debarment of Proposer from participating in Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

# 2.36 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit ("DOIA") must be completed on behalf of any individual or business entity that seeks to do business with the Town. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any

entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Upon request from the Department, the selected proposer shall submit a completed DOIA within a reasonable time. If the selected proposer fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

# 2.37 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposals, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

# 2.38 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

Proposer shall complete the attached Sworn Statement on Public entity Crimes, and submit it with its proposal.

# SECTION 3 CONTRACT

# 3.1 UNIT PRICES

The Contractor is advised that the contract is a unit price contract. As such, the intent of the contract is to include all labor, materials, transportation, equipment, fuel, and all other items necessary to complete the item of work, in the unit price for the item. All items incidental to or necessary for the completion of the proposal item shall be included in the unit price for the item.

# **3.2 CONTRACT DOCUMENTS**

The Contract Documents comprise the entire agreement between the Town and Contractor concerning the Work. Any Work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied

whether or not specifically called for. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, or to any permits and conditions thereof, shall mean the latest standard specification, manual, code, laws, regulations or permit in effect at the time of executing the Contract, unless otherwise specifically stated.

If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately report findings to the Town in writing, and shall obtain a written interpretation or clarification from the Town, before proceeding with the Work affected by the findings. Failure to obtain such written interpretation or clarification before proceeding, shall result in a conclusive forfeiture and abandonment of any claim by Contractor for additional compensation and/or time, which could have been avoided by such interpretation or clarification, and Contractor shall bear all costs associated with removal, replacement, correction, repair or restoration of such Work.

# 3.3 CHANGES IN THE WORK

Without invalidating the Contract and without notice to any surety, the Town may, issue a Change Order or Change Directive. Upon receipt of a Change Order or written Change Directive, Contractor shall promptly proceed with the Work included in the Change Order or Change Directive.

The Town and Contractor shall execute appropriate Change Orders or Change Directives which may include: 1) additions, deletions or revisions to the scope of services; 2) acceptance of, or correction of defective Work included in section 3.4– "Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work".

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents is required to be given to a surety, the giving of such notice will be Contractor's responsibility, and the amount of each applicable Bond may be adjusted accordingly.

# 3.4 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME

The Proposal price constitutes the total compensation, subject to authorized adjustments, payable to the Contractor for the complete and timely performance of the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price or Contract Time.

Quantities shown in the Proposal and Proposal Form are approximate only and are subject to either increase or decrease. The quantities indicated are estimates based on the scope of the project. Unless authorized by the Town, via Change Order or Change Directive, variation in the estimated quantities shall not be a basis for the Contractor to seek payment beyond the price stipulated in the Proposal, Proposal Form and Contract.

3.4.1 <u>Change Order</u>. The Contract may be changed only by a Change Order or Change Directive approved by the Town. Any increase or decrease in the Contract Price or adjustment

in the Contract Time shall be based on written notice, by the Contractor to the Town. All claims for adjustment in the Contract Price or Contract Time shall be determined by the Town. Contractor acknowledges and agrees that no claim for an adjustment in the Contract Price or Contract Time will be valid or enforceable if not submitted in strict accordance with this paragraph.

The value of any Work covered by a Change Order or of any claim for change in the Contract Price or Contract Time shall be determined by: 1) mutual acceptance of a lump sum or 2) by application of unit prices contained in the Contract Documents to the quantities of the items involved. The Town in its sole discretion, shall decide, whether to issue a written Change Order.

3.4.2 <u>Unit Prices</u>. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include all Unit Price Work, in an amount equal to the sum of the established unit price item multiplied by the quantity. The estimated quantities of items are not guaranteed. Each unit price shall be deemed to include Contractor's overhead and profit.

# 3.5 WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Contractor warrants and guarantees that all work will be in strict accordance with the Contract Documents and will be free from defects. The quality and acceptance of workmanship will be determined during site inspections by the Town. Any and all defective Work may be rejected, corrected, or accepted, as provided below.

3.5.1 <u>Owner May Stop the Work</u>. If Work is defective, Contractor fails to supply sufficiently skilled workers, suitable materials or equipment, fails to furnish or perform the Work in a manner that will result in Work that strictly conform to the Contract Documents, the Town may order Contractor to Stop the Work, until the cause for such order has been eliminated. However, the Town's right to stop Work shall not give rise to any duty on the part of Town to exercise this right for the benefit of Contractor or any other party.

3.5.2 <u>Correction or Removal of Defective Work</u>. If required by Town, Contractor shall within twenty-four (24) hours and at its sole expense, correct all defective Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal nor shall Contractor be entitled to any time extension in connection therewith.

3.5.3 <u>Acceptance of Defective Work</u>. Instead of requiring correction or removal and replacement of defective Work, the Town may accept the defective work. Contractor shall bear all direct, indirect and consequential costs attributable to Town's evaluation of and determination to accept such defective Work. If such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and Town shall be entitled to an appropriate decrease in Contract Price. If the parties are unable to agree as to the amount thereof, Town may make a claim as provided in Section 3.3 – "Change in the Contract Price or Contract Time". If the acceptance occurs after final payment, an appropriate amount, consistent with the above will be promptly paid by the Contractor to the Town.

