

RESOLUTION NO. 2015-027

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, ACCEPTING THE SELECTION COMMITTEE'S DECISION TO RECOMMEND RELIANCE CONTRACTORS AS A QUALIFIED PROPOSER FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES TO THE TOWN; APPROVING AN AGREEMENT WITH RELIANCE CONTRACTORS TO PROVIDE TOWN-WIDE FACILITIES MAINTENANCE SERVICES TO THE TOWN IN AN AMOUNT NOT TO EXCEED \$67,536 (SIXTY SVEN THOUSAND, FIVE HUNDRED THIRTY SIX DOLLARS PER FISCAL YEAR; APPROVING AN EXPENSE NOT TO EXCEED \$39,396 (THIRTY NINE THOUSAND, THREE HUNDRED NINETY SIX DOLLARS) FOR TOWN-WIDE FACILITIES MAINTENANCE SERVICES, WHICH IS THE PRORATED AMOUNT FOR THE REMAINDER OF FY 2014-2015; APPROVING A FY 2014-2015 BUDGETARY APPROPRIATION FROM THE GENERAL FUND; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, In September, 2014, the Town, in compliance with the Town's procurement procedures, published a Request for Proposals 14-014 seeking Town-Wide Facilities Maintenance Services; and

WHEREAS, the Town had a mandatory pre-proposal conference on October 23, 2014 at 1:30 P.M.; and

WHEREAS, on November 20, 2014, the Town opened the sole response that it received from Reliance Contractors (the "Proposer"); and

WHEREAS, on December 11, 2014, at an advertised public meeting, the Town's Selection Committee ("SC") reviewed the proposal, and decided to meet with the Proposer for questions and answers at the next scheduled SC meeting; and

WHEREAS, on January 6, 2015, at an advertised public meeting, the Town's Selection Committee ("SC") met with the Proposer and recommend Reliance Contractors as a qualified proposer; and

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

WHEREAS, the project is unfunded in the current fiscal year 2014-2015, and the Town desires to provide funds for this project from its General Fund; and

WHEREAS, Reliance and the Town desire to enter into an Agreement for the provision of Town-Wide Facilities Maintenance Services by Reliance 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 accepts the recommendation of the SC that Reliance Contractors is a qualified 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 "A", for Town-Wide Facilities Maintenance Services.

Section 4. In accordance with the Town Charter and the budget adopted in Ordinance No. 2014-006, the FY 2014-2015 budget is hereby amended by increasing the General Fund: Appropriated Fund Balance revenue account 001-0000-399-39900 in the amount of \$39,396 and increasing the General Fund: PROS Department – Ground Maintenance – Parks expense account 001-3600-572-46040 in the amount of \$39,396.

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

Section 6. This Resolution shall take effect immediately upon its adoption.

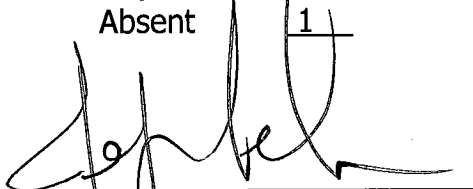
[Signatures on Following Page]

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

Ranches, Florida, this 12th day of February, 2015, on a motion by Council Member Breitkreuz and seconded by Council Member McKay.

Nelson	<u>Absent</u>
Fisikelli	<u>Yes</u>
Breitkreuz	<u>Yes</u>
Jablonski	<u>Yes</u>
McKay	<u>Yes</u>

Ayes	<u>4</u>
Nays	<u>0</u>
Absent	<u>1</u>




Jeff Nelson, Mayor

ATTEST:



Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, J.D., Town Attorney

112237472.1

AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND
RELIANCE CONTRACTORS, INC.
FOR
TOWN-WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14- 014

TOWN – WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

THIS IS AN AGREEMENT (“Agreement”) made and entered into on this 12th day of February 2015 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as “TOWN”) and **Reliance Contractors, Inc.** (hereinafter referred to as “Contractor”).

WHEREAS, the TOWN desires to select a contractor for the purpose of **Town-Wide Facilities Maintenance Services (“Project”)**; and

WHEREAS, the TOWN advertised a Request for Proposals, RFP No. 14-014 on September 17, 2014 (“RFP”); and

WHEREAS, one (1) proposal was received by the TOWN on November 20, 2014; and

WHEREAS, the TOWN has adopted Resolution No. 2015-~~027~~ 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, the proposal submitted to the Town by Contractor is attached to this Agreement as Exhibit “A-1” and made a part hereof.

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

1. CONTRACT DOCUMENTS/SCOPE OF WORK: The Contract Documents consist of the following documents: Request for Proposals #14-014 (attached herein as Composite Exhibit “B,” hereinafter interchangeably referred to as the “Scope of Services,” “Services,” or “Work” unless otherwise specified), which is incorporated herein by reference and shall be completely integrated and construed as being a specific part of this Agreement, Contractor’s Proposal (Exhibit “A-1”), this Agreement and any written modifications hereto. In the case of a conflict in the Contract Documents, those requiring the more stringent performance by Contractor shall govern. The Contractor shall provide Town-wide Facilities Maintenance Services for the term of this Agreement, and any approved extensions thereto (as set forth in Section 24 of the Proposal Documents). The Work includes but is not limited to the following: furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the Work described and detailed in, or reasonably inferable from, the Contract Documents. Refer also to SCOPE OF SERVICES / SPECIFICATIONS, Sections A-R of the Proposal Documents. All Work rendered pursuant to this Agreement by Contractor shall be performed in strict 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 other Contract Documents, Best Management practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.

2. LICENSING/PERMITS: Contractor represents that it will maintain at times during the progress of any Work and any warranty period, all licenses, certificates of competency or other documents required by the Scope of Services evidencing compliance with licensure requirements necessary to practice his profession as required by Florida law, Broward County, and the Town’s Code.

3. INSURANCE: Contractor shall procure and maintain at all times during the performance of this Agreement, including any approved extensions thereof, all insurance coverages required by, and in the manner specified in, Section 9 of the RFP.

4. INDEMNIFICATION: Contractor's indemnification obligations are set forth in Section 16 of the RFP. Contractor further agrees that in claims against any person indemnified hereunder by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations hereunder shall not be limited by a limitation on amount or type or amount of damages, compensation or benefits payable under worker's compensation acts, disability benefits acts, or other employee benefits acts. 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 negligent or intentional act or omission of Contractor or any one of its employees, contractors or agents.

5. CHANGES TO SCOPE OF WORK: The Town shall not accept any change orders from the Contractor for the Project unless approved in writing by the Town. By executing this Agreement, Contractor specifically acknowledges that Contractor has performed its due diligence and will perform the Work for the prices stated in Contractor's Proposal attached hereto, for the term of this Agreement, and any approved extensions thereof.

6. COMPENSATION & METHOD OF PAYMENT

- .1 The amount of compensation payable by the TOWN to Contractor shall be based upon the rates and schedules (interchangeably referred to as the "Contract Price" or "Agreement Sum") as set forth in Composite Exhibit "B" which amount shall be accepted by Contractor as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by Contractor that these amounts are the maximum payable and constitute a limitation upon TOWN'S obligation to compensate Contractor for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- .2 The initial rates and schedules have been adopted by the TOWN Council as part of the Resolution enacting this Agreement. The TOWN Council, at its own discretion, may increase the rate by subsequent Resolution.
- .3 TOWN shall pay Contractor in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Town Administrator, for failure of Contractor to comply with a term, condition or requirement of this Agreement.
- .4 TOWN shall not be liable for any cost increases or escalation associated with labor, materials, including but not limited to petroleum, that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined herein as the Agreement Sum, 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 any adjustments to the Agreement Sum pursuant to any written Change Order duly executed by TOWN and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- .5 TOWN and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice by Contractor to TOWN, and (b) verification by TOWN that the Work has been

TOWN – WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

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

- .6 Notwithstanding any provision of this Agreement to the contrary, the Town Administrator may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of Contractor which has not been remedied or resolved in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by TOWN.
- .7 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 contract.
- .8 In case of default by Contractor, TOWN may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned or incurred thereby.

7. ASSIGNMENT: Refer to Section 19 of the RFP. No assignment of this Agreement or of the Work hereunder by Contractor shall be valid without the express written consent of the Town Administrator, which may be given or withheld, in TOWN'S sole discretion. All Work to be performed pursuant to this Agreement shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the written consent and approval of the Town Administrator.

8. WARRANTIES: Contractor warrants to the Town that all materials, supplies, equipment and Work under this Agreement will be of good quality, free from faults and defects and in conformance with the Contract Documents.

9. CONTRACTOR'S RESPONSIBILITY FOR SAFETY AND TO PROTECT WORK: Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss. Contractor shall also take reasonable steps to protect the Work and any adjacent or immediately surrounding property against all loss or damage, and shall promptly repair any damage done from any cause whatsoever. If such loss or damage is caused by Contractor's failure to properly protect or perform the Work or is otherwise caused from Contractor's intentional or negligent actions or omissions, such repairs shall be without cost or expense to the Town. In the event that the loss or damage is caused solely by an employee or agent of the Town and could not reasonably be avoided by Contractor's reasonable efforts to protect the Work or surrounding property, then the Town and Contractor shall negotiate a reasonable cost to repair the damage, and such costs shall be accounted for through the issuance of a change order to this Agreement.

10. DEFECTIVE WORK: Refer to Section 22 of the RFP.

11. DEFAULT/TERMINATION FOR CAUSE: Refer to Section 22 of the RFP.

- 11.1. In addition, the occurrence of any one or more of the following events will justify Town's termination of Contractor for cause:
- .1 Contractor's performance of defective work or persistent failure to perform the Work in strict accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment);
 - .2 Contractor's disregard of Laws or Regulations of any public body having jurisdiction state or federal laws;
 - .3 Violation of Town's policies and procedures, including Contractor's disregard of the authority of the Town, including the Contract Manager;
 - .4 Contractor's violation of any provisions of the Contract Documents;
 - .5 Contractor's Abandonment of the Work;
 - .6 Contractor's insolvency, bankruptcy, or assignment for the benefit of creditors.
- 11.2. If one or more of the events identified in paragraph 12.1 occur, Town may, after giving Contractor thirty (30) days written notice, terminate the services of Contractor.
- 11.3 Where Contractor's services have been so terminated by Owner, 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.
- 11.4 If, after notice of termination of Contractor's right to proceed, it is found that Contractor was not in default or that sufficient grounds for termination for cause did not exist, the termination shall be deemed automatically converted to one for convenience, and the rights and obligations of the Town and Contractor shall be the same as if the notice of termination were issued pursuant to Section 13 below.

12. TERMINATION FOR CONVENIENCE: Refer to Section 22.2 of the RFP.

- 12.1. The Agreement may be terminated for convenience in writing by the Town, without cause and without prejudice to any other right or remedy of Town, upon thirty (30) days written notice to Contractor of its intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid (without duplication of any items) for:
- .1 Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work, provided however, that Contractor must first provide Town with sufficient back-up documentation for such Work;

.2 Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents, plus fair and reasonable sums for overhead and profit on such expenses;

12.2 Under no circumstances shall payment include, or Town be liable for, lost or anticipated profit for Work or services not performed, nor for indirect, special or consequential damages of any kind.

13. INTERPRETATION:

13.1. Entire Agreement. This Agreement, including the Contract Documents, constitutes the entire agreement of the parties with respect to the subject matter hereof. No other agreements, oral or written, pertaining to the Work to be performed under this Agreement exist between the parties. This Agreement may be modified only by a written change order signed by both parties.

13.2. Governing Law. This Agreement shall be interpreted and governed in accordance with the laws of the State of Florida.

14. ATTORNEYS' FEES AND COSTS: If any party to this Agreement brings a cause of action against the other party arising from or relating to this Agreement the prevailing party in such proceeding shall be entitled to recover reasonable attorney's fees, experts fees, and court costs (at both the trial and appellate levels).

15. CONTRACTOR'S PERFORMANCE:

15.1 Contractor shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Town Administrator, which shall be in his sole and absolute discretion. If subcontractors are to be used during the term of this Agreement, a list of such subcontractors shall be provided to the Town Administrator, subject to his approval.

15.2 Contractor agrees to perform its Work in a professional manner and in accordance with all applicable 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 employable in the United States of America, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to TOWN any and all documentation, certifications, authorizations, licenses, permits, or registrations 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 the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

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

16. DISPUTE RESOLUTION: Refer to Section 11 of the RFP.

- 16.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the Town Administrator or his designee shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and such decisions of all claims, questions, difficulties and disputes shall be final and binding, subject to judicial resolution.
- 16.2 During the pendency of any dispute and after a determination thereof, Contractor and Town shall act in good faith to mitigate any potential damages.
- 16.3 In the event the determination of a dispute under this Section 17 is unacceptable to either party hereto, the party objecting to the 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 and must be accompanied by a statement that any adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. 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.**

17. AUDIT OF PROJECT RECORDS: Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of the later of three (3) years after termination or expiration 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 the three (3) year period, whichever is later, 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.

18. DIFFERING SITE CONDITIONS: In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the aforesaid conditions. Contract Manager shall investigate the site conditions identified by Contractor. If, in the sole opinion of Contract Manager, the conditions do materially so 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, whether or not charged as a result of the conditions, 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 in accordance with the provisions of Section 17 above. 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.

19. LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES:

19.1. Town does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the Contractor's responsibility prior to commencement of any Work to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Work. No additional payment will be made to the Contractor because of discrepancies in actual and planned location of utilities, and additional costs suffered as a result thereof.

19.2. The Contractor shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by the Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the Contractor for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

19.3. The Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. The Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the Contractor for any loss of time or delay.

19.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The Town reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor

are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

19.5. The foregoing provisions of this Section 20 relating to costs and/or delays incurred by Contractor due to underground structures and utilities are subject to Section 19 above; provided however, that under no circumstances shall Contractor be entitled to an equitable adjustment in compensation where Contractor knew or could have discovered through the exercise of due diligence, the existence and/or location of such underground structures and utilities.

20. NOTIFICATION OF CLAIM FOR CHANGE OF CONTRACT PRICE OR DAMAGES:

Any claim for a change in compensation or for damages shall be made by written notice by Contractor to the Contract Manager within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by Contractor of the claim and the notice shall state the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the Contract Manager (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. If the Contract Manager and Contractor cannot resolve a claim as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the Contract Manager, then Contractor shall submit the claim to Town Administrator within ten (10) calendar days from the date of impasse in accordance with Section 19 above. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

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TOWN – WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

21. NOTICES: Whenever either party desires to give notice to 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 the 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, J.D.
Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1700
Fort Lauderdale, Florida 33301

If to Contractor:

Joshua Becker
Reliance Contractors, Inc.
199 E. Flagler Street
Suite 155
Miami, Florida 33131

22. GOVERNING LAW AND VENUE: Refer to Section 21 of the RFP.

23. SEVERABILITY: Refer to Section 25 of the RFP.

24. SOVEREIGN IMMUNITY: Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Town's Sovereign Immunity defense or any other of the Town's immunities and limitations on liability as provided for in the Florida Statutes, as now worded or as may hereafter be amended, and all Florida case law interpreting same.

25. 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. 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 paragraph, 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 shall automatically be deemed converted to a termination for convenience and Contractor shall be paid solely in accordance with Section 13 above.

26. PUBLIC RECORDS: 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 Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor understands that 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. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate cancellation and/or termination of this Agreement by Town. 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 proposal process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

27. PUBLIC ENTITY CRIMES INFORMATION STATEMENT: Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 36 months following 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.

28. 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 or remedies 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 or in equity.

29. 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.

30. NO AMENDMENT OR WAIVER: This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

31. CHAPTER 558, FLORIDA STATUTES, NOT APPLICABLE. The parties understand and agree that Chapter 558, Florida Statutes, does not apply to this Agreement or the Work, and that the parties hereby "opt out" of the procedures set forth at Chapter 558, Florida Statutes.

32. MISCELLANEOUS:

- A. Ownership of Documents.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this 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. Independent Contractor.** Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.
- C. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement.

Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this paragraph C of Section 33.

- D. Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- E. Materiality and Waiver of Breach.** Town and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Town's failure to enforce any provision of this Agreement shall not be deemed

a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification or continuing waiver of the terms of this Agreement.

- F. 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 over the other.
- G. Drug-Free Workplace.** Contractor agrees that it shall maintain a drug-free workplace as set forth in the RFP.
- H. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.
- I. 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.
- J. 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.

[SIGNATURES ON FOLLOWING PAGE]

TOWN – WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

IN WITNESS WHEREOF, the parties have made and executed this Agreement 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 12th day of February 2015.