3.5.4 <u>Town May Correct Defective Work</u>. If the Town issues notice, requiring correction of defective work and Contractor fails to do so within twenty-four (24) hours of notice, the Town may take all action necessary to correct the defect. In exercising the rights and remedies under this paragraph Town shall proceed expeditiously. The Town reserves the right to deduct the cost to correct unacceptable workmanship along with \$100 per hour administrative costs from the Contractor's monthly invoice. Unacceptable work shall be deducted from the monthly invoice based on line items in the Proposal Forms.

3.5.5 <u>Contractor's Failure to Perform.</u> Should Contractor fail to perform, Town shall notify Contractor in writing of such failure and Contractor shall have fifteen (15) days thereafter to cure such failure. If Contractor is unable or unwilling to cure such Failure to Perform, then Town shall receive a refund equal to the actual cost of a third party to cure such failure and may immediately terminate any contract award for default. In the event of any litigation arising out of or relating hereto, the prevailing party shall be entitled to an award of its attorney's fees and costs at both the trial and appellate levels.

3.5.6 <u>Termination for Convenience</u>. The Town shall have the right to terminate the contract for convenience upon thirty (30) days written notice. In the event of a Termination for Convenience, the Town shall pay for services provided by the Contractor through the effective date of the termination, but shall have no further liability or responsibility to the Contractor. Contractor hereby waives any and all claims for additional compensation and damages, including but not limited to loss of anticipated profits on work not performed. In the event a termination for default is later determined by a court of competent jurisdiction to be wrongful or without cause, the termination shall automatically be deemed one for convenience and Contractor's sole compensation shall be in accordance with this section. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, as set forth in the Contract.

#### 3.6 SUSPENSION OF WORK AND TERMINATION

The Town may terminate all Work if Contractor violates any provisions of the Contract Documents. In such case, the Town may, after giving Contractor written notice pursuant to the Contract terminate the services of the Contractor. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished. If the costs of completing the Work exceeds the unpaid balance, Contractor shall promptly pay the difference to the Town. When exercising any rights or remedies under this paragraph the Town shall not be required to obtain the lowest price for the Work performed, nor obtain competitive Proposals for the Work except as required by Florida law.

Where Contractor's services have been terminated by the Town, the termination will not affect any rights or remedies of the Town against Contractor or any surety then existing or which may thereafter accrue. Any payment of monies due Contractor by the Town will not release the Contractor from liability for unfinished or defective Work and such payment shall not be evidence of acceptance of any defective Work.

Upon thirty day (30) written notice to Contractor, the Town may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract at

the Town's convenience. In such case, Contractor shall be paid for all Work executed up to the date of receipt of the written notice. In no event shall Town be liable for consequential damages, including but not limited to, lost profits on Work not yet performed.

# **3.7 PAYMENT**

The payment to Contractor is for all materials, labor, services, equipment and all else necessary to fully complete the Work. The Work includes all accessories, appurtenances or other work required for completion of the Contract.

Contractor shall render all Work to the Town at the quoted price stipulated in the Proposal and Proposal Form and Town shall pay Contractor for the satisfactory and timely completion of the Work in strict accordance with the Contract Documents at prices stipulated in Proposal Form.

In no event shall Town be liable for any cost increases or price escalations associated with labor, services, materials, equipment, or any other charges that may arise during the performance of the Work, regardless of any delays in the Work, whether occasioned by Town or Contractor, or both. In the event the cost of the Work exceeds the amounts set forth and included in the Contract Price, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be adjustments to the Contract Price pursuant to any written Change Order executed by Town and Contractor in accordance with the terms and conditions of this RFP and the Contract.

Town and Contractor agree that payment under the Contract will be subject to (a) the delivery of an appropriate invoice or payment application by Contractor to Town, and (b) verification by Town that the Work is acceptable and has been performed in strict accordance with the Contract. Upon verification by Town that the invoiced Work has been satisfactorily performed in strict accordance with the Contract, Town shall have thirty (30) days thereafter to pay the invoice, or such undisputed portion as Town determines in its sole discretion.

No payment will be made for Work performed by the Contractor to replace defective work and for work which is not shown or ordered, and which is outside the limits shown or ordered, or additional work performed by Contractor without prior written approval of Town. Nothing herein shall be construed as authorizing or consenting to waive sovereign immunity or permitting liens to be asserted against the Town's property.

The Town Administrator may withhold, in whole or in part, payment for Work deemed inadequate or defective which has not been remedied in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town. Payment may be withheld for Contractor's failure to comply with terms, conditions or requirements of the Agreement.

# **3.8 METHOD OF PAYMENT**

The method of payment (check/credit card) is at the Town's discretion. The Town may choose to compensate vendors for goods and/or services via a Town Purchasing Card ("P-CARD"). Payments made by P-CARD shall be accepted on a "same as cash" basis. No other costs,

including but not limited to, service charge, fee, or penalty shall be billed to the Town, for payments rendered by P-Card.

# 3.9 PHYSICAL CONDITIONS

The Town shall furnish the lands upon which the Work is to be performed, including all applicable rights-of-way and easements. Proposer shall have full responsibility with respect to physical conditions in or relating to existing surface structures. By submitting its Proposal, Proposer represents that it has visited the Site and/or otherwise become generally familiar with such conditions, including any local conditions affecting the Work, and has accounted for same within its Proposal.

Proposer shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any deletions or revisions in the Work and any potential modifications to the terms and conditions as outlined in Section 3.2 – "Changes in the Work".

In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown within the Contract Documents, from those ordinarily encountered, or of an unusual nature, Contractor, without disturbing the conditions and before performing any Work, shall within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the differing conditions. Contract Manager shall investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Manager, the conditions do materially differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, Contract Manager may recommend an equitable adjustment to the Contractor's compensation hereunder. If Contract Manager and Contractor cannot agree on an adjustment in the compensation, the adjustment shall be referred to the Town Administrator for determination. No request by Contractor for an equitable adjustment to the Agreement under this provision shall be allowed unless Contractor has given written notice to the Contract Manager in strict accordance with the provisions of this Section.

It shall be Proposers responsibility to locate any underground or overhead utility lines or equipment.

#### SECTION 4 RESPONSIBILITIES

#### 4.1 **PROPOSER'S RESPONSIBILITIES**

4.1.1 <u>Meeting with the Town.</u> The Contractor's President/Chief Operating Officer must be available to attend meetings with the Town and/or it's designee within 24 hours of notification.

4.1.2 <u>On Call.</u> The Contractor, or an employee of the Contractor approved by the Town, must be on 24-hour call, at all times, for emergency purposes.

<u>Supervision of Work.</u> Proposer shall supervise and direct the Work competently and efficiently, devoting such attention and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Proposer shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions necessary for the Work. Proposer shall also be responsible to see that the finished Work strictly complies with the Contract Documents.

4.1.4 <u>Communication</u>. For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor must be able to read, write, and speak English. The President/Chief Operating Officer of the contracting firm must be available to attend meetings with the Town and/or its designee within 24 hours of notification.

4.1.5 <u>Safety Precautions.</u> The Proposer shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all O.S.H.A. safety requirements while performing the Work. At a minimum, all personnel performing the work subject to the RFP and Contract awarded will be required to wear safety equipment and clothing appropriate for the work, which may, for example, include Level 2 International Safety Equipment Association (ISEA) approved vests. Any personnel improperly prepared shall be dismissed until proper equipment is secured.

4.1.6 <u>Debris Removal.</u> All debris removed from the Town must be legally disposed of according to the Town's Code of Ordinances and in accordance with local, state and federal regulations. Proposer hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses, including, but not limited to, reasonable attorney's fees, at both the trial and appellate levels, caused by Proposer's improper disposal, site cleanup or failure to comply with any applicable environmental laws.

4.1.7 <u>Sub-contractor</u>. If the Proposer intends to use sub-contractors to perform any work pursuant to the RFP, the sub-contractors are subject to prior approval by the Town. Proposer shall be fully responsible to the Town for all acts and omissions of any sub-contractors, suppliers, other persons and organizations performing or furnishing any of the Work under the Contract to the same extent in which Proposer is responsible for Proposer's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

4.1.8 <u>Site Conditions.</u> All Work shall be done according to local laws and ordinances and shall be performed during regular working hours. During the progress of the Work, Proposer shall keep the Work Site and premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Proposer shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials and shall leave the site clean and ready for use by the Town.

4.1.9 <u>Loss Prevention</u>. Proposer shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to other property at the Work Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and other items.

4.1.10 <u>Sales Tax.</u> As set forth in the terms of this RFP, Proposer shall pay all sales, consumer, use and other similar taxes and should not include taxes in Proposal prices. The Town is exempt from Florida sales tax on direct purchases of tangible property or services. Also, it is the responsibility of the Proposer to procure all necessary permits and licenses the cost of which shall be deemed included in the Proposal price.

# 4.2 IRRIGATION MAINTENANCE BASE STANDARDS

Prior to the commencement of the maintenance program, the Contractor shall have thirty (30) days from the execution of the contract to inspect the irrigation systems and prepare an initial inspection report cataloging existing damage, incorrect operation and coverage to the Town. After this initial inspection report, the Contractor shall be responsible for the integrity of the systems and repairs as referenced in Section 4.3.1, below.

# 4.3 MONTHLY REPORTS

Contractor shall provide to the Town's Designee written irrigation schedules and written monthly reports regarding the function of the irrigation systems, and itemizing all authorized repairs performed.