WITNESSES:

Susan Kutz
Susan Kutz
Juanita Romance
Juanita Romance

CONTRACTOR:

By: [Signature]
Joshua Becker, President

29 day of January 2015

TOWN OF SOUTHWEST RANCHES

By: [Signature]
Jeff Nelson, Mayor

12th day of February 2015

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

12th day of February 2015

ATTEST:

[Signature]
Russell Muñiz, MMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Keith M. Poliakoff, Town Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/02/15

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

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

PRODUCER Accurate 8300 West Flagler Suite 114 Miami, FL 33144 Phone (305)226-8727 Fax (305)226-8767	CONTACT NAME: Lucia Estrella PHONE (A/C No, Ext): (305)226-8727 E-MAIL ADDRESS: luciaestrella@bellsouth.net	FAX (A/C, No): (305)226-8767
	INSURER(S) AFFORDING COVERAGE	
INSURED Reliance Contractors Inc. 199 E Flagler St. #155 Miami, FL 33131-	INSURER A: Ascendant Commercial Insurance Co.	
	INSURER B: Ascendant Commercial Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL-548569-0	10/06/2014	10/06/2015	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 1,000,000.00 PRODUCTS - COMP/OP AGG \$ 1,000,000.00
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION\$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC-66589-0	01/12/2015	01/12/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000.00 E.L. DISEASE - EA EMPLOYEE \$ 100,000.00 E.L. DISEASE - POLICY LIMIT \$ 500,000.00

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

CERTIFICATE HOLDER BROWARD COUNTY BOARD OF COUNTY COMMISSIONER 115 S Andrews Avenue Fort Lauderdale, FL	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Lucia Estrella



199 E. Flagler St. #155
Miami, FL 33131

Joshua Becker
(305) 575-9149
jbecker@reliancecontractors.com

Town of Southwest Ranches

RFP No. 14-014
Town Wide Facilities Maintenance Services

November 20, 2014

**ADDENDUM #2
Town-Wide Facilities Maintenance Services
RFP No. 14-014**

Note: The following page replaces Page 27 of RFP 14-014. Proposers, please submit proposal prices on this sheet.

Revised Ver. 1/9/2015

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

PARKS AND OTHER FACILITIES MAINTENANCE

Service Category	Location / Zone #	Location Name	Unit (Weekly = 52 Monthly = 12)	Unit Price	Annual Price – (Frequencies as per "Maintenance Frequencies" sheets)
D	33	Trailside Park – 4 acres	Per month	\$ 128.00	\$ 1,536.00
D	34	Sunshine Ranches Equestrian Park – 20 acres	Per month	\$ 1,472.00	\$ 17,664
D	35	Calusa Corners Park – 12 acres	Per month	\$ 650.00	\$ 7,800.00
D	36. a.	Southwest Meadows Sanctuary Park – 24.5 acres	Per month	\$ 128.00	\$ 1,536.00
D	36. b.	Southwest Meadows Sanctuary Park Landscape bed Maintenance – 1 acre	Not included at this time (Price will be requested if location/zone added to contract)		
D	37. a.	Rolling Oaks Park – 44.5 acres	Per month	\$ 1,840.00	\$ 22,080.00
D	37. b.	Rolling Oaks Park Butterfly Garden Maintenance – 1 acre	Per month	\$ 368.00	\$ 4,416.00
D	38	Frontier Trails Park – 30 acres	Per month	\$ 128.00	\$ 1,536.00
D	39	Town Hall – <2 acres	Not included at this time (Price will be requested if location/zone added to contract)		
D	40	Public Safety Facility – <1 acre	Not included at this time (Price will be requested if location/zone added to contract)		
D	41	Stirling Rd. at SW 185 th Way "pocket park" – 1.6 acres	Per month	\$ 128.00	\$ 1,536.00
D	42	Country Estates Park – 16 acres	Per month	\$ 736.00	\$ 8,832.00
D	43	Broadwing Building – 1.7 acres	Per month	\$ 50.00	\$ 600.00

*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 ANNUAL PRICE (BASE PROPOSAL):

\$ 67,536.00

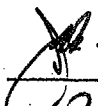
PROPOSER'S SIGNATURE _____

COMPANY NAME _____

Reliance Contractors Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (AUXILLARY SERVICES):			
PARKS AND OTHER FACILITIES MAINTENANCE			
Item #	Maintenance Service Category	Unit (Proposer to specify "per location," "per service," "per hour," etc., as applicable)	Unit Price
General Town Property Maintenance			
	Security	<i>per hour</i>	\$ 16.00
Q/ 1. iv.	Security	<i>per hour</i>	\$ 16.00
Interior Maintenance			
Q/ 2. i. 12.	Floor maintenance: stripping, polishing, waxing, and/or refurbishing	<i>per sqft.</i>	\$ 0.16
Q/ 2. i. 13.	Ceiling maintenance and tile replacement,	Per Proposal	
Q/ 2. i. 14.	Drywall repairs	Per Proposal	
Q/ 2. i. 15.	Unclog Drains	Per Proposal	
Exterior Maintenance			
Q/ 2. ii. 6.	EQ Rings/Trails Maint.	<i>per hour</i>	\$ 16.00
Q/ 2. ii. 7.	Pressure Cleaning of Site Structures and Furnishings	<i>per Hour.</i>	\$ 50.00
Q/ 2. ii. 8.	Shade Structures	<i>per Hour</i>	\$ 16.00
Q/ 2. ii. 9.	Cement, Brick Paver Cleaning & Sealing	Per Proposal	
Q/ 2. ii. 10.	Screen and Fenced Enclosure Cleaning	Per Proposal	
Q/ 2. ii. 11.	Parking Lot Striping and Bumper Painting	Per Proposal	
Q/ 2. ii. 12.	Emergency Board Up	Per Proposal	
Q/ 2. ii. 13.	Large Debris Haul Away	Per Proposal	
Q/ 2. ii. 14.	Window Replacement	Per Proposal	

PROPOSER'S SIGNATURE: 

COMPANY NAME: Reliance Contractors Inc.

[INTENTIONALLY LEFT BLANK]

ADDENDUM #2
Town-Wide Facilities Maintenance Services
RFP No. 14-014

Note: The following page replaces Page 29 of RFP 14-014. Proposers, please submit proposal prices on this sheet.

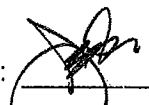
MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (AUXILIARY SERVICES):
PARKS AND OTHER FACILITIES MAINTENANCE

III. Other Routine And Incidental Maintenance		<u>Unit</u> (Proposer to specify "per location," "per service," "per hour," etc., as applicable)	<u>Unit Price</u>
Q/ 2. iii. 2.	Damage / Vandalism / Graffiti Reporting / Repair	<i>per hour</i>	\$ 16.00
Q/ 2. iii. 8.	Pre Party & Event Setup	<i>per hour</i>	\$ 16.00
Q/ 2. iii. 9.	Private Party & Town Event Clean-up	<i>per hour</i>	\$ 16.00
Q/ 2. iii. 11.	Storm Clean up	<i>per hour</i>	\$ 16.00
Q/ 2. iii. 12.	24/7 Emergency Services	<i>per hour</i>	\$ 19.00
Q/ 2. iii. 13.	Installation, removal, assembly and disassembly of site furnishings and appliances	Per Proposal	
Q/ 2. iii. 14.	Construction Clean-up	Per Proposal	
Q/ 2. iii. 15.	Repair / Handyman / Carpentry	Per Proposal	
Q/ 2. iii. 16.	Painting	Per Proposal	
MISCELLANEOUS CODE ENFORCEMENT SERVICES			
R/ 1.	Debris Removal:	Per Proposal	
R/ 2.	Boarding Service:	Per Proposal	
R/ 3.	Pool Fill-In:	Per Proposal	

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:

Joshua Becker

COMPANY NAME:

Reliance Contractors Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted Contractor list following a conviction for a 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 a public entity, may not be awarded to 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 Category Two of Sec. 287.017, F.S. for thirty six (36) months from the date of being placed on the convicted Contractor list".

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

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 199 E Flagler St. #155 Miami FL 33131
and (if applicable) its Federal Employer Identification Number (FEIN) is 47-1911014

(IF the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

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 or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
(i) A predecessor or successor of a person convicted of a public entity crime; or
(ii) Any 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 prime 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 thirty six (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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

6. Based on information and belief, 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.

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.

By: _____

Joshua Becker
(Printed Name)
President, Reliance Contractors Inc.
(Title)

Sworn to and subscribed before me this 19 day of November, 2014

Personally known _____ Or Produced Identification Placed Drivers Lic.

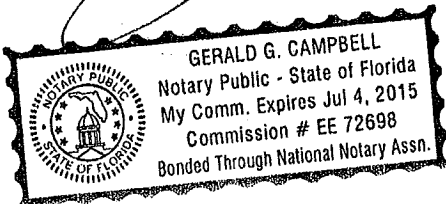
(Type of Identification)

Notary Public - State of Flor. Id. My Commission Expires 2/4/15

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

PROPOSER'S SIGNATURE: _____

COMPANY NAME: Reliance Contractors Inc.



TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

NON-COLLUSIVE AFFIDAVIT

State of Florida)

County of Miami - Dade)

) ss.

Joshua Becker being first duly sworn deposes and says that:

- 1 He/She is the President/Owner (Owner, Partner, Officer, Representative or Agent) of Reliance Contractors Inc. the Proposer that has submitted the attached Proposal;
- 2 He/She is fully informed respecting 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 proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- 5 The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: [Signature]

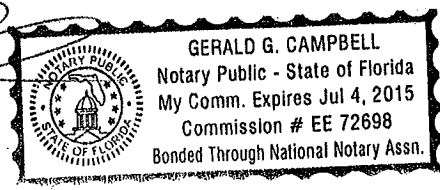
Joshua Becker
(Printed Name)
President, Reliance Contractors Inc.
(Title)

Sworn to and subscribed before me this 19 day of November, 2014

Personally known _____
Or Produced Identification Florida Drivers License
(Type of Identification)

Notary Public - State of Florida

My Commission Expires 7/4/15
(Printed, typed, or stamped commissioned name of notary public)



PROPOSER'S SIGNATURE: [Signature]
COMPANY NAME: Reliance Contractors Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

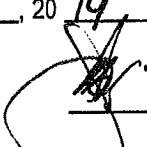
State of Florida)
County of Miami-Dade) ss.

I HEREBY CERTIFY that a meeting of the Board of Directors of a corporation or authorized representatives of a Limited Liability Company existing under the laws of the State of Florida, held on September 18, 20 14, the following resolution was duly passed and adopted:

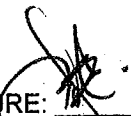
"RESOLVED, that Jashua Becker, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, Nov. 21 20 14, to the Town of Southwest Ranches and this corporation or Limited Liability Company and his execution thereof, 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 21 day of November, 20 14.



Secretary:
(SEAL)

PROPOSER'S SIGNATURE: 

COMPANY NAME: Reliance Contractors Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

PROPOSER QUALIFICATION

List Number of Irrigation Maintenance Contracts in excess of Fifty Thousand Dollars (\$50,000) per year in the past five (5) years.


Project Name: Lofts at Byron Condominium - Maintenance
Client Name: Lofts at Byron
Address: 501 74th St. Miami Beach FL 33141
Contact Person: Mary Niedergall - Association President
Contact Person Tel. No.: (786) 291-7500

Project Name: South Shore Yacht Club Condominium - Maintenance
Client Name: South Shore Yacht Club Condominium
Address: 200 South Shore Dr. Miami Beach FL 33141
Contact Person: Mark Butler - Association Secretary
Contact Person Tel. No.: (305) 725-2520

Project Name: Nelworth Condominium - Gen. Maintenance
Client Name: Nelworth Condominium
Address: 7326 Collins Ave. Miami Beach FL 33141
Contact Person: Joe Hagan - Association President
Contact Person Tel. No.: (786) 286-6959

Project Name: Island Point Condominium
Client Name: Island Point Condominium
Address: 7107 Bay Dr. Miami Beach FL 33141
Contact Person: Anita Stein - Association Secretary
Contact Person Tel. No.: _____

Project Name: Misc. Building Maintenance - Regatta Property Management
Client Name: Regatta Property Management & Real Estate
Address: 701 4th St. #101 Miami Beach FL 33139
Contact Person: Anthony Colon - Property Manager
Contact Person Tel. No.: (305) 905-7240

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

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

GOVERNMENTAL CONTACT INFORMATION

List any Governmental or Quasi-governmental Agencies for which the Proposer has done business within the past five (5) years.

Name of Agency: N/A

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____


Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____



S. Reliance Contractors Inc

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

PROPOSED MANAGEMENT PLAN

Provide a written description of proposed plan to accomplish work, including structure of provider, organizational chart and auxiliary services offered, crews, personnel and equipment to be dedicated to this project, if the Proposer is awarded a Contract. (Use additional sheets if necessary.)

Please See Attached.

PROPOSER'S SIGNATURE: 

COMPANY NAME:

Clash Becker - Reliance Contractors Inc.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

PROPOSER DISCLOSURE OF LITIGATION HISTORY

The Proposer's response to this questionnaire will be utilized as part of the Town's overall Proposal Evaluation and Contractor selection.

List all cases where Proposer has been a party to litigation or arbitration (or other binding dispute resolution procedure), whether plaintiff or defendant (petitioner or respondent), within the past five (5) years including case name, case number, jurisdiction, whether case has been resolved or is still pending, and a brief description of the nature of the case.

Case Name: N/A

Case Number: _____

Jurisdiction: _____

Plaintiff: _____

Defendant: _____

Case Status: Resolved _____ Pending _____

Brief description of nature of case: _____

Case Name: _____

Case Number: _____

Jurisdiction: _____

Plaintiff: _____

Defendant: _____

Case Status: Resolved _____ Pending _____

Brief description of nature of case: _____

Case Name: _____

Case Number: _____

Jurisdiction: _____

Plaintiff: _____

Defendant: _____

Case Status: Resolved _____ Pending _____

Brief description of nature of case: _____

PROPOSER'S SIGNATURE: 

COMPANY NAME: Reliance Contractors Inc.

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) be indicated below and this form returned to:

Juanita Romance, Procurements and Special Projects
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: jromance@southwestranches.org

N/A

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: _____

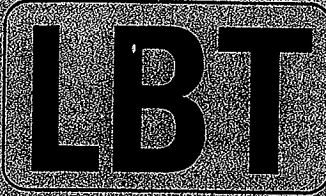
ADDRESS: _____

TELEPHONE: (_____) _____ DATE: _____

Local Business Tax Receipt

Miami-Dade County, State of Florida

(THIS IS NOT A BILL - DO NOT PAY)



7176046

BUSINESS NAME/LOCATION
RELIANCE CONTRACTORS INC
OPERATING IN DADE COUNTY

RECEIPT NO.
NEW BUSINESS
7455796

EXPIRES
SEPTEMBER 30 2015

Must be displayed in place of a Sign
in Pursuant to County Code
Chapter 6A - Art. 9 & 10

OWNER
RELIANCE CONTRACTORS INC
C/O JOSHUA D BECKER

Employee(s)

SEC. TYPE OF BUSINESS
213 SERVICE/BUSINESS

**PAYMENT RECEIVED
BY TAX COLLECTOR**

75.00 10/01/2014
0221-15-000033

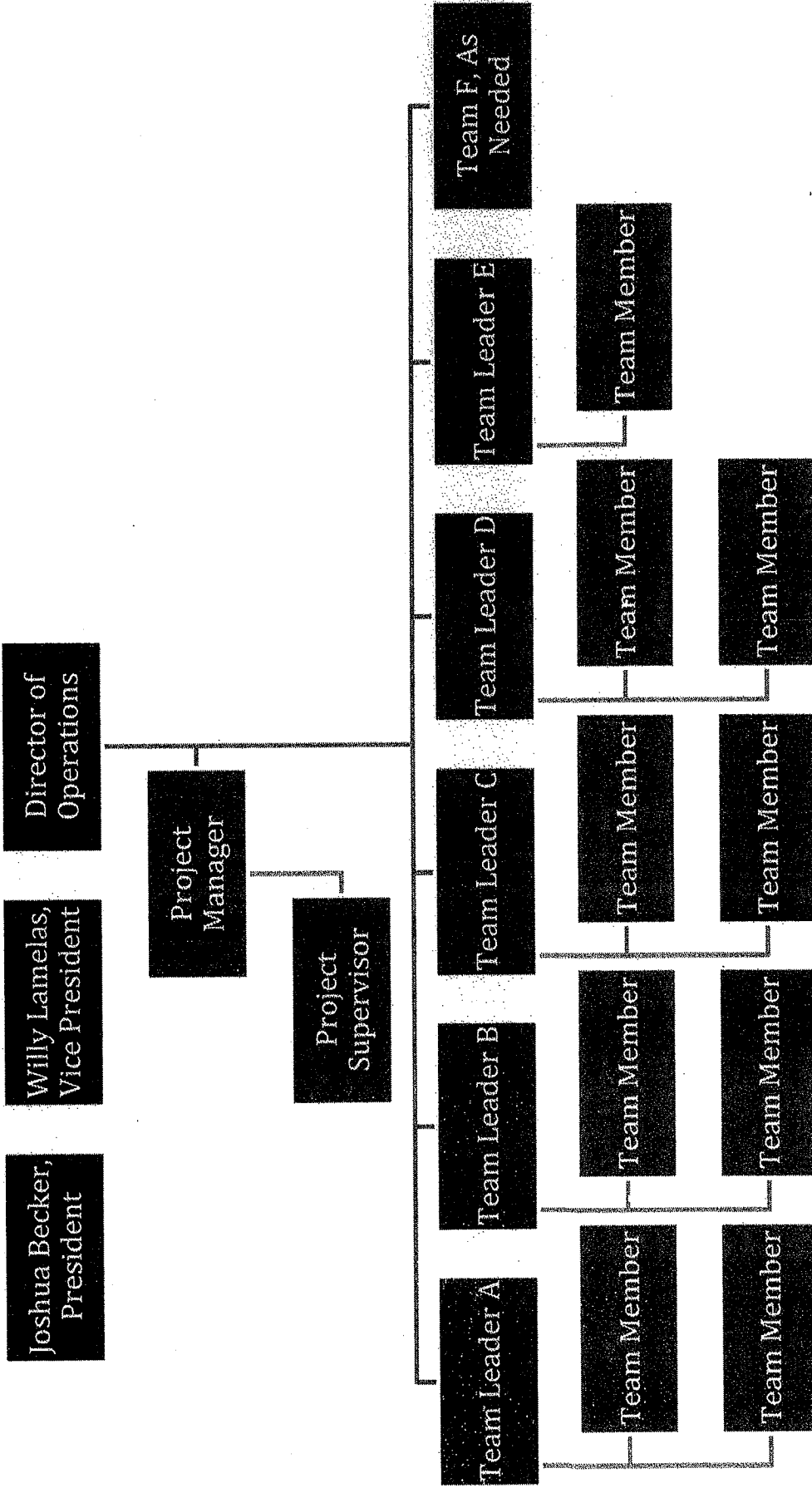


This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or certification of the holder's qualifications to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Soc 6a-276

For more information visit www.miamidade.gov/taxcollector

201415





Proposed Management Plan

At Reliance Contractors, we hold a vast resume of services to offer. 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 South Florida area and boast over a 97% client retention rate.

We at Reliance Contractors have an extensive amount of sister-companies throughout the South Florida region that can tackle any job, big or small. Reliance Contractors' auxiliary services are endless. We house an extensive equipment list and hold certifications in various specialty machinery.

For the contract at hand, Town of Southwest Ranches, we have extensively researched and narrowed down the best possible organizational structure. We have developed a systematic procedure to efficiently maintain the cleanliness of every facility and most importantly the safety of the people. Below you will find in detail the teams, proposed hours, and frequency for the facility maintenance service.

- *Team A:* (3 Team Members incl. 1 Team Leader)
 - Sunshine Ranches Equestrian Park (6 Daily Maintenance Hours)

- *Team B:* (3 Team Members incl. 1 Team Leader)
 - Calusa Corners Park (4 Daily Maintenance Hours)

- *Team C:* (3 Team Members incl. 1 Team Leader)
 - Rolling Oaks Park and Butterfly Garden (8 Daily Maintenance Hours)

- *Team D:* (3 Team Members incl. 1 Team Leader)
 - Country Estates Park (5 Daily Maintenance Hours)

- *Team E:* (2 Team Members incl. 1 Team Leader)
 - Trailside Park (1 Weekly Maintenance Hour)
 - Southwest Meadows Sanctuary Park (1 Weekly Maintenance Hour)
 - Frontier Trails Park (1 Weekly Maintenance Hour)
 - Pocket Park (1 Weekly Maintenance Hour)
 - Broadwing Building (2 Monthly Maintenance Hour)

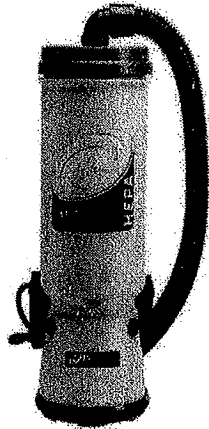
- *Team F: (Specialty Team, Size Dependent on Job)*
 - All Auxiliary Services Needed

All teams will have Daily/Monthly/Weekly reports appropriate to specific facility work scope. We will have an immediate staff of 14 team members at all times. In addition, as auxiliary jobs are presented our proposed staff for Team F will fluctuate, and will be on call 24/7/365. Our team members are all FDLE background checked approved and have been extensively trained in building maintenance. As we progress throughout the project we will also begin our playground equipment safety certifications and are open to any new opportunities of growth within the town. The proposed structure is subject to change if deemed necessary.



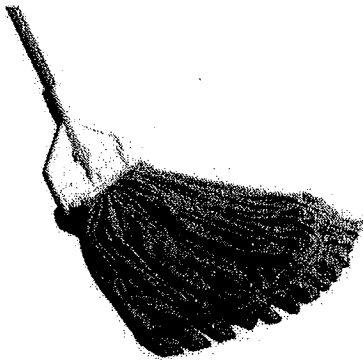
Daily-Used Proposed Equipment

Project: *Town of Southwest Ranches*



ProTeam Super CoachVac HEPA Backpack Vacuum with 14 in. Multi-Surface Floor Tool and Telescoping Wand. The Super CoachVac HEPA is a productivity powerhouse designed to tackle the most demanding cleaning challenges. This powerful and high filtration unit is ideal for vacuuming high square-footage areas that require the utmost cleanliness.

S



Rubbermaid tube mop has a microfiber cotton mop head. This wet mop comes with a 60 in. Invader wooden handle for convenience. Mop is engineered for up to 200 uses.



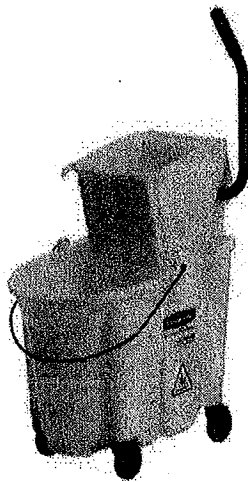
Proposed Equipment

Project: *Braman Facilities*



Rubbermaid Commercial Products Ergo Reach Microfiber Mopping Frame is engineered to help clean hard to reach spaces. The innovative slide frame technology extends the reach of the user underneath cleaning obstacles such as furniture, appliances and shelving. The mopping kit also includes a Disposable Microfiber mopping pad and a Reusable Microfiber wet mopping pad. Both pads are designed to achieve superior dirt pickup without streaking or residue while removing

99.9% of germs from surfaces.

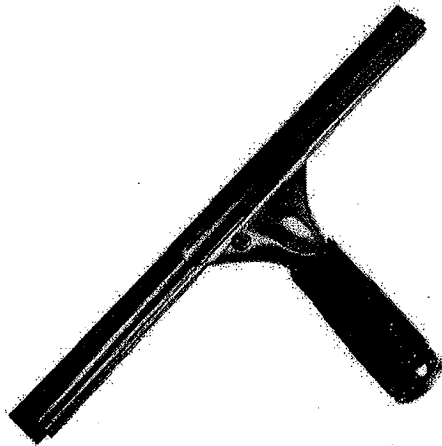


The 35 qt. WaveBrake Mop Bucket and Wringer is the leading product in hard floor care. Reducing touch-up cleaning, the 3 inch casters are predominantly plastic, non-marking, and non-rusting. The bucket has contoured graduation markings that indicate both quarts and liters for quick, accurate measurement of cleaning solutions. It also has smooth, easy-to-clean surfaces.

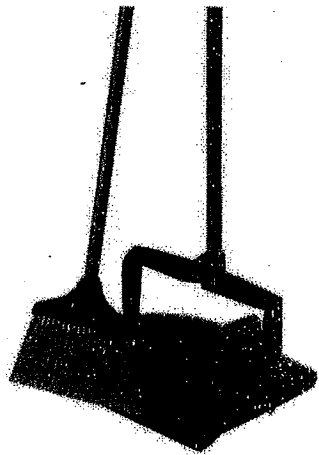


Proposed Equipment

Project: *Braman Facilities*



The Unger PRO 12 in. Pro Squeegee comes with an extra 12 in. rubber blade. This squeegee is compatible with the Connect & Clean System and features a rubber grip.



A professional grade broom and dust pan set that is easy to use for household and commercial applications, such as quick pickups at home, in retail locations and parking lots. Pivoting dust pan lies flat on floor and features a sloped edge for one sweep cleanups. Handle length is the same as the lobby broom so that no bending is required.

TOWN OF SOUTHWEST RANCHES



REQUEST FOR PROPOSALS

Town-Wide Facilities Maintenance Services

RFP No. 14-014

Date: September 17, 2014

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

PROPOSAL SET & DOCUMENTS

TOWN OF SOUTHWEST RANCHES REQUEST FOR PROPOSALS NO: 14-014

September 17, 2014

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

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TOWN-WIDE FACILITIES MAINTENANCE SERVICES

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TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

CONTRACT DATA

Contract Owner: Town of Southwest Ranches ("Town")

Contract Title: Town Wide Facilities Maintenance Services

Contract Number: Town Request for Proposals No. 14-014

Contract Address: 13400 Griffin Road
Southwest Ranches, FL 33330

Mandatory Pre-Proposal Conference: Thursday, October 23, 2014, 1:30 PM

Deadline for Questions: Thursday, November 6, 2014, 5:00 PM

Proposal Submission Due: Thursday, November 20, 2014, 3:00 PM

Cone of Silence: Applicable. (See pp.7)

Town Council: Jeff Nelson, Mayor
Gary Jablonski, Vice Mayor
Steve Breikreuz, Council Member
Freddy Fisikelli, Council Member
Doug McKay, Council Member

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

Contract Manager: Clete J. Saunier
Public Works Director/Town Engineer

Contract Coordinator: December Lauretano-Haines
PROS Coordinator
13400 Griffin Road
Southwest Ranches, FL 33330
Phone: 954 434 0008 / Fax: 954 434 1490

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

PUBLIC NOTICE OF REQUEST FOR PROPOSALS

The Town of Southwest Ranches, hereinafter referred to as TOWN, will receive sealed Proposals at the Office of Juanita Romance, Town Procurement and Special Projects Coordinator, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, Florida, 33330 until **3:00 PM, Thursday, November 20, 2014**, at which time they will be publically opened and read for:

**TOWN-WIDE FACILITIES MAINTENANCE SERVICES
REQUEST FOR PROPOSAL NO.: 14-014**

This Request for Proposals (RFP) for Town Wide Facilities Maintenance Services includes the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this RFP, shall include but not be limited to Park and other public facility maintenance and janitorial maintenance services, trail elements maintenance, daily park opening and closing services, pressure cleaning, miscellaneous repairs and restoration of park and other facilities' elements, playground surface replacement, playground and other recreational equipment inspection and reporting, emergency maintenance and preparedness services, bulletin boards notice posting, litter, trash & debris removal and proper disposal (including, but not limited to items such as paper, cans, bottles, auto parts and dead animals), raking, sweeping, miscellaneous Code Enforcement maintenance services and other miscellaneous work as described herein.

A mandatory pre-proposal conference will be held on **Thursday, October 23, 2014, starting at 1:30 PM**. Location is at Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida, 33330. Proposal specifications are available on Onvia/DemandStar and the Town of Southwest Ranches Website: <http://www.southwestranches.org/procurement/>. Proposals will not be accepted from firms that do not attend the pre-proposal conference.

In accordance with Florida Statutes, section 119.071, proposals are exempt from public disclosure until such time as the Town provides notice of an intended award or until 30 days after the opening, whichever is earlier.

The Town of Southwest Ranches reserves the right to reject any or all Proposals, to award multiple or partial contracts, 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 interests of the Town.

The Town will complete a Proposal Award analysis that 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.

Andrew D. Berns
Town Administrator

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

GENERAL CONDITIONS & INSTRUCTIONS TO PROPOSERS

1. SECURITY AND BONDING REQUIREMENTS:

Simultaneous with the delivery of an executed Proposal to the Town, Proposer (also referred to as Contractor throughout this RFP) shall furnish to the Town a 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.

2. PRE-PROPOSAL CONFERENCE:

2.1. A mandatory pre-proposal conference will take place on Thursday, August 28, 2014, starting at 10:00 AM. Location is Southwest Ranches Town Hall, 13400 Griffin Road, Southwest Ranches, Florida, 33330.

2.2. Attendees of the mandatory pre-proposal conference will be required to verify their attendance by signature. Proposals will not be accepted from proposers not present at the pre-proposal conference.

2.3. No pleas of ignorance by the Proposer, of conditions that exist or that may hereinafter exist, as a result of failure to make the necessary examinations or investigations or failure to fulfill in every detail the requirements of the Contract Documents, will be accepted as a basis for varying the requirements of the Town or the compensation of the Proposer.

3. PURPOSE OF PROPOSAL: The Town of Southwest Ranches intends to make an award to the responsive, and responsible Proposer(s) whose proposal is determined to be the most advantageous to the Town, and in accordance with the evaluation factors set forth in this RFP and the Town's Procurement Code.

4. PROPOSER WARRANTY: Proposer warrants that the prices, terms and conditions quoted in the Proposal will be firm for a period of 365 days from the date of the Proposal opening.

5. CONVICTED CONTRACTOR: Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida Statutes-"A person or affiliate who has been placed on the convicted Contractor list following a conviction for a 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 a public entity, may not be awarded to 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 287.107, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Contractor list."

6. QUESTIONS PERTAINING TO PROPOSAL: All questions or clarifications concerning this RFP shall be submitted in writing by mail, facsimile or E-mail and directed to Juanita Romance, Procurement and Special Projects Coordinator, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL, 33330. Fax number is (954) 434-1490. E-mail address is jromance@southwestranches.org. No later than Thursday, September 8, 2014 at 5:00 PM. The Proposal Title/RFP number shall be referenced on all correspondence and in the subject section of the email. NO QUESTIONS WILL BE RECEIVED AFTER THE DEADLINE.

6.1. Responses to questions, if deemed necessary by the Town, will be sent to all prospective Proposers in writing, via Onvia/DemandStar and the Town website in the form of an addendum, if applicable. Proposers shall not rely upon oral representations or discussions with the Town, including its staff or consultants. Only those communications issued by the Town in writing may be considered its duly authorized expression. Only Proposer's communications in writing, signed and timely-submitted, shall be recognized by the Town as duly authorized expressions.

6.1.2. **CONE OF SILENCE:** A cone of silence is hereby imposed and made applicable to this RFP. The cone of silence shall become effective from the time this RFP is advertised, and shall terminate at the time that the Town Council makes a final decision regarding a contract award, rejects all responses, or takes other action which ends the RFP process. During the effective time period of the cone of silence, any person or entity which submits a

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

response, or that will be subject to evaluation under the terms of this RFP, shall not have any communication with the members of the Town Council or the Selection Committee relative to this RFP, except as may be required during such presentations or interviews which may be conducted. NOTE: Proposers that violate the cone of silence shall be subject to automatic disqualification from further consideration.

7. **TAXES:** Proposer should not include taxes in prices Proposal. The Town is exempt from Florida's sales tax on direct purchases of tangible property or services.

8. **SUBMISSION OF PROPOSALS:** A total of six (6) paper copies (1 unbound original and 5 bound copies) and 1 CD electronic copy (.pdf) of the proposal, in its entirety including all Required Signatures and Submittals, must be received sealed and clearly marked with "RFP Name and NO. 14-014" at the location shown on the Public Notice of Request for Proposals on or before the closing hour and date shown on the Public Notice of Request for Proposals. Proposals submitted by facsimile or electronic mail will not be accepted.

8.1. It is the responsibility of the Proposer to ensure that the Proposal reaches the Office of the Procurement and Special Projects Coordinator on or before the closing hour and date shown on the Public Notice of Request for Proposals. Proposals received after the closing hour and date shown on the Public Notice of Request for Proposals will not be considered and will be returned unopened.

8.2. **PROPOSAL FORMS:** Proposers must use the Proposal form(s) furnished by the Town. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the proposal forms may invalidate the Proposal.