The Contractor's monthly invoice shall itemize all components replaced by the Contractor in accordance with unit prices set forth in the Contractor's proposal.

The Contractor shall be responsible for controlling the amount of water used for irrigation and any damage that results from over-watering or insufficient watering shall be the responsibility of the Contractor as described in Section 5.7 Quality of Services.

# 4.4 OPERATION AND MAINTENANCE OF IRRIGATION SYSTEM

The Contractor shall be responsible for the operation and maintenance of the automatic irrigation systems and for setting and adjusting the time clocks and water sensor devices to ensure proper watering of all plant material and turf in the landscape. The Contractor shall notify the Town's Designee of any sprinkler system malfunctions within 24 hours of the Contractor's observation of said malfunction(s).

4.4.1 <u>Riser Repair.</u> The Contractor shall be responsible for the labor and supervision for minor irrigation repairs to the risers, sprinkler heads, any lines up to and including two (2) inches in diameter, as required to keep the systems operating. Major repairs to main lines, pumps and intake piping and any incidental items shall be reimbursed by the Town. Reimbursable repair work shall require authorization by the Town's Designee prior to commencement.

4.4.2 <u>Irrigation timers</u> shall be checked at least once (1) per week or as may otherwise be required.

4.4.3 <u>Monthly Maintenance</u>. The Contractor shall, at least once (1) per month, fully operate all irrigation zones and replace, repair or clean all irrigation heads, lines, valves, valve boxes and controllers as needed. Any equipment damaged by the Contractor's operation shall be replaced with the same equipment and by the same manufacturer as originally installed unless otherwise approved by the Town's Designee.

4.4.4 <u>Capacity</u>. The irrigation shall be capable of providing 1½ inch of water to all turf and shrub beds each week or as often as required to provide for a uniform lush green landscape appearance. The systems shall be adjusted by the Contractor during the various seasons. The Contractor shall be required to make all repairs within a minimum twenty-four (24) hour time period or sooner as directed by the Town's Designee. Any form of damage to the irrigation systems must be reported to the Town's Designee in writing within 24 hours of discovery.

4.4.5 <u>Drought Conditions</u>. Contractor shall irrigate as necessary during periods of little or no rainfall using the automatic irrigation systems and any supplemental watering necessary to apply the proper amount of water to keep the plant material in optimum health. Contractor is responsible for compliance with any water restrictions imposed by any local, county or state agencies.

4.4.6 <u>Rust Inhibition</u>. The Contractor shall add chemical injections for rust inhibition to the system(s) and will be responsible for monthly maintenance of chemicals, as needed or directed by the Town's Designee.

# 4.5 EQUIPMENT

All equipment shall be maintained in an efficient and safe operating condition while performing Work under the Contract. Equipment shall have all proper safety devices required by law, properly maintained and in use at all times. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the Town may direct the Proposer to remove such equipment and/or the operator until the deficiency is corrected; provided however, that nothing in this paragraph shall create a duty by the Town to Proposer or anyone else to exercise this right. The Proposer shall be solely responsible and liable for injury to persons, and/or property damage caused by performance of the Work and operation of the equipment.

# 4.6 EQUIPMENT STORAGE AND MOBILIZATION

The Proposer must be fully capable of servicing the Town's needs and providing all of the materials and equipment to fulfill the requirements of the Contract Documents, and shall be responsible for the storage of all materials and equipment at Proposer's sole expense. Storage shall not be permitted at any of the sites specified herein or at/on any other Town properties. No equipment shall be parked overnight in the medians, right-of-way or on Town Property without the Town's prior written consent.

#### 4.7 HOURS OF OPERATION

The Proposer shall perform work Monday through Friday, except Holidays, between 7:00 a.m. and 5:00 p.m.

#### SECTION 5 SCOPE OF SERVICES

#### 5.1 **PROJECT LIMITS**

This RFP pertains to the maintenance of publicly owned properties throughout the Town, including but not limited to Roads, Rights-of-Way, and Recreational Trail. The maintenance area is bounded on the north by Griffin Road, the south by Sheridan Street, the east by Flamingo Road and to the west slightly beyond US 27. See Maintenance Locations /Zones list for all delineated areas to be maintained.

### 5.2 ADDITIONS OR DELETIONS OF MAINTENANCE AREA

At the Town's discretion, it may add new maintenance areas, delete maintenance areas, reduce the frequency of service, discontinue service by Contractor or request the resumption of service to a previously discontinued area, at any given time during the life of the Contract. Evaluation of costs for areas that are to be added or deleted shall be calculated based upon unit prices in the Proposal Forms. Upon the Town's written request to the Contractor to add a new maintenance area to the Contract or resume service to a previously terminated maintenance area, Contractor shall commence maintenance to said area within ten (10) days. Service to locations deleted by the Town for durations less than the remaining life of the contract may be resumed at any time for the originally proposed contract value.