8.3. Proposals having erasures or corrections must be initialed by the Proposer in ink. Proposals shall be signed in ink; all quotations shall be typewritten or filled in with ink. No submissions in pencil will be accepted.

8.4. Incomplete, unresponsive, irresponsible, vague, and ambiguous responses to the RFP will be cause for rejection, as determined by the Town.

8.5. **MISTAKE:** If there is a discrepancy in the unit and extended prices, the unit prices(s) will prevail and the price extensions will be adjusted to coincide. 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 his responsibility as noted herein.

8.6. **GUARANTEES:** No guarantee or warranty is given or implied by the Town as to the total amount of services that may or may not be purchased from any resulting 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.

8.7. **WITHDRAWAL:** After Proposals are opened, they shall be irrevocable for a period of ninety (90) days. Proposers who unilaterally withdraw a proposal without permission of the Town before 90 days have elapsed from the date of the opening may be debarred and are subject to forfeiture of the Proposal Security.

9. **LIABILITY, INSURANCE, LICENSING & PERMITS:** Where Proposers are required to enter onto 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 of the Proposer (or his agent) or any person or subcontractor the Proposer has designated in the completion of his contract as a result of the Proposal.

9.1. Contractor shall be required to furnish a certified copy of all licenses, certificates of competency or other documents evidencing compliance with licensure requirements necessary to practice his profession as required by Florida law, Broward County, and the Town's 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 being deemed non-responsive and rejecting the Proposal.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

9.2. At Contractor's sole cost and expense, Contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, on behalf of itself and any sub-contractors it may employ, insurance coverages of the types and amounts equal to 100% of the requirements set forth below.

9.3. Prior to issuance of any contract(s) or proposal award document(s), and/or beginning the performance of work under this Agreement, and at any time upon request, Contractor shall furnish to the Town, on behalf of itself and any sub-contractors it may employ, Certificates of Insurance or Endorsements evidencing the minimum required coverages and conditions specified below.

9.4. All insurance shall be issued by companies rated A: 7 or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida, and having agents upon whom service of process may be made in Broward County, Florida.

9.5. Such insurance shall not diminish Contractors indemnification obligations hereunder. The insurance policy shall be issued by such company, in such forms and with such limits of liability and deductibles as are acceptable to the Town and shall be endorsed to be primary over any insurance the Town may maintain.

9.6. Evidence of coverage shall meet the following requirements at a minimum:

9.6.1. Comprehensive form, Commercial General Liability ("CGL") insurance including: Premises-Operations, Underground Hazard, Products-Completed Operations Hazard, Contractual Insurance, Broad Form Property Damage, and Independent Contractors' liability coverages for bodily injury and property damage with minimum limit of liability in an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit Per Occurrence and in the Aggregate for bodily injury and property damage.

9.6.2. Comprehensive form, Automobile Liability insurance including Owned, Hired, Non-Owned, Borrowed and Any Auto liability coverages for Bodily Injury, Property Damage and Death with minimum limit of liability in an amount not less than One Million Dollars (\$1,000,000) Combined Single Limit Per Occurrence and in the Aggregate for bodily injury and property damage.

9.6.3. Workers compensation insurance for all employees of the Contractor as required the laws of the State of Florida and by Florida Statute 440, as amended.

9.6.4. All policies shall be appropriately endorsed for contractual liability and also contain a waiver of subrogation endorsement.

9.6.5. All insurance policies referred to herein shall be without any deductible amount.

9.6.6. The following shall be named as "additional insured" and listed as Certificate Holder(s) with respect to this coverage:

ADDITIONAL INSURED / CERTIFICATE HOLDER(S):

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

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
115 S Andrews Avenue
Fort Lauderdale, FL

9.7. Coverage specified is not to cease and is to remain in full force and effect (subject to cancellation notice) for the entire duration of the Contract.

9.8. It shall be the responsibility of the Contractor and insurer to furnish to the Town of Southwest Ranches and Broward County copies of **renewal policies at least thirty (30) days prior to the expiration date** of any insurance coverages due to expire during the term of this Agreement

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

9.9. **All policies insuring the Contractor, which relate to the activities of such Contractor and the Town of Southwest Ranches, must be endorsed to provide the Town of Southwest Ranches and Broward County with not less than thirty (30) days' written notice of cancellation, lapse, restriction, material modification or alteration.** It shall be the responsibility of the Contractor and insurer to provide such notification to the Town and Broward County in writing, submitted to the Town Administrator of the Town of Southwest Ranches. This requirement shall be reflected on the Certificate of Insurance.

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

9.11. The Town reserves the right from time to time to change the insurance coverage and limits of liability required to be maintained by Contractor hereunder.

10. AWARD OF PROPOSALS: The Town reserves the right to accept or reject any and/or all Proposals or parts of Proposals, to award multiple or partial contracts, to waive any informality, irregularities or technicalities, to re-advertise for Proposals, or take any other actions that may be deemed to be in the best interests of the Town. The Town also reserves the right to award the contract on a split order basis, in such combination(s) as will best serve the interests of the Town, unless otherwise stated. The Town also reserves the right to waive minor variations to or irregularities in the specifications. Final determination and award of a contract shall be made by the Town Council. Additionally, the Town reserves the right to modify the scope of the services and the Contract to add zones identified in this RFP, and which the Town, in its sole discretion, may not initially require the selected Contractor to perform.

10.1. PROPOSAL CONSIDERATIONS: The Town, at its sole discretion, reserves the right to inspect any/all Proposer's facilities to determine their capability of meeting the requirements set forth herein. Price, Proposer's responsibility and responsiveness, experience, staffing, equipment, materials, references, and past history of service to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, including litigation history, may be taken into consideration.

10.2. SELECTION PROCESS:

At the opening date and time set forth herein, the Procurement and Special Projects Coordinator will publicly open and read aloud the names of all respondents, as well as any other information regarding individual submittals that may be deemed necessary by the Town. The opening of proposals is open to the public.

10.2.1. The Town will evaluate all Proposals utilizing a Selection Committee (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 for those items the Town will utilize the most. The SC may require an interview or presentation to assist their evaluation of the services and prices being offered.

10.2.2. The Town intends to make an award to the responsive, and responsible Proposer(s) whose proposal is determined to be the most advantageous to the Town, and in accordance with the evaluation factors set forth at section 10.3 and the Town's Procurement Code.

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10.3. **EVALUATION OF PROPOSALS:** Proposals shall be weighted using the following point system basis of evaluation:

Proposals shall be weighted using the following percentage basis of evaluation for proposals:		Points
(1)	Price (Proposal Forms);	50 points
(2)	Experience and tenure of Proposer's assigned Project Manager or Work Crew Supervisor relative to this Proposal for Town Wide Facilities Maintenance Services;	15 points
(3)	Proposed Management Plan for the Town, including commitment of dedicated crews and equipment to the Town, structure of Provider, including table of organization and auxiliary services offered	10 points
(4)	Past and present performance, including as disclosed by references provided;	10 points
(5)	Price of auxiliary services from Maintenance Proposal; Price List by Service	10 points
(6)	Professional Certifications and memberships.	5 points
<i>TOTAL POINTS</i>		100

11. **DISPUTES/CONTINUING PERFORMANCE:** If any dispute concerning a question of fact arises under any contract award, other than termination for default or convenience, the contractor and the Town Administrator shall make a good faith effort to resolve the dispute informally. If the dispute cannot be resolved by agreement, then the Town Administrator with the advice of the Town Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties for the duration of the project, subject to judicial review following completion of the project. During the period of any dispute, the Contractor shall continue performance of the work without delay or interruption, and the Town shall continue to make payments to the Contractor pursuant to the terms hereof and any contract award.

12. **CANCELLATION:** Failure on the part of the Contractor to comply with the conditions, specifications, requirements, and terms hereof as determined by the Town, shall be just cause for cancellation of the award.

13. **RELATION TO PARTIES:** It is understood and agreed that nothing contained herein shall be deemed to create a partnership, or joint venture. 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.

14. **COMPLIANCE WITH LAW:** Contractor shall comply with all laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to work hereunder (Applicable Laws) and shall obtain and maintain any and all permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

15. **WAIVER OF LIABILITY/INDEMNITY:** 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 negligent or intentional act or omission of Contractor or any one of its employees, contractors or agents.

16. **INDEMNIFICATION:** The Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Town, its Council Members, officers, employees, and agents from any and all claims, liabilities, demands, 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 intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the work hereunder and anyone else for whose actions Contractor is responsible.

16.1. In addition to the provisions set forth in Article 16, above, Contractor shall indemnify and hold harmless Broward County, its Commissioners, officers, employees, and agents from any and all claims, liabilities, demands, damages, losses, and costs, including but not limited to, reasonable attorney's fees at both the trial and appellate levels, to the extent caused by negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of the work hereunder and anyone else for whose actions Contractor is responsible. These indemnification obligations shall survive the term of any contract award or the earlier termination thereof. In the event that any action or proceeding is brought against Broward County by reason of any such claim or demand, Contractor shall, upon written notice from Broward County, resist and defend such action or proceeding by counsel satisfactory to Broward County.

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16.2. The indemnification provided in section 16.1 above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at Town's or Broward County's option, any and all claims of liability and all suits and actions of every name and description covered by Section 16.1 above which may be brought against Town and/or Broward County.

17. **SECONDARY/OTHER VENDORS:** The Town reserves the right in the event the primary Contractor/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 award.

18. **DEFAULT PROVISION:** In case of a default by the Proposer, the Town may, with or without terminating any contract award, procure the articles or services from other sources and hold the Proposer responsible for any excess costs occasioned or incurred thereby.

19. **ASSIGNMENT:** This RFP and any contract award 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, transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, this RFP and any contract award is personal to the Contractor and it 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.

20. **NOTICES:** All notices and other communications required or permitted to be given hereunder by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified or registered mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified or registered mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows: Town Administrator, Town of Southwest Ranches, 13400 Griffin Road, Southwest Ranches, FL 33330.

21. **GOVERNING LAW:** The validity of this RFP and any contract award, and the interpretation and performance of all of its 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 venue of any action or proceeding commenced under or pursuant hereto or any contract award shall be solely in the State courts in and for Broward County, Florida.

22. **REMEDIES FOR BREACH / TERMINATION:** The quality and acceptance of workmanship will be determined during site inspections by the Town. Areas that are determined to be unacceptable shall be corrected by the Contractor, at no additional compensation, within twenty-four (24) hours of notification. The Contractor shall not be compensated for the correction of deficient work, nor shall Contractor be entitled to any time extension in connection therewith. The Town reserves the right to correct said unacceptable workmanship if the Contractor does not correct said deficiency within 24 hours. 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.

22.1. Should Contractor fail to perform, Town shall notify Contractor in writing of such failure and Contractor shall have thirty (30) 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.

22.2. Additionally, 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, and 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.

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23. **WRITTEN CONTRACT:** The successful Proposer shall be required to enter into a written contract with the Town (referred to throughout this RFP as a contract award), attached hereto as "Attachment A" the form of which shall be prepared by the Town, and shall incorporate the terms of this advertisement along with the accepted Proposal, and other terms which may be required by the Town.

24. **CONTRACT TERM / EXTENSIONS:** The Town hereby requests Proposals for a three (3) year contract for supplies and services. In addition, the Town, in its sole discretion, reserves the right to extend the contract for one additional two (2) year term with all terms, conditions and specifications remaining the same if the extension is approved by the Town.

25. **SEVERABILITY:** If any provision of this RFP, including any contract award, is determined by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed severable from the remaining portions thereof which shall be fully enforceable as if the invalid or unenforceable provision had not been included.

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SCOPE OF SERVICES / SPECIFICATIONS

DESCRIPTION FOR TECHNICAL SPECIFICATIONS

The Town of Southwest Ranches (Town) located in Southwest Broward County, is approximately 13 square miles and is home to over 7,344 residents.

The Town is a rural environment, filled with grazing animals, nurseries, farms, and exquisite and unique scenery and an abundance of wildlife.

The Town is a unique and environmentally sensitive area inasmuch as individual property owners provide their own potable water via underground wells.

The Town's roads consist of rural section two-lane local roads and rural section collector roads with Right-of-Way widths.

The Town is currently responsible for the maintenance of 82 miles of these types of roads. There are curbs and gutters and segments of sidewalk. Pedestrian and equestrian trails are abundant throughout the Town and in many cases are incorporated along road Rights-of-Way.

The Town owns approximately 160 acres of property. The property is incorporated into 8 park properties in various stages of development or non-development, dedicated to recreational usage, and 3 additional properties used for public services and administration.

The Town operates a multi-use, non-vehicular recreational trail system along its roadways and adjacent roadways by cooperative agreement with landowners or by direct ownership through public Rights-of-Way. The trail system is in various stages of development or non-development.

A. SUMMARY OF SERVICES

This Request for Proposals (RFP) for Town Wide Facilities Maintenance Services includes the furnishing of all labor, materials, tools, equipment, machinery and services for proper maintenance which for the purposes of this Proposal, shall include but not be limited to Park and other public facility maintenance and janitorial maintenance services, trail elements maintenance, daily park opening and closing services, pressure cleaning, miscellaneous repairs and restoration of park and other facilities' elements, playground surface replacement, playground and other recreational equipment inspection and reporting, emergency maintenance and preparedness services, bulletin boards notice posting, litter, trash & debris removal and proper disposal (including, but not limited to items such as paper, cans, bottles, auto parts and dead animals), raking, sweeping, miscellaneous Code Enforcement maintenance services and other miscellaneous work as described herein.

B. EQUIPMENT

Contractor's 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 to the satisfaction of the Town of Southwest Ranches. The contractor shall be solely responsible and liable for injury to persons, and/or property damage caused by operation of the equipment. The Town of Southwest Ranches reserves the right to inspect and evaluate all of the contractors' equipment prior to award of Proposal, but is not required to do so.

C. EQUIPMENT STORAGE AND MOBILIZATION

The contractor must be fully capable of servicing the town's needs, providing all of the materials and equipment to fulfill the requirements of this Contract 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 without written permission of the Town's designee.

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D. GENERAL REQUIREMENTS

1. The contractor shall comply with all OSHA safety requirements while performing the work subject to this Contract. All personnel performing the work subject to this Contract will be required to wear Level 2 International Safety Equipment Association (ISEA) approved vests. Any employee of the contractor improperly prepared with this requirement shall be dismissed until proper equipment is secured.
2. 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 local, state, and Federal Environmental Protection Agency requirements, and is responsible for all non-compliance penalties, and any site cleanup.
3. 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 and site.
4. When needed, 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 (600 or most recent Series), the Standard Specifications for Road and Bridge Construction and the Manuals on Uniform Traffic Control Devices, as minimum criteria.
5. If the Contractor intends to use sub-contractors to perform any work on this contract, these sub-contractors are subject to approval by Town.
6. 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.
7. The Project Manager or Work Crew Supervisor 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 a most efficient manner Monday thru Friday, 7:00AM to 4:00PM. The Contractor shall confer with the Town's Designee on a daily basis. Work hours in the Town are between 7:00AM and 5:00PM. Upon execution of the Contract, the Town will provide the Contractor with after-hours/emergency contact information for the Town's Designee(s).
8. 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.
9. 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.
10. For items in need of repair, restoration and/or replacement, to include and not be limited to playground or other recreational equipment or components, the contractor shall notify the Town the same work day upon knowledge of such need. Depending on the item in question, the Town may request a proposal from the contractor for the repair, restoration and/or replacement of the item. The Town reserves the right to seek alternate proposals and to engage the services of others to perform same.
11. 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 upon commencement of the Contract.
12. 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.
13. 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 or awareness.
14. At all times while performing the work subject to this Contract, all of the contractor's personnel shall be required to wear uniforms (e.g., shirts, etc.) clearly identifying the Contractor's company name, and a Contractor-supplied name and photo identification badge. Working without shirts is not permitted.

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E. SPECIAL REQUIREMENTS

1. 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.
2. For purposes of communicating the Town's needs, a Project Manager or Work Crew Supervisor who can read, write, and speak English is required. The Project Manager or Work Crew Supervisor shall have proven technical and managerial experience in grounds maintenance. The Town reserves the right to approve or disapprove selection of the Project Manager / Work Crew Supervisor.
3. 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. The contractor, on a first priority basis (within 24 hours), shall be available to the Town to address Facilities needs in the event of an Act of God (i.e. storm, tornado, or hurricane) or any other emergency deemed by the Town Administrator.

F. PROJECT LIMITS

This Contract incorporates maintenance areas including Parks and Recreational Trails and other properties throughout the Town. Boundaries are Flamingo Road to the East, Sheridan St. to the South, Griffin Road to the north and US 27 (and slightly beyond) to the west. See Maintenance Locations / Zones list for all delineated areas to be maintained.

G. DEFINITIONS

Bimonthly maintenance frequency: maintenance that takes place twice per month.

Biweekly maintenance frequency: maintenance that takes place twice per week.

Bulletin boards notice posting: routine and/or occasional posting of notices, events and other Town literature on Town-owned notice boards.

Code Enforcement: tasks assigned by Code Enforcement Department or Town Designee separate from regular contract work to remediate specific private property non-maintenance issues.

Code Enforcement Board Up: closure of openings on properties to protect the healthy safety and welfare of the Town and its residents, assigned by Code Enforcement Department or Town Designee.

Code Enforcement Debris Removal: removal and proper disposal of items including, but not limited to paper, cans, bottles, wood, building materials, auto parts and dead animals on properties to protect the healthy safety and welfare of the Town and its residents, assigned by Code Enforcement Department or Town Designee.

Code Enforcement Pool fill-in: removal of potential hazard by filling of the swimmable area of a pool on properties to protect the healthy safety and welfare of the Town and its residents, assigned by Code Enforcement Department or Town Designee.

Daily Park opening and closing: Scheduled seasonally to correspond with Eastern Time/ Eastern Daylight Time changes.

Emergency maintenance and preparedness services: Seasonal hurricane and disaster preparedness including but not limited to securing and/or removal and proper storage of park implements in preparation for a coming storm and replacement of same following the storm's passing.

Litter removal: collection and proper disposal of all trash and debris, including but not limited to items such as paper, cans, bottles, auto parts and dead animals on Town property.

Maintenance: as defined for this Proposal shall include but not be limited to interior and exterior upkeep as defined in Section Q/ MAINTENANCE herein.

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Park, Trail and other public facility maintenance: Regular inspection and routine care of parks, trail improvements and other Town Facilities as described in this document.

Playground surface replacement: Procurement, delivery and installation of approved engineered wood fiber or other loose surface material in accordance with the American Society for Testing and Materials, the United States Consumer Product Safety Commission, and the Florida Child Care Standards.

Service Category: Specific type or style of maintenance services indicated by location or zone (some zones are not applicable and therefore are not referenced in this RFP), as follows:

Service Category D: Type or style of maintenance as defined in this document in Maintenance Locations/Zones, Zone 32 through 42, Parks and Other Facilities Maintenance.

Site: Any individual grounds maintenance location or zone, whole or partial (e.g. "Trailside Park. ")

Site Re-inspections: Inspections made by the Town of corrected work necessitated by deficient work.

Trash receptacles: park or ROW fixtures placed for public use. To be maintained by daily or weekly removal of trash to a location specified by the Town.

Site structure and furnishings pressure cleaning: include use of chemical, applied to both / all sides of structure or fence. Contractor to provide its own source of water.

H. QUANTITY & FREQUENCY OF MAINTENANCE

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 are established and distinguishable in the field. Areas in development or undeveloped areas have been quantified 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.

I. METHODS OF OPERATION

Each maintenance cycle is to be completed in its entirety prior to beginning another cycle. On 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 limits worked. The contractor shall leave a clean site daily. The Contractor shall exercise the necessary care to preclude any source of litter by his operation.

J. LIMITATION OF OPERATION

No equipment shall be parked overnight on Town Property without the Town's written consent.

K. ADDITIONS OR DELETIONS OF MAINTENANCE AREA:

At the Town's discretion, it may add new maintenance areas, reduce the frequency of service, or discontinue service to this contract or request the resumption of service to a previously terminated 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 contractors 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.

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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 outlined herein.

L. DAMAGE BY CONTRACTOR

Any damage to facilities, 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 the next invoice of the Town's expenses incurred by the Town for labor, material or equipment, including Administrative costs to restore the property to its original condition. Said notification shall be by letter, fax or email.

M. 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 on the Town's property where such employee's performance or actions are obviously detrimental to the program. Contractor shall remove any employee involved in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on Town premises. See Drug-Free Workplace Certification Form herein.

N. CONTRACTOR'S VEHICLES

Contractor 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 under this contract.

O. USE OF CHEMICALS

All work involving the use of chemicals shall be in compliance with all federal, state and local laws and will be accomplished by a person holding a valid Florida Certifications for commercial use of the chemicals used. Application shall be in strict accordance with all governing regulations.

1. A written listing of proposed chemicals to 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 beginning 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.
2. 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.
3. Chemicals shall be applied using methods preventing drifting onto adjacent property and preventing any toxic exposure to persons or property whether or not they are in or near the project.
4. No chemical with a signal word higher than caution shall be used at any time.
5. It is also required that when applying any chemicals to areas of heavy pedestrian traffic, spray application warning flags shall be utilized to designate said areas in clear sight and removed within 24 hours once sufficient time period has elapsed.
6. The hold harmless and indemnification provisions of this contract 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 this contract.

P. QUALITY

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, at no additional compensation, within twenty-four (24) hours of notification. The contractor shall not be compensated for the correction of deficient work. The Town reserves the right to correct said unacceptable workmanship if the Contractor does not correct said deficiency within

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24 hours. The Town reserves the right to deduct costs to correct unacceptable workmanship and \$100 per hour administrative costs from the monthly invoice based on line items in the Maintenance Proposal Price Lists.

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.

Q. MAINTENANCE

1. GENERAL FACILITIES MAINTENANCE REQUIREMENTS

Contractor shall maintain the contractually-covered facilities as per the Maintenance Categories specified below at the frequency rates prescribed in the Scope of Services – Maintenance Frequencies, including:

- i. Interior Maintenance: As set forth below, inspection and routine maintenance service for all interior facilities and systems.
- ii. Exterior Maintenance: As set forth below, inspection and routine maintenance of facilities' exteriors and surrounding grounds, including but not limited to paint, glass, signs, site furnishings, fencing, windows, and lighting; and repair or reporting to Town of same as described herein or as needed.
- iii. Other Routine and Incidental Maintenance: As set forth below, routine or incidental interior and/or exterior facilities maintenance tasks to be performed on schedule or as need arises.
- iv. Security/Daily Opening and Closing: The Contractor is responsible for daily (7 days per week) opening and closing (lock-up) of parks 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 access areas, daily inspection and weekly reporting.

2. 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.):

i. INTERIOR MAINTENANCE

1. Restroom cleaning (walls, floors, fixtures) with germicidal disinfectant
2. Dispenser refilling paper products and soap: inspect, supply and replenish, using supplies furnished by Town.
3. Empty trash from all receptacles into solid waste pickup totes
4. Vacuuming, carpet and fabric furniture
5. Dusting
6. Base-board cleaning
7. Large & small appliance cleaning
8. Wood polishing
9. Lighting & ceiling fan cleaning
10. Supply inventory, order requisitions, pick-up and delivery to site, supply closet organization
11. Floor maintenance: Damp & dry mopping
12. Floor maintenance: polished concrete, vinyl & VCT stripping, polishing, waxing, and/or refurbishing
13. Ceiling maintenance and tile replacement, as needed
14. Drywall repairs
15. Unclog Drains

ii. EXTERIOR MAINTENANCE

1. Recreational Equipment Maintenance and Reporting:
 - a. The Contractor shall perform routine daily inspections of each playground, fitness circuit, or recreational amenity and shall provide completed 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.

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- b. Contractor shall daily inspect amenity for any obvious safety concerns such as vandalism, glass, trash, and the need for raking wood surfacing material back under the fall zones of the equipment, sweeping walkways free of debris and loose surfacing that might create a slippery condition.
 - c. Contractor shall inspect each piece of equipment for safety concerns such as vandalism, twisted swing chairs, swing seats that are cut or cracked, protruding hardware, exposed concrete footers, loose rails, stairs or 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 other potentially hazardous conditions.
 - d. Contractor shall report any component determined to be unsafe, damaged, vandalized or presenting other safety concern by telephone within the first hour of observance.
 - e. Contractor shall render such components and/or affected areas temporarily unusable by barricading affected areas from use by the public, maintaining barricades daily until repairs can be completed.
 - f. For incidents of components determined to be unsafe, damaged, vandalized or presenting other safety concerns, **Contractor shall provide the completed written inspection forms for such incidents on the day of observance.**
 - g. Items of Incidental repair/replacement for damage or vandalism will be performed on an "as needed" basis.
 - h. Unpainted surfaces of equipment or site furnishings shall be pressure cleaned or washed as per the frequencies set forth herein within the Scope of Services – Maintenance Frequencies.
 - i. Contractor shall notify the Town in writing of the need for replenishment of surface material. Replenishment of surface material shall be with Town-approved engineered wood fiber product or Town-approved equal designed for playground applications and is included with this Proposal as an add/alternate line item.
2. Contractor shall clean Drinking Fountains with a germicidal disinfectant on a weekly basis or as necessary.
 3. Coordination of waste removal: Place pickup totes curbside inside the park for pick up by Town's solid waste hauler. (Following pickup on weekly pickup day, contractor shall return totes to the area where they are stored prior to the end of the workday).
 4. Grounds cleaning, litter, debris, and trash removal
 5. Sidewalk and parking lot Sweeping and/or Cleaning
 6. Equestrian Rings/Trail Maintenance (monthly)
 - a. The Contractor will level off the Trails Show and Practice Rings by dragging on a monthly basis. Additional dragging maintenance can be requested forty-eight (48) hours in advance.
 7. Pressure Cleaning of site structures and furnishings, including fences, playground and recreational equipment, signs, sidewalks and other structures as set forth herein or as directed by Town's designee:

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

- a. Fencing and site structures shall be pressure cleaned or washed on both/all sides using a mixture of water and chemical to remove any and all extraneous materials, to include but not be limited to mineral deposits.
 8. Shade structures – Prior to tropical storm warnings and/or tropical storm force winds, the contractor is responsible for removing, storing, and re-installing the shade cloth that covers the structures. Coordinate this work with the Town.
 9. Cement, brick paver cleaning & sealing
 10. Screen and fenced enclosure cleaning
 11. Parking Lot Striping and Bumper Painting
 12. Emergency Board Up
 13. Occasional heavy/bulk trash or large debris removal and haul-away services
 14. Window Replacement
- iii. OTHER ROUTINE AND INCIDENTAL MAINTENANCE
1. Inspection of all facilities and facility systems including but not limited to buildings, site furnishings, fencing, air-conditioning units, waste disposal, electricity, and water.
 2. Incidence of damage/vandalism will be reported to the Town's Designee within 2 hours. Repair services for damage/vandalism will be based upon labor rates included and materials rates to be proposed separately, as needed.
 - a. Graffiti inspections and cleaning each maintenance visit, or as needed.
 - b. Graffiti removal and repainting, (paint provided by the Town).
 3. Recycling program establishment and management
 4. Lighting Maintenance
 - a. The Contractor shall monitor all lighting and will replace bulbs and/or lenses, to be supplied by the Town, as needed.
 - b. Contractor shall be responsible for insuring proper daily operation of time clocks to operate building lighting system. Regular verification and setting correct time on time clocks that operate building lights is required.
 5. Vent cleaning
 6. Window washing
 7. A/C Filter Replacement
 8. Pre-private party & Town event set-up
 9. Post-private party & Town event clean-up
 10. Bulletin Board maintenance; notice posting
 11. Storm clean up
 12. 24/7 Emergency Services
 13. Installation, removal, assembly and disassembly of site furnishings and appliances, as needed

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

- 14. Construction clean-up
- 15. Interior / Exterior Repairs, Other handyman and carpentry services as needed
- 16. Painting

R. MISCELLANEOUS CODE ENFORCEMENT MAINTENANCE REQUIREMENTS

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

- 1. Debris Removal:
When debris removal is required as directed by Code or Town Designee, Contractor shall remove and properly dispose of items required to be removed on a per cubic yard basis, documenting work with before and after photos.
- 2. Boarding Service:
When boarding is appropriate, all first floor windows and doors should have plywood covering the entire opening and frame. The covering should be secured with suitable anchors. Eliminate any health and safety hazard caused by any protruding bolts used to secure boarding. The use of nails is prohibited. Before and after photographs are required.

Boarding shall be in accordance with local codes and with specifications set forth by the U.S. Department of Housing and Urban Development.
- 3. Pool Fill-In:
Provide and install fill material level with top of swimming pool to achieve complete fill-in of the swimming area of the pool, documenting work with before and after photos. This service may include fence removal to ten linear feet (10') or as necessary to access pool with equipment (no fence reinstallation required). Fill must occur on the same day as removal of fence.

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TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

ZONES / LOCATIONS / MAINTENANCE SERVICE CATEGORIES / FREQUENCIES

SERVICE CATEGORY D: PARKS AND OTHER TOWN PROPERTY MAINTENANCE – ZONES 32-42

Zone #	Location / Zone Name	Size	Amenities Subject to Maintenance*	Maintenance Service Category/ies*	Frequency/ies*
D 32.	Trailside Park ("TP")	4 Acres	Bench	Q.1.ii.	Weekly
D 33.	Sunshine Ranches Equestrian Park ("SREP")	20 Acres	Restroom, Picnic Pavilion, Playground, Equestrian Rings (2), Parking Lot, 5416 Linear Ft. of Vinyl Fencing, Sidewalks	Q.1. and Q.2. (ALL)	Daily / Weekly / Monthly
D 34.	Calusa Corners Park ("CCP")	12 Acres	1800 Linear Ft. of Vinyl Fencing ² Other amenities to be added: Picnic Pavilion, Playground, Parking	Q.1.ii; Q.2.ii, as applicable ¹ .	Daily / Weekly / Monthly
D 35.a.	Southwest Meadows Sanctuary Park ("SWMSP")	25.5 Acres	Fencing ³ Other amenities planned	Q.2.iii.	Weekly
D 35.b.	Southwest Meadows Sanctuary Park Landscape Area ("SWMSP-LS")	1 Acre	Not applicable (Included solely for continuity of Zones/locations context)		
D 36.a.	Rolling Oaks Park ("ROP")	45.5 Acres	Community Room, Meeting Room, Restroom, Parking Lot, 2950 Linear Ft. of Vinyl Fencing	Q.1. and Q.2., as applicable.	Daily / Weekly / Monthly
D 36.b.	Rolling Oaks Park Butterfly Garden ("ROP-BG")	1 Acre	Fitness Circuit	Q.1.ii. and Q.2. (ALL), as applicable.	Daily / Weekly
D 37.	Frontier Trails Park ("FTP")	30 Acres	Fencing ³ Other amenities planned	Q.2.iii. inspection and reporting	Weekly
D 38.	Town Hall ("TH")	< 2 Acres	⁴ Approx. 10,000 Sq. Ft. Administrative Office Building w/ Meeting Chambers, Parking Lot, Sidewalks	Q.1. and Q.2., as applicable, if added to schedule	As needed
D 39.	Public Safety Facility ("PSF")	< 1 Acre	⁴ Modular and permanent buildings, Parking Lot, Sidewalks	Q.1. and Q.2., as applicable, if added to schedule	As needed
D 40.	Stirling Rd. at SW 185 Way "pocket park" ("PP")	1.6 Acres	Fencing No other amenities planned at this time	Q.2.iii. inspection and reporting	Weekly
D 41.	Country Estates Park ("CEP")	16 Acres	Restroom, Picnic Pavilion, Playground, Parking Lot, Sidewalks	Q.1. and Q.2., as applicable.	Daily / Weekly / Monthly
D 42.	Broadwing Building("BWB")	1.77 Acres	⁴ Storage building and fencing	Q.1. and Q.2., as applicable, if added 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.

³ Possible future addition to Contract.

As applicable based on Maintenance Service Categories needed for amenities on site; if added due to completion of construction and opening of facility to public use.