At the Town's discretion, it may delete maintenance areas or the frequency of maintenance from the contract at any given time during the life of the contract, for the life of the contract, or lesser durations. The Town shall give the Contractor ten (10) calendar day's written notice prior to the deletion of a maintenance area for any given period of time. Deleted areas, if less than the entire maintenance area, shall be evaluated using unit prices in the proposal forms.

#### 5.3 DAMAGE BY CONTRACTOR

Any damage to the road, facilities, sewers, utilities, irrigation systems, neighboring or adjacent properties or vegetation caused by the Contractor shall be repaired, at the Contractors expense, to the Town's satisfaction. Failure to restore damages within three (3) working days, following written notification, shall result in a deduction from Contractor's next invoice of the Town's expenses for labor, material, services or equipment, including all related Administrative costs incurred by the Town to restore the property to its original condition. Notification shall be by letter, fax or email.

# 5.4 CONTRACTOR'S PERSONNEL

Contractor shall employ personnel competent to perform the work specified herein. The Town reserves the right to request the removal of a Contractor's employee from performing maintenance upon the Town's property where such employee's performance or actions are detrimental to the Town. Contactor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on Town premises. (*See* Drug-Free Workplace Certification Form).

### 5.5 CONTRACTOR'S VEHICLES

Contractor's vehicles shall be in good repair, free from leaking fluids, properly registered, of uniform color and shall bear the company name on each side in not less than 1-½ inch letters. In addition, vehicles shall bear a magnetic sign on each side stating "Contractor for Southwest Ranches Public Works" when performing work hereunder.

# 5.6 QUALITY OF SERVICES

The quality and acceptance of workmanship will be determined during site inspections by the Town. Areas that are determined to be unacceptable shall be addressed by the Contractor in accordance with Section 3.4.

For each re-inspection required, the Town shall have the discretion to deduct a flat fee of five hundred (\$500) dollars per site re-inspection.

#### SECTION 6 GENERAL REQUIREMENTS

# 6.1 DISPOSAL

No fuel, oils, solvents, or similar materials are to be disposed of in any catch basins or on the ground. The Contractor must closely adhere to all local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup. Contractor further agrees to indemnify, defend and hold Town harmless from any penalties, injury or damage resulting from non-compliance.

#### 6.2 LAWS AND PERMITS

Contractor shall comply with all applicable federal, state and local laws, regulations and ordinances. It is the responsibility of the Contractor to procure all necessary permits and licenses for performance of all work hereunder.

### 6.3 COMPLETION OF TASK

The Contractor shall complete any specific maintenance item, task, or auxiliary service requested by the Town within 24 hours of notification, unless otherwise agreed upon by Town's Designee.

#### 6.4 ADDITIONAL SERVICES

Additional services required shall be evaluated by both the Town and the Contractor for the mutual determination of a fair unit cost, to be based upon similar service rendered at similar sites.

#### 6.5 **REPAIRS**

The Contractor shall notify the Town, within the same work day as discovered, of any items in need of repair, restoration and/or replacement. The Town may request a proposal for the repair, restoration and/or replacement of the material. The Town reserves the right to seek alternate proposals and to engage the services of others to perform repairs.

#### 6.6 VANDALISM

In the event the Contractor discovers or is made aware of damage, vandalism or theft at a Site specified herein, the Contractor shall notify the Town's Designee within 30 minutes of such discovery.

#### 6.7 STAGING

The Contractor shall be prohibited from having his vehicles enter Work Sites without the prior consent of the Town's Designee. The Contractor shall provide a written staging location plan for the Town's approval prior to commencement of any work.

#### 6.8 FORCE MAJEURE

In the event of a natural disaster or other type of emergency which may disrupt the scheduled work or work sites, the Town reserves the right to adjust, modify or suspend services at any and all locations.

#### 6.9 UNIFORMS

At all times while performing the work subject to RFP, all of the Contractor's personnel shall be required to wear uniforms (e.g. work shirts, etc.) clearly identifying the Contractor's company name, and a Contractor- supplied name and photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from Town property.

#### SECTION 7 SPECIAL REQUIREMENTS

#### 7.1 COMMUNICATION

For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor who can read, write, and speak English fluently is required. The Project Manager or Work Crew Supervisor shall have proven technical and managerial experience in grounds maintenance. The

Town reserves the right in its sole discretion to approve or disapprove selection of the Project Manager / Work Crew Supervisor.

# 7.2 EMERGENCY

In the event of an emergency including but not limited to: storm, tornado, hurricane, auto accident, or any other emergency, that causes a roadway or pedestrian area to be obstructed, the contractor shall be available on a first priority basis (within 24 hours). Contractor shall remove obstruction and legally dispose of same at an EPA or Town approved dump site.

#### SECTION 8 DEFINITIONS

<u>ADDENDA</u>. Written or graphic instruments which clarify, correct or revise the proposal documents or the Contract Documents for this Request for Proposal.

<u>PROPOSAL</u>. The offer or proposal to perform all services required in this Request for Proposal.

<u>BOARD AND BATTEN.</u> 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.