⁴ Potential for future addition to contract. As applicable based on Maintenance Service Categories needed for amenities on site; if added to Contract.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

MAINTENANCE FREQUENCIES*

Item #	Maintenance Service Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
General Town Property Maintenance													
Q/ 1. i.	Interior Maintenance	Daily/Weekly/Monthly											
Q/ 1. ii.	Exterior Maintenance	Daily/Weekly/Monthly											
Q/ 1. iii.	Other Routine and Incidental Maintenance	Daily/Weekly/Monthly											
Q/ 1. iv.	Security	Daily											
i. Interior Maintenance													
Q/ 2. i. 1.	Restroom cleaning	Daily											
Q/ 2. i. 2.	Dispenser refilling	Daily (As Needed)											
Q/ 2. i. 3.	Empty Trash Receptacles	Daily											
Q/ 2. i. 4.	Vacuuming	Weekly, as applicable											
Q/ 2. i. 5.	Dusting	Weekly											
Q/ 2. i. 6.	Base-board Cleaning	Monthly											
Q/ 2. i. 7.	Appliance cleaning												
Q/ 2. i. 8.	Wood polishing												
Q/ 2. i. 9.	Lighting & ceiling fan cleaning												
Q/ 2. i. 10.	Supply ordering / inventory management and organization	Monthly (As Needed)											
Q/ 2. i. 11.	Floor maintenance: Damp & dry mopping	Weekly, or as needed after events											
Q/ 2. i. 12.	Floor maintenance: stripping, polishing, waxing, and/or refurbishing	Quarterly (As Needed)											
Q/ 2. i. 13.	Ceiling maintenance and tile replacement,	As Needed											
Q/ 2. i. 14.	Drywall repairs	As Needed											
Q/ 2. i. 15.	Unclog Drains	As Needed											
*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.													

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TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

		MAINTENANCE FREQUENCIES*											
Item #	Maintenance Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec
ii. Exterior Maintenance													
Q/ 2. ii. 1.	Recreational Equipment Maint. and Reporting	Daily/Weekly											
Q/ 2. ii. 2.	Drinking Fountains Cleaning	Weekly											
Q/ 2. ii. 3.	Coordination of waste removal	Weekly											
Q/ 2. ii. 4.	Grounds Cleaning	Weekly (As Needed)											
Q/ 2. ii. 5.	Sidewalk and Parking Lot Sweeping and Cleaning	Weekly (As Needed)											
Q/ 2. ii. 6.	EQ Rings/Trails Maint.	Bimonthly											
Q/ 2. ii. 7.	Pressure Cleaning of Site Structures and Furnishings	Quarterly (As Needed)											
Q/ 2. ii. 8.	Shade Structures												
Q/ 2. ii. 9.	Cement, Brick Paver Cleaning & Sealing	Quarterly (As Needed)											
Q/ 2. ii. 10.	Screen and Fenced Enclosure Cleaning	Quarterly (As Needed)											
Q/ 2. ii. 11.	Parking Lot Striping and Bumper Painting	As Needed											
Q/ 2. ii. 12.	Emergency Board Up	As Needed											
Q/ 2. ii. 13.	Large Debris Haul Away	As Needed											
Q/ 2. ii. 14.	Window Replacement	As Needed											
*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.													

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TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

MAINTENANCE FREQUENCIES*														
Item #	Maintenance Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	
iii. Other Routine And Incidental Maintenance														
Q/ 2. iii. 1.	Facility Inspections													Daily/Weekly
Q/ 2. iii. 2.	Damage / Vandalism /Graffiti Reporting / Repair													Daily/Weekly (As Needed)
Q/ 2. iii. 3.	Recycling Program Establishment and Management													Weekly
Q/ 2. iii. 4.	Lighting Maintenance													Weekly
Q/ 2. iii. 5.	Vent Cleaning													Weekly
Q/ 2. iii. 6.	Window Washing													Monthly
Q/ 2. iii. 7.	A/C Filter Replacement													Monthly
Q/ 2. iii. 8.	Pre Party & Event Setup													Per Event
Q/ 2. iii. 9.	Private Party & Town Event Clean-up													Per Event
Q/ 2. iii. 10.	Bulletin Board Maint. / Notice Posting													As Needed
Q/ 2. iii. 11.	Storm Clean up													As Needed
Q/ 2. iii. 12.	24/7 Emergency Services													As Needed
Q/ 2. iii. 13.	Installation, removal, assembly and disassembly of site furnishings and appliances													As Needed
Q/ 2. iii. 14.	Construction Clean-up													As Needed
Q/ 2. iii. 15.	Repair / Handyman / Carpentry													As Needed
Q/ 2. iii. 16.	Painting													As Needed
*All counts/frequencies are approximate. The Town reserves the right to add or delete the quantity/frequency of service.														

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

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	32	Trailside Park – 4 acres	\$	\$
D	33	Sunshine Ranches Equestrian Park – 20 acres	\$	\$
D	34	Calusa Corners Park – 12 acres	\$	\$
D	35. a.	Southwest Meadows Sanctuary Park – 24.5 acres	\$	\$
D	35. b.	Southwest Meadows Sanctuary Park Landscape bed Maintenance – 1 acre	\$	\$
D	36. a.	Rolling Oaks Park – 44.5 acres	\$	\$
D	36. b.	Rolling Oaks Park Butterfly Garden Maintenance – 1 acre	\$	\$
D	37	Frontier Trails Park – 30 acres	\$	\$
D	38	Town Hall – landscape bed maintenance and immediately surrounding area only <.10 acre	\$	\$
D	39	Public Safety Facility – <1 acre	\$	\$
D	40	Stirling Rd. at SW 185 th Way "pocket park" – 1.6 acres	\$	\$
D	41	Country Estates Park – 16 acres	\$	\$
D	42	Broadwing Building – 1.7 acres	\$	\$

*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: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

MAINTENANCE PROPOSAL: PRICE LIST BY ZONE / SERVICE CATEGORY (AUXILLARY SERVICES):

PARKS AND OTHER FACILITIES MAINTENANCE

Item #	Maintenance Service Category	Unit (Proposer to specify "per location," "per service," "per hour," etc., as applicable)	Unit Price
General Town Property Maintenance			
	Security		\$
Q/ 1. iv.	Security		\$
Interior Maintenance			
Q/ 2. i. 12.	Floor maintenance: stripping, polishing, waxing, and/or refurbishing		\$
Q/ 2. i. 13.	Ceiling maintenance and tile replacement,	Per Proposal	
Q/ 2. i. 14.	Drywall repairs	Per Proposal	
Q/ 2. i. 15.	Unclog Drains	Per Proposal	
Exterior Maintenance			
Q/ 2. ii. 6.	EQ Rings/Trails Maint.		\$
Q/ 2. ii. 7.	Pressure Cleaning of Site Structures and Furnishings		\$
Q/ 2. ii. 8.	Shade Structures		\$
Q/ 2. ii. 9.	Cement, Brick Paver Cleaning & Sealing	Per Proposal	
Q/ 2. ii. 10.	Screen and Fenced Enclosure Cleaning	Per Proposal	
Q/ 2. ii. 11.	Parking Lot Striping and Bumper Painting	Per Proposal	
Q/ 2. ii. 12.	Emergency Board Up	Per Proposal	
Q/ 2. ii. 13.	Large Debris Haul Away	Per Proposal	
Q/ 2. ii. 14.	Window Replacement	Per Proposal	

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

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TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

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

iii. Other Routine And Incidental Maintenance			
Q/ 2. iii. 2.	Damage / Vandalism /Graffiti Reporting / Repair		\$
Q/ 2. iii. 8.	Pre Party & Event Setup		\$
Q/ 2. iii. 9.	Private Party & Town Event Clean-up		\$
Q/ 2. iii. 11.	Storm Clean up		\$
Q/ 2. iii. 12.	24/7 Emergency Services		\$
		Per Proposal	
Q/ 2. iii. 13.	Installation, removal, assembly and disassembly of site furnishings and appliances		
		Per Proposal	
Q/ 2. iii. 14.	Construction Clean-up		
		Per Proposal	
Q/ 2. iii. 15.	Repair / Handyman / Carpentry		
		Per Proposal	
Q/ 2. iii. 16.	Painting		
		Per Proposal	
MISCELLANEOUS CODE ENFORCEMENT SERVICES			
	Debris Removal:		Per Proposal
	Boarding Service:		Per Proposal
	Pool Fill-In:		Per Proposal

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: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

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 to the Town, Proposer shall furnish to the Town a 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 subject of this Proposal, and as required by Florida Statutes and Local law, must be submitted along with Proposal. Proposers must also have insurance and bonding capacity sufficient to satisfy the requirements of this solicitation, as set forth herein.

All work to comply with current A.N.S.I. Standards. Additionally, each member of Contractor's proposed personnel shall be trained in the work practices necessary to perform his/her job. The Contractor shall assure that its employees are instructed in the known potential hazards related to his/her job and the processes and applicable provisions of any emergency action plan required. The contractor shall document that each of its employees has received and understood the training required by this paragraph. The contractor shall prepare and maintain records which contain the identity of each of its employees serving this contract, dates of training, and the means used to verify that the employee understood the training. The contractor shall assure that each of its employees follows the safety rules and safe work practices set forth by OSHA for the working environments comprising this contract.

The Contractor's Site Supervisor must be able to

- Demonstrate knowledge of how to evaluate building structures, exteriors, and permanent interiors.
- Demonstrate ability to manage service/repair requests, maintenance, and needs of the Town's Facilities.
- Demonstrate ability to evaluate site furnishings and equipment performance.
- Demonstrate ability to manage the maintenance and cleaning of site furnishings and equipment.

PROFESSIONAL ORGANIZATIONS

1. In accordance with the evaluation factors set forth at section 10.3, preference shall be given to Contractors' proposals evidencing the following professional certifications and memberships in good standing:
 - A. Membership in International Facility Management Association (IFMA)
 - B. Membership in National Recreation and Park Association (NRPA)
 - C. Membership in Florida Recreation and Park Association (FRPA)
 - D. Certification: Certified Playground Safety Inspector issued by the National Recreation and Park Association
 - E. Certification: Certified Outdoor Play Inspector issued by the National Program for Playground Safety
 - F. Certification: Facility Management Professional issued by the International Facility Management Association (IFMA).
 - G. Certification: Certified Facility Manager issued by the International Facility Management Association (IFMA).
 - H. Certification: Sustainability Facility Professional issued by the International Facility Management Association (IFMA).

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.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

DRUG FREE WORKPLACE

Proposers must certify that they will provide a drug-free workplace. Preference shall be given to businesses with drug-free workplace programs in accordance with the Town's Procurement Code. 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.
- 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, by any employee who is so convicted.
- 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: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN-WIDE FACILITIES MAINTENANCE SERVICES

PUBLIC ENTITY CRIMES

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted Contractor list following a conviction for a 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 a public entity, may not be awarded to 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 Category Two of Sec. 287.017, F.S. for thirty six (36) months from the date of being placed on the convicted Contractor list".

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

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

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

1. This sworn statement is submitted to _____

By _____ for _____

whose business address is _____

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

(IF the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

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 or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:
(i). A predecessor or successor of a person convicted of a public entity crime; or

(ii). Any 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 prime 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 thirty six (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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES
RFP No. 14-014

6. Based on information and belief, 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.

_____ 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.

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 _____ My Commission Expires _____

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

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

NON-COLLUSIVE 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 respecting 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 proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix any overhead, profit, or cost elements of the Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- 5 The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

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 _____

My Commission Expires _____

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

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

CERTIFICATE OF AUTHORITY (If Individual / Sole Proprietor)

State of _____)
County of _____) ss.

I HEREBY CERTIFY that _____, as Principal or
Owner of

_____, is hereby authorized to execute the Proposal dated, _____ 20
(Company name)

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'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

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'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)
County of _____) ss.

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

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

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

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

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

Secretary:

(SEAL)

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____)
County of _____) ss.

I HEREBY CERTIFY that a meeting of the Principals 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 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'S SIGNATURE: _____
COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

PROPOSER QUALIFICATION

List Number of Irrigation Maintenance Contracts in excess of Fifty Thousand Dollars (\$50,000) per year in the past five (5) years.

Project Name: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

TOWN OF SOUTHWEST RANCHES, FLORIDA
TOWN WIDE FACILITIES MAINTENANCE SERVICES

GOVERNMENTAL CONTACT INFORMATION

List any Governmental or Quasi-governmental Agencies for which the Proposer has done business within the past five (5) years.

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

Name of Agency: _____

Address: _____

Phone No.: _____ Contact Person: _____

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

PROPOSER DISCLOSURE OF LITIGATION HISTORY

The Proposer's response to this questionnaire will be utilized as part of the Town's overall Proposal Evaluation and Contractor selection.

List all cases where Proposer has been a party to litigation or arbitration (or other binding dispute resolution procedure), whether plaintiff or defendant (petitioner or respondent), within the past five (5) years including case name, case number, jurisdiction, whether case has been resolved or is still pending, and a brief description of the nature of the case.

Case Name: _____

Case Number: _____

Jurisdiction: _____

Plaintiff: _____

Defendant: _____

Case Status: Resolved _____ Pending _____

Brief description of nature of case: _____

Case Name: _____

Case Number: _____

Jurisdiction: _____

Plaintiff: _____

Defendant: _____

Case Status: Resolved _____ Pending _____

Brief description of nature of case: _____

Case Name: _____

Case Number: _____

Jurisdiction: _____

Plaintiff: _____

Defendant: _____

Case Status: Resolved _____ Pending _____

Brief description of nature of case: _____

PROPOSER'S SIGNATURE: _____

COMPANY NAME: _____

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) be indicated below and this form returned to:

Juanita Romance, Procurements and Special Projects
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: jromance@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: _____

ATTACHMENTS AND EXHIBITS:

ATTACHMENT "A" – AGREEMENT FORM – TO BE EXECUTED AFTER AWARD OF CONTRACT

EXHIBITS - AERIALS

AGREEMENT FORM
(Exhibit "A" To Request for Proposals)

TOWN OF SOUTHWEST RANCHES REQUEST FOR PROPOSALS NO: 14-014

September 17, 2014

THIS IS AN AGREEMENT (“Agreement”) made and entered into on this ____ day of _____ 201_ 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 select a contractor for the purpose of **Town-Wide Facilities Maintenance Services (“Project”)**; and

WHEREAS, the Town advertised a Request for Proposals, RFP No. 14-014 on September 17, 2014 (“RFP”); and

WHEREAS, __ proposals were received by the TOWN on _____, 201_ ; and

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

WHEREAS, the proposal submitted to the Town by Contractor is attached to this Agreement as Exhibit “A-1” and made a part hereof.

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

- 1. CONTRACT DOCUMENTS/SCOPE OF WORK:** The Contract Documents consist of the following documents: Request for Proposals #14-014 (attached herein as Composite Exhibit “B,” hereinafter interchangeably referred to as the “Scope of Services,” “Services,” or “Work” unless otherwise specified), which is incorporated herein by reference and shall be completely integrated and construed as being a specific part of this Agreement, Contractor’s Proposal (Exhibit “A-1”), this Agreement and any written modifications hereto. In the case of a conflict in the Contract Documents, those requiring the more stringent performance by Contractor shall govern. The Contractor shall provide Town-wide Facilities Maintenance Services for the term of this Agreement, and any approved extensions thereto (as set forth in Section 24 of the RFP). The Work includes but is not limited to the following: furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the Work described and detailed in, or reasonably inferable from, the Contract Documents. Refer also to SCOPE OF SERVICES / SPECIFICATIONS, Sections A-R of the RFP. All Work rendered pursuant to this Agreement by Contractor shall be performed in strict 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 other Contract Documents, good construction and/or best management practices for this type of Work performed in Broward County, Florida and all applicable codes, ordinances, rules, laws and regulations governing the Work, including, but not limited to, the Florida Building Code, along with Broward County Amendments to it.
- 2. LICENSING/PERMITS:** Contractor represents that it will maintain at all times during the progress of any Work and any warranty period, all licenses, certificates of competency or other documents required by the Scope of Services evidencing compliance with licensure requirements necessary to practice his profession as required by Florida law, Broward County, and the Town’s Code.
- 3. INSURANCE:** Contractor shall procure and maintain at all times during the performance of this Agreement, including any approved extensions thereof, all insurance coverages required by, and in the manner specified in, Section 9 of the RFP.

4. INDEMNIFICATION: Contractor's indemnification obligations are set forth in Section 16 of the RFP. Contractor further agrees that in claims against any person indemnified hereunder by an employee of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations hereunder shall not be limited by a limitation on amount or type or amount of damages, compensation or benefits payable under worker's compensation acts, disability benefits acts, or other employee benefits acts. 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 negligent or intentional act or omission of Contractor or any one of its employees, contractors or agents.

5. CHANGES TO SCOPE OF WORK: The Town shall not accept any change orders from the Contractor for the Project unless approved in writing by the Town. By executing this Agreement, Contractor specifically acknowledges that Contractor has performed its due diligence and will perform the Work for the prices stated in Contractor's Proposal attached hereto, for the term of this Agreement, and any approved extensions thereof.