<u>BOND</u>. Proposal, performance and payment bonds which guarantee performance of obligations specified in the Contract.

<u>CHANGE ORDER</u>. A document which amends the scope of services, scheduling or pricing within the executed Contract.

<u>CODE ENFORCEMENT.</u> Tasks assigned by Code Enforcement Department or Town Designee separate and distinct from Contract Work to remediate specific private property non-maintenance issues.

<u>CODE ENFORCEMENT MOWING.</u> 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.

<u>CONTRACT.</u> 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.

<u>CONTRACT DOCUMENTS.</u> 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.

<u>CONTRACT PRICE</u>. The monies payable by Town for services provided by the Contractor and in compliance with Contract standards.

<u>CONTRACTOR</u>. 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.

<u>DEFECTIVE.</u> 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.

<u>DEFECTIVE WORK</u>. 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.

<u>FINAL COMPLETION</u>. Work completed in compliance with industry standards, contract provisions, and passed final inspection.

<u>FIRE ANT CONTROL.</u> 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.

<u>INSECTICIDE/FUNGICIDE APPLICATION.</u> Identifying areas of landscape or plant material affected by insects and/or disease and applying corrective chemicals.

<u>JOINT/CRACK CLEANING.</u> 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.

<u>LANDSCAPE BED.</u> Planted area where shrubs, groundcovers, and /or other plant material and trees are grouped together in a mulched bed.

<u>LINE OF SIGHT BRUSH BACK.</u> Occasional cutting back of overgrowth of shrubs and trees that extend into the road right-of- way obstructing the line of sight (LOS) vision. This work may occur up to or more than eight (8) times per year as directed by the Town's Designee.

<u>LITTER REMOVAL.</u> 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.

36

<u>LODGE POLE AND SISAL.</u> 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.

<u>MAINTENANCE</u>. 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.

<u>PROJECT.</u> The whole or any part of the Work to be provided under this RFP and the Contract Documents.

<u>PROPOSAL.</u> The offer or proposal of a Proposer submitted on the prescribed form(s) and including all information and submission required by the RFP.

<u>RIGHT OF WAY BRUSH BACK.</u> Regularly scheduled cutting back of overgrowth of shrubs and trees within Town's right-of-way, each maintenance visit.

<u>ROOT BALL STAKING.</u> A method of supporting plant material which utilizes vertical and horizontal lumber supports around the root ball of a plant. Specified for all trees with insufficient root systems. This is the preferred method of staking trees in Southwest Ranches.

<u>ROW.</u> Right-of-Way or Rights of Way.

<u>SELECTIVE TRIMMING.</u> 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.

<u>SERVICE CATEGORY.</u> 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:

<u>Service Category A:</u> Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zones 1 and 2, Griffin Road East and West Right-of Way Maintenance.

<u>Service Category D</u>: Type or style of maintenance as defined in this RFP located within Maintenance Zones 33 through 43, Parks and Other Town Property Maintenance.

<u>SITE.</u> An area of ground within the Town, requiring maintenance. (e.g. "Griffin Road West").

<u>SITE INSPECTIONS.</u> Inspections made by the Town to verify the quality of the Work performed or to verify that deficient work has been corrected.

<u>STRING TRIMMING.</u> Shall be used to maintain any area that is not accessible by mowing equipment. In turf areas, string trimming shall be four and one half (4.5) inches in height, depending on types of turf maintained. Scalping of sod areas shall be prohibited. (*See* Section P/Quality). The girdling of trees is to be avoided at all times.

<u>SWEEPING/BLOWING.</u> Shall be used to gather post-cut landscape and other debris from hardscape surfaces.

TOWN. Town of Southwest Ranches, Florida.

<u>TREE BED.</u> A circular area extending three (3) foot from a tree trunk, surrounding any individual trees not planted in multiples in landscape beds.

<u>TREE SERVICES.</u> 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.

<u>TRASH RECEPTACLE.</u> 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.

<u>WEEDING.</u> The removal of unwanted plat 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.

<u>WORK.</u> The result of performing services, furnishing labor, furnishing and incorporating materials and equipment, as required by the RFP, Contract Documents and addendums.

#### **APPENDIX A- PROPOSAL SCHEDULE**

The undersigned hereby proposes to furnish all labor, equipment and materials necessary to complete the work in strict accordance with the Contract Documents, schedules and plans, and all addenda, if issued, for the lump sum price shown below.

ITEM	DESCRIPTION	<u>UNITS</u>	QUANTITY	<u>UNIT</u> PRICE	TOTAL PRICE

#### TOTAL BASE PROPOSAL PLUS ADD ALTERNATIVE

\$\_\_\_\_\_

Proposer\_\_\_\_\_

The quantities indicated in the Proposal and Proposal Forms are estimates of the work. The Town does not guarantee the quantities shown on the Proposal form. Bidder/Proposer shall refer to the Contract Documents, exhibits and specifications for additional information.