6. COMPENSATION & METHOD OF PAYMENT

- .1 The amount of compensation payable by the Town to Contractor shall be based upon the rates and schedules (interchangeably referred to as the "Contract Price" or "Agreement Sum") as set forth in Composite Exhibit "B" which amount shall be accepted by Contractor as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by Contractor that these amounts are the maximum payable and constitute a limitation upon Town's obligation to compensate Contractor for its Services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
- .2 The initial rates and schedules have been adopted by the Town Council as part of the Resolution enacting this Agreement. The Town Council, at its own discretion, may increase the rate by subsequent Resolution.
- .3 Town shall pay Contractor in accordance with the Florida Prompt Payment Act. Additionally, payment may be withheld by the Town Administrator, for failure of Contractor to comply with a term, condition or requirement of this Agreement.
- .4 Town shall not be liable for any cost increases or escalation associated with labor, materials, including but not limited to petroleum, that may arise during the performance of the Work. In the event the cost of the Work exceeds the amounts defined herein as the Agreement Sum, 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 any adjustments to the Agreement Sum pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of this Agreement, and with the same formality and of equal dignity associated with the original execution of this Agreement.
- .5 Town and Contractor agree that payment under this Agreement will be subject to (a) the delivery of an appropriate invoice by Contractor to Town, and (b) verification by Town that the Work has been performed in accordance with this Agreement. Upon verification by Town that the invoiced Work has been performed in accordance with this Agreement, Town shall have thirty (30) days thereafter to pay said invoice.

- .6 Notwithstanding any provision of this Agreement to the contrary, the Town Administrator may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work of Contractor which has not been remedied or resolved in a manner satisfactory to the Town Administrator. The amount withheld shall not be subject to payment of interest by Town.
- .7 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 contract.
- .8 In case of default by Contractor, Town may procure the articles or services from other sources and hold Contractor responsible for any excess costs occasioned or incurred thereby.

7. ASSIGNMENT: Refer to Section 19 of the RFP. No assignment of this Agreement or of the Work hereunder by Contractor shall be valid without the express written consent of the Town Administrator, which may be given or withheld, in Town's sole discretion. All Work to be performed pursuant to this Agreement shall be performed by Contractor, and no Work shall be subcontracted to other parties or firms without the written consent and approval of the Town Administrator.

8. WARRANTIES: Contractor warrants to the Town that all materials, supplies, equipment and Work under this Agreement will be of good quality, free from faults and defects and in conformance with the Contract Documents.

9. CONTRACTOR'S RESPONSIBILITY FOR SAFETY AND TO PROTECT WORK: Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work provided pursuant to this Agreement in order to prevent, inter alia, damage, injury or loss to (a) all employees performing the Work and all other persons who may be affected thereby, (b) all the Work and all materials and equipment to be incorporated therein and (c) other property at the site or adjacent thereto. Contractor shall timely provide all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority or other authority with jurisdiction bearing on the safety of persons and property in order to provide protection from damage injury or loss. Contractor shall also take reasonable steps to protect the Work and any adjacent or immediately surrounding property against all loss or damage, and shall promptly repair any damage done from any cause whatsoever. If such loss or damage is caused by Contractor's failure to properly protect or perform the Work or is otherwise caused from Contractor's intentional or negligent actions or omissions, such repairs shall be without cost or expense to the Town. In the event that the loss or damage is caused solely by an employee or agent of the Town and could not reasonably be avoided by Contractor's reasonable efforts to protect the Work or surrounding property, then the Town and Contractor shall negotiate a reasonable cost to repair the damage, and such costs shall be accounted for through the issuance of a change order to this Agreement.

10. DEFECTIVE WORK: Contractor shall promptly correct or remove, at its sole expense, any defective Work and replace it with non-defective Work. Contractor shall pay all direct, indirect, and consequential costs of such removal or correction.

11. DEFAULT/TERMINATION FOR CAUSE: Refer to Section 22 of the RFP.

- 11.1. In addition, the occurrence of any one or more of the following events will justify Town's termination of Contractor for cause:

- .1 Contractor's performance of defective work or persistent failure to perform the Work in strict accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment);
 - .2 Contractor's disregard of Laws or Regulations of any public body having jurisdiction state or federal laws;
 - .3 Violation of Town's policies and procedures, including Contractor's disregard of the authority of the Town, including the Contract Manager;
 - .4 Contractor's violation of any provisions of the Contract Documents;
 - .5 Contractor's Abandonment of the Work;
 - .6 Contractor's insolvency, bankruptcy, or assignment for the benefit of creditors.
- 11.2. If one or more of the events identified in paragraph 11.1 occur, Town may, after giving Contractor thirty (30) days written notice, terminate the services of Contractor.
- 11.3 Where Contractor's services have been so terminated by Owner, 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.
- 11.4 If, after notice of termination of Contractor's right to proceed, it is found that Contractor was not in default or that sufficient grounds for termination for cause did not exist, the termination shall be deemed automatically converted to one for convenience, and the rights and obligations of the Town and Contractor shall be the same as if the notice of termination were issued pursuant to Section 12 below.

12. TERMINATION FOR CONVENIENCE: Refer to Section 22.2 of the RFP.

12.1. The Agreement may be terminated for convenience in writing by the Town, without cause and without prejudice to any other right or remedy of Town, upon thirty (30) days written notice to Contractor of its intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid (without duplication of any items) for:

- .1 Completed and acceptable work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work, provided however, that Contractor must first provide Town with sufficient back-up documentation for such Work;
 - .2 Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents, plus fair and reasonable sums for overhead and profit on such expenses;
- 12.2 Under no circumstances shall payment include, or Town be liable for, lost or anticipated profit for Work or services not performed, nor for indirect, special or consequential damages of any kind.

13. INTERPRETATION:

13.1. Entire Agreement. This Agreement, including the Contract Documents, constitutes the entire agreement of the parties with respect to the subject matter hereof. No other agreements, oral or written, pertaining to the Work to be performed under this Agreement exist between the parties. This Agreement may be modified only by a written change order signed by both parties.

13.2. Governing Law. This Agreement shall be interpreted and governed in accordance with the laws of the State of Florida.

14. ATTORNEYS' FEES AND COSTS: If any party to this Agreement brings a cause of action against the other party arising from or relating to this Agreement the prevailing party in such proceeding shall be entitled to recover reasonable attorney's fees, experts fees, and court costs (at both the trial and appellate levels).

15. CONTRACTOR'S PERFORMANCE:

15.1 Contractor shall not subcontract any portion of the work required by this Agreement, except with the prior approval of the Town Administrator, which shall be in his sole and absolute discretion. If subcontractors are to be used during the term of this Agreement, a list of such subcontractors shall be provided to the Town Administrator, subject to his approval.

15.2 Contractor agrees to perform its Work in a professional manner and in accordance with all applicable 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 employable in the United States of America, educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Contractor agrees to furnish to TOWN any and all documentation, certifications, authorizations, licenses, permits, or registrations 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 the services required under this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth herein in a skillful and respectable manner.

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

16. DISPUTE RESOLUTION: Refer to Section 11 of the RFP.

16.1 To prevent all disputes and litigation, it is agreed by the parties hereto that the Town Administrator or his designee shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any Work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and such decisions of all claims, questions, difficulties and disputes shall be final and binding, subject to judicial resolution.

- 16.2. During the pendency of any dispute and after a determination thereof, Contractor and Town shall act in good faith to mitigate any potential damages.
- 16.3. In the event the determination of a dispute under this Section 16 is unacceptable to either party hereto, the party objecting to the 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 and must be accompanied by a statement that any adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days thereafter, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. 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.**

17. AUDIT OF PROJECT RECORDS: Town shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by Town, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of the later of three (3) years after termination or expiration 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 the three (3) year period, whichever is later, 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.

18. DIFFERING SITE CONDITIONS: In the event that during the course of the Work, Contractor encounters subsurface or concealed conditions which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of an unusual nature, which differ materially from that ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor without disturbing the conditions and before performing any Work affected by such conditions, shall, within twenty-four (24) hours of their discovery, notify Contract Manager in writing of the existence of the aforesaid conditions. Contract Manager shall investigate the site conditions identified by

Contractor. If, in the sole opinion of Contract Manager, the conditions do materially so 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, whether or not charged as a result of the conditions, 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 in accordance with the provisions of Section 16 above. 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.

19. LOCATION AND DAMAGE TO EXISTING FACILITIES, EQUIPMENT OR UTILITIES:

19.1. Town does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the Contractor's responsibility prior to commencement of any Work to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Work. No additional payment will be made to the Contractor because of discrepancies in actual and planned location of utilities, and additional costs suffered as a result thereof.

19.2. The Contractor shall notify each utility company involved at least thirty (30) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by the Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved. No additional payment will be made to the Contractor for utility relocations, whether or not said relocation is necessary to avoid conflict with other lines.

19.3. The Contractor shall schedule the Work in such a manner that the Work is not delayed by the utility providers relocating or supporting their utilities. The Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way. No compensation will be paid to the Contractor for any loss of time or delay.

19.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The Town reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

19.5. The foregoing provisions of this Section 19 relating to costs and/or delays incurred by Contractor due to underground structures and utilities are subject to Section 19 above; provided however, that under no circumstances shall Contractor be entitled to an equitable adjustment in compensation where Contractor knew or could have discovered through the exercise of due diligence, the existence and/or location of such underground structures and utilities.

20. NOTIFICATION OF CLAIM FOR CHANGE OF CONTRACT PRICE OR DAMAGES:

Any claim for a change in compensation or for damages shall be made by written notice by Contractor to the Contract Manager within five (5) calendar days of the commencement of the event giving rise to the claim or knowledge by Contractor of the claim and the notice shall state the general nature and cause of the claim.

Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim or knowledge of the claim, written notice of the extent of the claim with supporting information and documentation shall be submitted to the Contract Manager (hereinafter "Claim Notice"). The Claim Notice shall include Contractor's written notarized certification that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. If the Contract Manager and Contractor cannot resolve a claim as set forth in a proper Claim Notice within twenty (20) calendar days after receipt by the Contract Manager, then Contractor shall submit the claim to Town Administrator within ten (10) calendar days from the date of impasse in accordance with Section 16 above. **IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.**

21. NOTICES: Whenever either party desires to give notice to 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 the 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, J.D.
Arnstein & Lehr
200 East Las Olas Boulevard
Suite 1700
Fort Lauderdale, Florida 33301

If to Contractor:

22. GOVERNING LAW AND VENUE: Refer to Section 21 of the RFP.

23. SEVERABILITY: Refer to Section 25 of the RFP.

24. SOVEREIGN IMMUNITY: Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Town's Sovereign Immunity defense or any other of the Town's immunities and limitations on liability as provided for in the Florida Statutes, as now worded or as may hereafter be amended, and all Florida case law interpreting same.

25. 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. 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 paragraph, 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 shall automatically be deemed converted to a termination for convenience and Contractor shall be paid solely in accordance with Section 13 above.

26. PUBLIC RECORDS: 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 Records Law exists and it is cited in the response. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor understands that 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. Contractor's failure or refusal to comply with the provisions of this Section shall result in the immediate cancellation and/or termination of this Agreement by Town. 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 proposal process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

27. PUBLIC ENTITY CRIMES INFORMATION STATEMENT: Pursuant to Florida Statutes, Section 287.133: "A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 36 months following 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.

28. 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 Towns rights or remedies 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 or in equity.

29. 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.

30. NO AMENDMENT OR WAIVER: This Agreement may not be changed, altered or modified except by an instrument in writing signed by all parties hereto, with the same formality and of equal dignity as the execution of this Agreement prior to the initiation of any Work reflecting such change.

31. CHAPTER 558, FLORIDA STATUTES, NOT APPLICABLE. The parties understand and agree that Chapter 558, Florida Statutes, does not apply to this Agreement or the Work, and that the parties hereby “opt out” of the procedures set forth at Chapter 558, Florida Statutes.

32. MISCELLANEOUS:

A. Ownership of Documents. Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this 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. Independent Contractor. Contractor is an independent contractor of Town under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Agreement shall be exclusively and solely those of Contractor. This Agreement shall not constitute or make Town and Contractor a partnership or joint venture.

C. Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor’s loyal and conscientious exercise of judgment related to its performance under this Agreement.

Contractor agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Contractor is permitted to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this paragraph C of Section 32.

D. Contingency Fee. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a

bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

- F. **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 over the other.

- G. **Drug-Free Workplace.** Contractor agrees that it shall maintain a drug-free workplace as set forth in the RFP.

- H. **Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

- I. **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.

- J. **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.

[INTENTIONALLY LEFT BLANK]

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 _____ 2014.

WITNESSES:

CONTRACTOR:

By: _____
_____, _____ (title)
___ day of _____ 201_

TOWN OF SOUTHWEST RANCHES

By: _____
Jeff Nelson, Mayor
___ day of _____ 201_

By: _____
Andrew D. Berns, Town Administrator
___ day of _____ 201_

ATTEST:

Russell Mufiz, MMC, Town Clerk

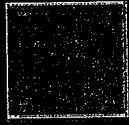
APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney

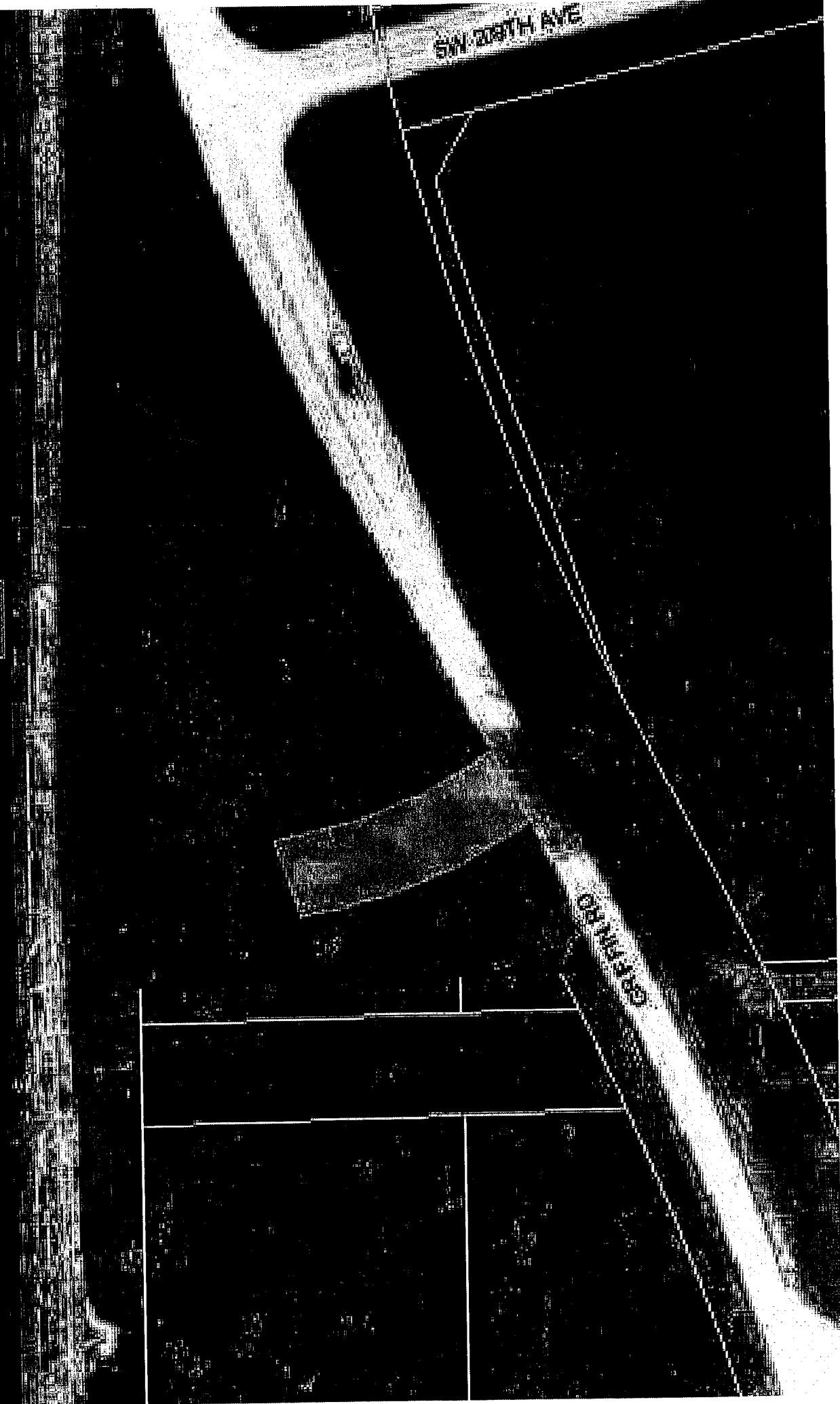


**SW 185th Way "Pocket Park
(at Stirling Road Right of Way)**

Broadwing Building



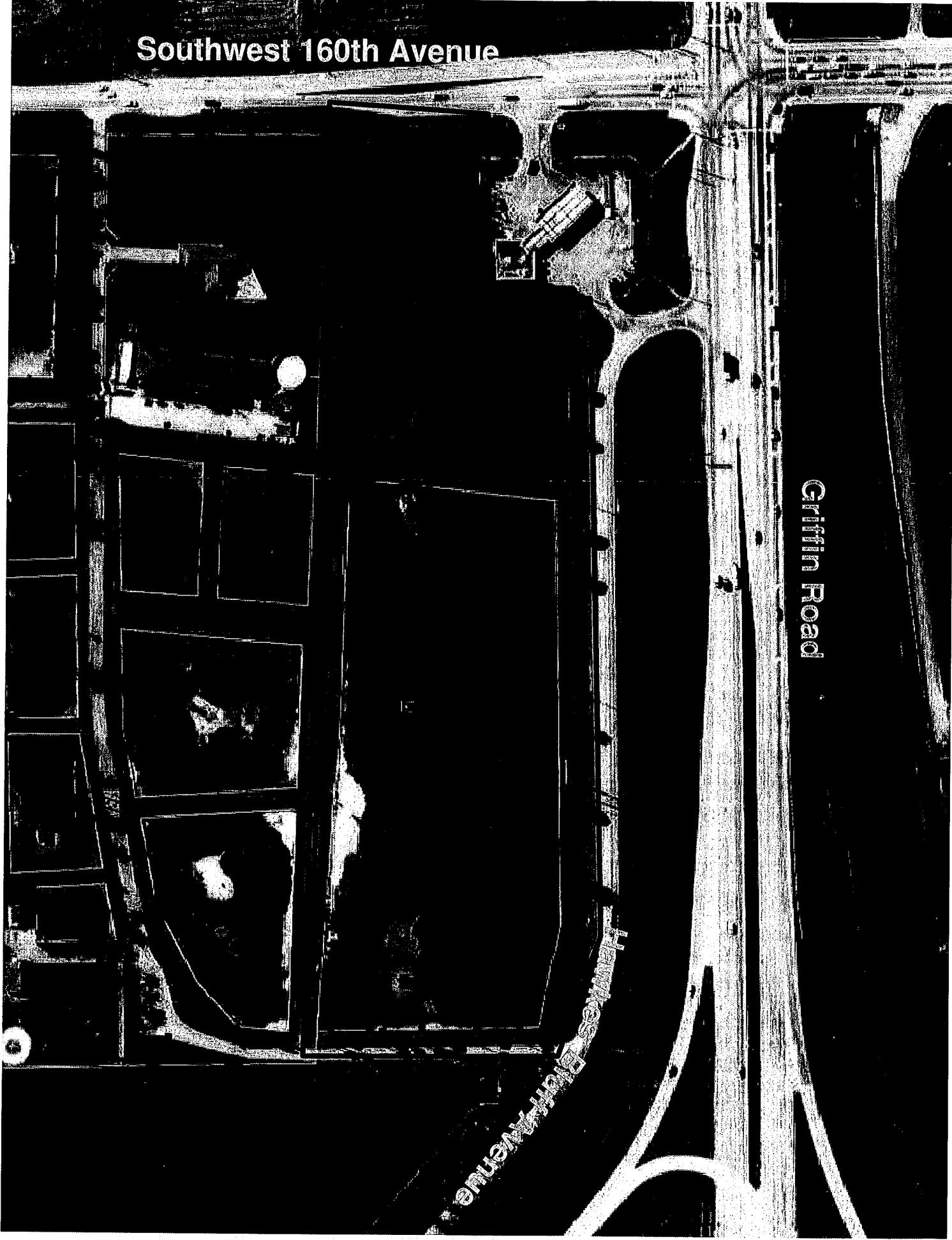
Highlighted area = maintenance



Southwest 160th Avenue

Griffin Road

HENKES BIRTH AVENUE



An aerial photograph of a residential neighborhood, oriented vertically. The image shows a grid of streets with several houses and buildings. The text labels are overlaid on the image. The top label is 'Southwest 195th Terrace', which is oriented horizontally across the top of the image. The bottom label is 'Southwest 192nd Terrace', also oriented horizontally across the bottom. A vertical label, 'Southwest 54th Place', is oriented vertically along the left side of the image, intersecting the horizontal street labels.

Southwest 195th Terrace

Southwest 192nd Terrace

Southwest 54th Place



Southwest 172nd Avenue

This is a high-contrast, black and white aerial photograph of a city block. The image is oriented vertically, with the top of the page corresponding to the left side of the map. A prominent street, Southwest 58th Street, runs vertically through the center of the block. At the bottom of the image, the text 'Southwest 172nd Avenue' is printed. The photograph shows a grid of streets and various buildings, with some areas appearing darker and others lighter due to the high contrast. A large, dark, irregular shape is visible in the upper right quadrant, possibly representing a large building or a shadow. The overall appearance is that of a historical or archival map.

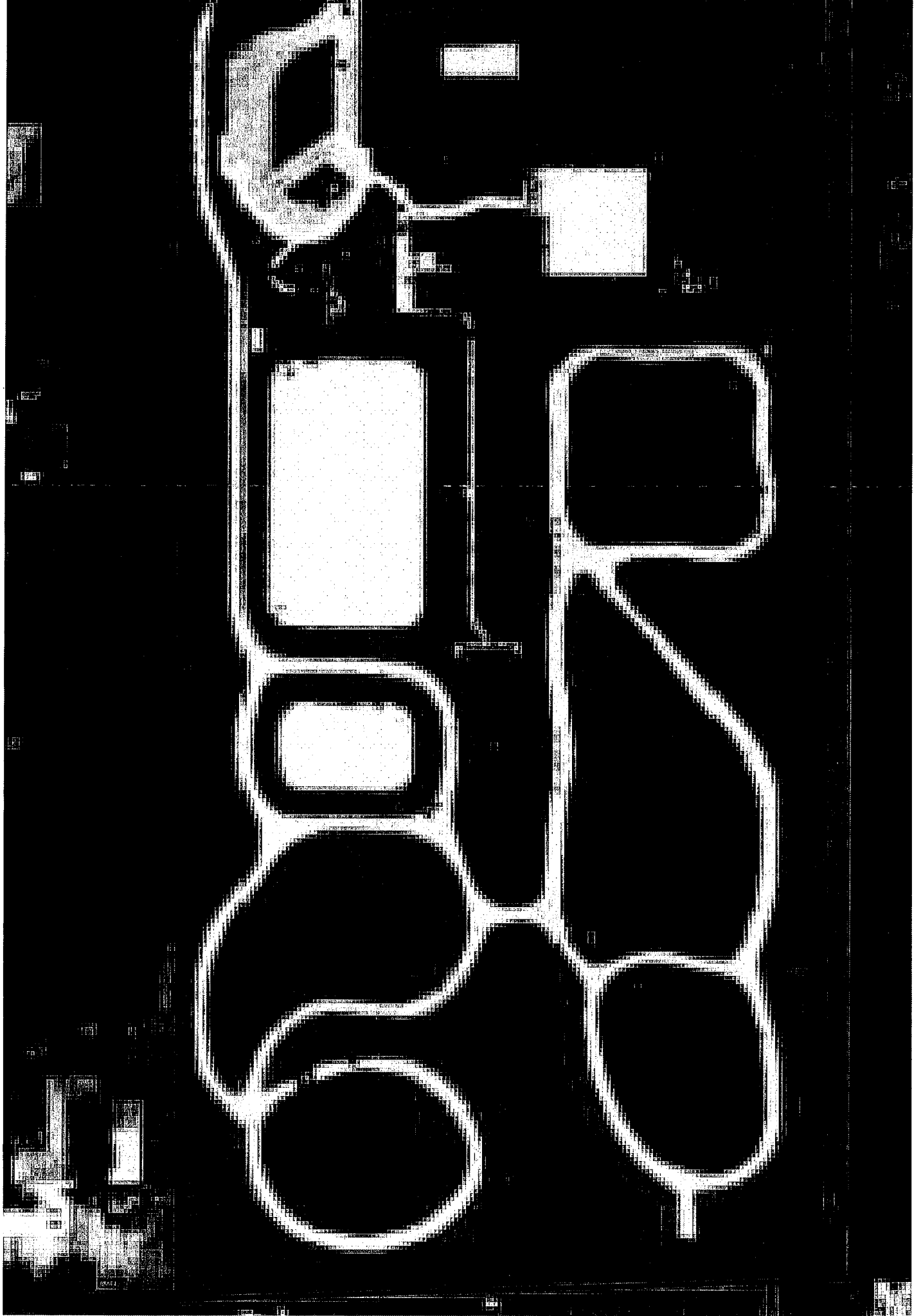
Southwest 58th Street

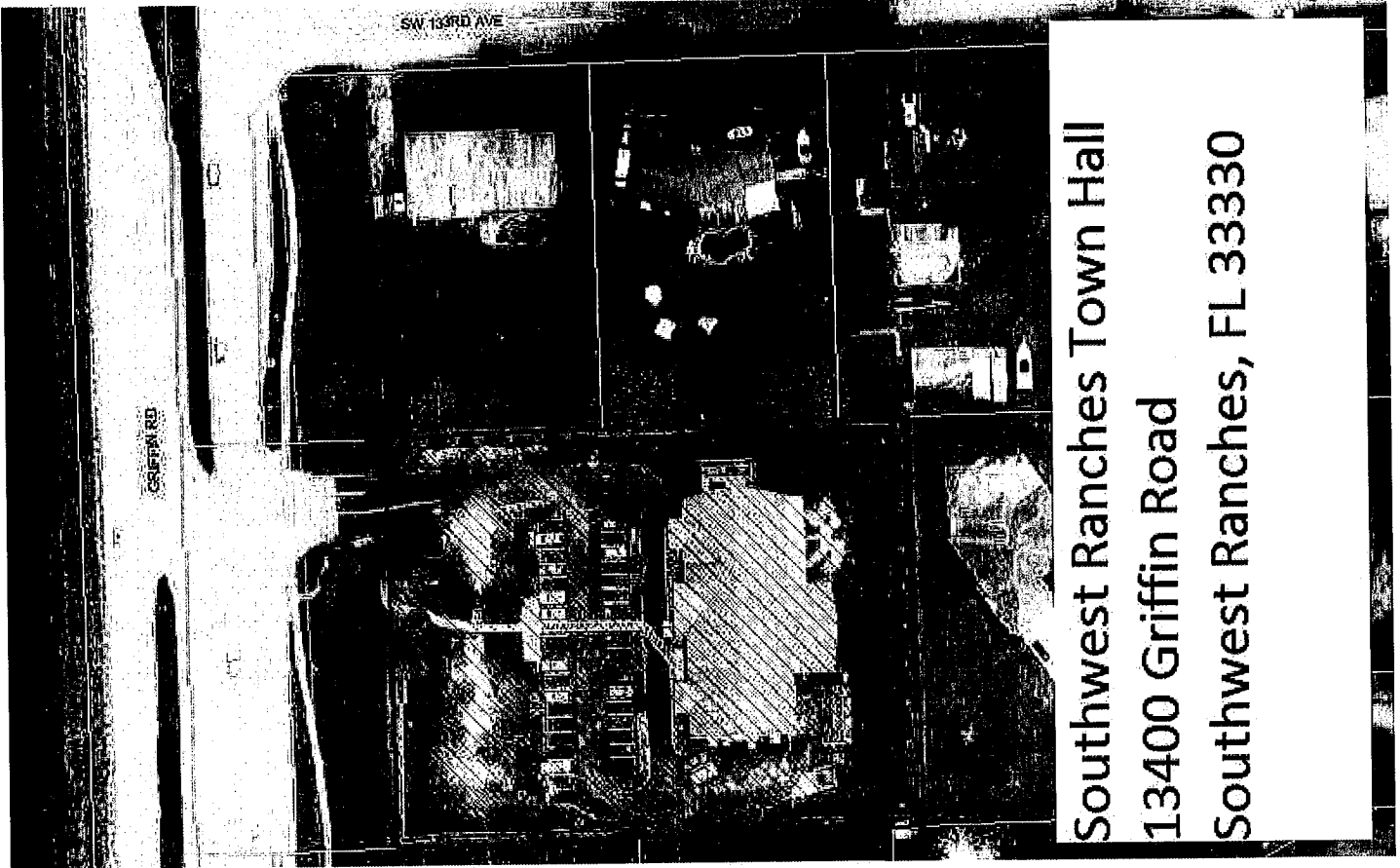
Southwest 172nd Avenue

Southwest 163rd Avenue

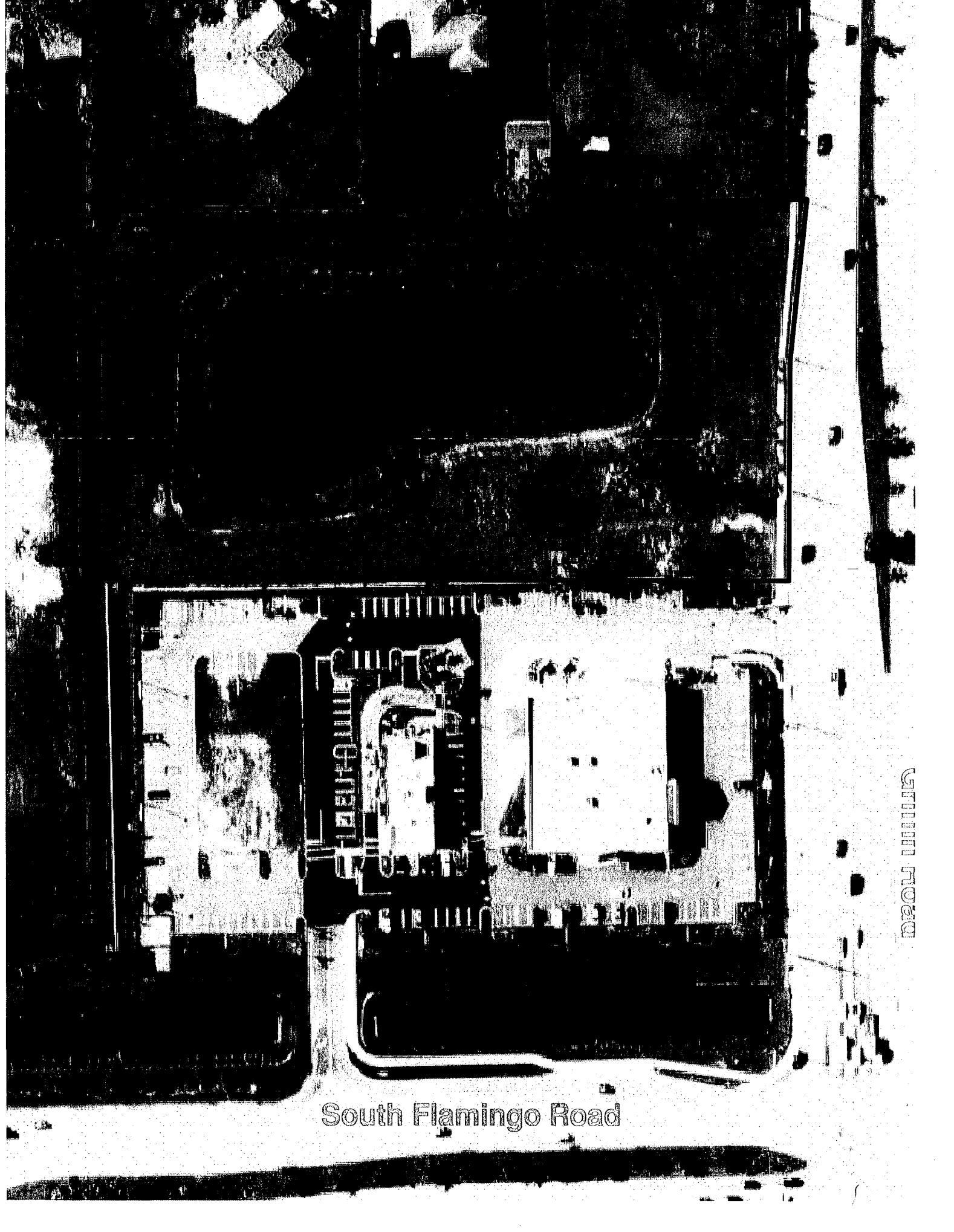
Southwest 160th Avenue

GIULIETTI ROAD





Southwest Ranches Town Hall
13400 Griffin Road
Southwest Ranches, FL 33330



South Flamingo Road

South Flamingo Road