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal as Principal or Principals is/are named herein and that no other person than herein mentioned has any interest in this Proposal or in the Contract to be entered into; that this Proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud.

The Proposer shall furnish prices for all Proposal items. Failure to do so may render the Proposal invalid and cause its rejection. Also, evidence that the Proposer holds appropriate licenses to perform the Work which is the subject of this Proposal, and as required by Florida Statutes and local law, must be submitted along with the Proposal. Proposers must also have the insurances and any applicable bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

All applicable federal, state and local taxes, permit fees, insurance, and performance and payment bonds are included in the Proposal price. In the event of any discrepancy in the line item amounts, the calculated total shall control.

Both the Proposer and the licensee shall fill in the information on next page, pursuant to chapter 489, Florida Statutes. Licensee is defined as the person who is the licensed Contractor who qualifies the Bidding Company, Corporation or Partnership. If the Proposer is an individual, he must be licensed. (Please print or type, excluding signatures).

# [Remainder of page intentionally left blank]

# PROPOSER INFORMATION

NAME:		
ADDRESS:		
FEIN:		
LICENSE NUMBER: _		STATE OR COUNTY:
	Attach copy of licen	se)
LICENSE LIMITATIO		h a separate sheet, if necessary)
LICENSEE SIGNATUR	٤E:	
LICENSEE NAME:		
PROPOSER'S SIGNAT	`URE:	
PROPOSER'S NAME:		
PROPOSER'S PHONE	NUMBER: Office:	Cell:
PROPOSER'S EMAIL	ADDRESS:	
By:		
Name of Corpora	ation/Entity	
Address of Corp	oration/Entity	
Signature of Pres	sident or Authorized	l Principal
By:		
Title:seal)		(If the Proposer is a Corporation, affix corporate

# APPENDIX "B" PROPOSAL FORMS

#### SERVICE CATEGORIES/MAINTENANCE LOCATIONS/ZONES

#### **SERVICE CATEGORY A:**

#### IRRIGATION MAINTENANCE - ROADS/MEDIANS/SWALES - GRIFFIN ROAD EAST

Zone 1. GRIFFIN ROAD EAST

ROW: Flamingo Rd. to SW 148 Ave.

- a.) North swale All from edge of pavement to top of canal bank
- b.) Medians All
- c.) 3 Retention Ponds
- d.) South swale All from edge of pavement to property line

#### Zone 2. GRIFFIN ROAD WEST

ROW: west of Dykes Rd. to east of SW 188 Ave.:

- a.) Medians All
- b) South swale All

#### **SERVICE CATEGORY D:**

#### IRRIGATION MAINTENANCE - PARKS AND OTHER TOWN PROPERTY

Zone 34. Sunshine Ranches Equestrian Park – 20 acres

Zone 39. Town Hall – 2 acres

Location/ Zone	Frequency	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Irrigation wet test and report	12	1	1	1	1	1	1	1	1	1	1	1	1

\*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

# MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL):

#### **IRRIGATION MAINTENANCE – ROADS**

Service	Location/	<b>Unit Price Per</b>		Annual Price – (Frequencies as per
Category	Zone #	Service		"Maintenance Frequencies" sheets)
А	1	\$		\$
Α	2	\$		\$
SUBTOTAL IRRIGATION			\$	
MAINTENA	MAINTENANCE – ROADS			

# MAINTENANCE PROPOSAL: PRICE LIST BY ZONE/SERVICE CATEGORY (BASE PROPOSAL):

#### **IRRIGATION MAINTENANCE - PARKS AND OTHER FACILITIES**

Service Category	Location/ Zone #	Location/Zone Name	Unit Price per service	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
D	34	Sunshine Ranches Equestrian Park –		
		20 acres	\$	\$
D	1	Town Hall $- <2$ acres, with rust		
		inhibition	\$	\$
SUBTOTA OTHER FA	L IRRIGATI ACILITIES	\$		
GRAND TOTAL – IRRIGATION MAINTENANCE PROPOSAL: PRICE LIST BY ZONE (BASE PROPOSAL):				

PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

# MAINTENANCE PROPOSAL: PRICE LIST BY SERVICE (AUXILIARY SERVICES)

Item No.	Services	Unit	Unit Price
1.	Irrigation Supervisor	Per Square Foot	\$
2.	Irrigation Technician	Per Linear Foot (20' +/- width)	\$
3.	Irrigation Laborer	Per Square Foot	\$

# **IRRIGATION SYSTEM COMPONENTS (FURNISH AND INSTALL):**

Item No.	Services	Unit	Unit Price
4.	Rainbird 6" Pop UP	Each	\$
5.	Corresponding Rainbird 6" nozzles as per plans/specs	Each	\$
6.	Rainbird 12" Pop UP	Each	\$
7.	Corresponding Rainbird 12" nozzles as per plans/specs	Each	\$
8.	Rainbird 1800 series– (06 -12)	Each	\$
9.	Corresponding 1800 series nozzles as per plans/specs	Each	\$
10.	Rainbird 5000 series – Rotor heads	Each	\$
11.	Corresponding 5000 series nozzles as per plans/specs	Each	\$
12.	Rainbird 7005 series – Rotor heads	Each	\$
13.	Corresponding 7005 series nozzles as per plans/specs	Each	\$
14.	Rainbird 8005 series – Rotor heads	Each	\$
15.	Corresponding 8005 series nozzles as per plans/specs	Each	\$
16.	Rainbird Talon series – Rotor heads	Each	\$
17.	Corresponding Talon series nozzles as per plans/specs	Each	\$
18.	Ell	Each	\$
19.	Funny pipe	Per foot	\$
20.	NDS 10" Round valve box	Each	\$
21.	NDS 12" X 17" Rectangular valve box	Each	\$
22.	Amtech 12" X 18" Rectangular valve box	Each	\$
23.	Rainbird 300 BPE Electric Remote	Each	\$

	Control Valves		
24.	Rainbird PGA series 2" Electric Remote Control Valves	Each	\$
25.	Rainbird 5LRC 5 <sup>1</sup> / <sub>2</sub> " quick coupling Valves	Each	\$
26.	Rainbird PEBPRS-D "Control Valve"	Each	\$
27.	Rainbird 200 series Electric Remote Control Valve	Each	\$
28.	Rainbird PRS Dial pressure regulating device	Each	\$

\*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.

# PROPOSER'S SIGNATURE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

# **PROPOSAL SIGNATURE**

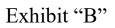
The Proposer offers the preceding completed Proposal Forms for providing all labor, materials equipment, machinery and services to perform Town Wide Irrigation Maintenance Services in accordance with the specifications herein.

PROPOSER'S SIGNATURE: \_\_\_\_\_

PROPOSER'S NAME:\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

# This page intentionally left blank





# CONTRACT RENEWAL

This Renewal Agreement ("Agreement") is made and entered into as of \_\_\_\_\_\_, 2025 by and between the Town of Southwest Ranches, with its principal office located at 13400 Griffin Road, Southwest Ranches, FL 33330 ("Town"), and Budget Sprinkler Repair, LLC, with its principal office located at 7997 NW 128 Lane, Parkland, FL 33076 ("Vendor").

**WHEREAS**, pursuant to Resolution No, 2020-037, on May 14, 2020, the Town and the Vendor entered into an agreement (the "Original Agreement") for the provision of Town-Wide Irrigation Maintenance services;

**WHEREAS**, this renewal provides for amendment to the Original Agreement to renew the contract for Town-Wide Irrigation Maintenance services for an additional five (5) year term, beginning on May 14, 2025;

**WHEREAS**, in order to align the contract term dates with the Town's fiscal year, the first year of this five (5) year extension is slightly longer than five years as it establishes an initial renewal period that will commence immediately during fiscal year 2025 and run through the end of the 2026 fiscal year;

WHEREAS, an immediate 3% Consumer Price Index (CPI) adjustment is to be activated;

**WHEREAS**, for the fiscal year of October 1, 2025 to September 30, 2026, Budget Sprinkler Repair, LLC will provide Town-Wide Irrigation Maintenance services for an annual base fee of \$27,737.90;

**WHEREAS**, additional services that may be requested per the RFP pricing menu will also have the 3% Consumer Price Index (CPI) adjustment applied;

**WHEREAS,** any proposed fee increases for maintenance services beyond the fiscal year ending September 30, 2026, must be submitted at least ninety (90) days before the annual renewal date and shall be limited to the Consumer Price Index (CPI) adjustment, with a maximum increase of 5%, subject to the sole discretion of the Town Administrator;

**WHEREAS**, the Town and the Vendor desire to renew the Original Agreement under the terms and conditions set forth herein and approved via Resolution No. 2020-037;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Renewal Term**: The term of the Original Agreement is hereby extended for an additional five (5) year term, beginning on May 14, 2025.
- 2. **Compensation**: The Town shall pay the Vendor as outlined above.
- 3. **Scope of Services/Goods**: The Vendor shall continue to provide the services/goods as outlined in the Original Agreement. Any modifications to the scope of services/goods must be agreed upon in writing by both parties.
- 4. **Terms and Conditions**: All terms and conditions of the Original Agreement, except as expressly modified by this Agreement, shall remain in full force and effect during the Renewal Term.

- 5. **Notices**: Any notice required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail, return receipt requested, or by overnight delivery service to the addresses set forth above.
- 6. **Miscellaneous**: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by both parties. Vendor agrees to comply with all applicable Federal, State, County, and local laws, rules, regulations, ordinances, and codes in performing all Work under this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Renewal Agreement as of the day and year first above written.

#### TOWN OF SOUTHWEST RANCHES

#### **BUDGET SPRINKLER REPAIR, LLC**

By:
Name: Russell Muniz
Title: Town Administrator
Date:

By:		
Name		 
Title: _		
Date: _	 	 

1001.026.2025