

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



**Town Administrator**  
Andrew Berns

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## **REQUEST FOR PROPOSALS**

**RFP No. 20-014**

Town of Southwest Ranches  
is seeking proposals for:

### **TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS) EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT**

**Date issued/available for distribution: Wednesday July 29, 2020**

Proposer shall submit one (1) electronic set of documents for proposal, as per Appendix Z, Electronic Media Format. The complete submittal must be uploaded to Demand Star no later than **Wednesday, August 26, 2020, at 11:00 a.m. local time.**

**Non-Mandatory Pre-Proposal Conference: Friday August 7, 2020 at 11:00 a.m. local time.**  
*See Section 1.3, of this RFP for the location of the Pre Proposal Conference.*

#### **CAUTION**

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

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

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

**NOTICE TO CONTRACTORS**

Sealed Proposals will be received by the Town of Southwest Ranches, Florida (“Town”), via DemandStar E-bidding, until 11:00 a.m., local time, and opened on Wednesday, August 26, 2020, for all material, labor, equipment and supplies necessary for:

**RFP 20-014 - TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS)  
EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT**

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

<http://southwestranches.org/procurement>

To review the Proposal documents for this project, go to the above URL and click on the project hyperlink. The documents for this project are also available on Demandstar.org. Contractors may download and print the Proposal documents, or contact Venessa Redman at (954) 434-0008, or e mail at [vredman@southwestranches.org](mailto:vredman@southwestranches.org).

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

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

The Non-Mandatory Pre-Bid Conference will be held on **Friday August 7, 2020**, at 10:00 A.M., via Zoom Meeting, links accessible on the Town Procurement website. To join the meeting directly from zoom use meeting ID 863 8176 0202

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

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

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

**TOWN OF SOUTHWEST RANCHES**  
**Request for Proposals**  
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**SECTION 1**  
**GENERAL INFORMATION**

**1.1 ISSUING OFFICE**

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

**1.2 PURPOSE OF THE PROJECT**

The Department is soliciting proposals from qualified and experienced firms for all material, labor, tools, equipment, machinery and supplies necessary for monitoring and maintenance of the Transient Non-Community (“TNWS”) water system in compliance with local, county and Environmental Protection Agency (“EPA”) regulations.

**1.3 NON-MANDATORY PRE-PROPOSAL CONFERENCE**

The Non-Mandatory Pre-bid Conference will be held via Zoom Meeting, the link to the meeting is accessible on the Town website. The zoom meeting ID 863 8176 0202 can also be used to join the meeting on **Friday August 7, 2020, at 10:00 a.m.** local time.

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

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

**1.4 QUALIFICATIONS OF PROPOSERS**

All Proposers shall have demonstrated experience in maintaining and monitoring of all TNWS water system equipment, including monitoring and treatment of TNWS water quality as per local, county and EPA regulations.

Evidence that the Proposer holds appropriate licenses to perform the work subject to 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.

**1.5 OPPORTUNITY OFFERED**

The initial contract for services (“Contract”) is for a three (3) year term. The Contract may be renewed twice (2) for one (1) year terms, upon mutual agreement of the parties, subject to the terms and conditions of the Contract.

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

**1.6 TIMETABLE**

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

<b>Activity</b>	<b>Date, Time and Location</b>
RFP advertised and available for download on the town website	<b>On or about: July 29, 2020 at:</b> <a href="http://www.southwestranches.org/procurement">http://www.southwestranches.org/procurement</a> or <a href="http://www.Demandstar.org">http://www.Demandstar.org</a>
Non-Mandatory Pre-Proposal Conference	<b>10:00 a.m. local time, on Friday August 7, 2020</b> , via Zoom Meeting, which is accessible on the Town Procurement website. Please use access code 863 8176 0202 to join the meeting.
Deadline for Written Comments/Questions	<b>16:00 p.m. Friday August 14, 2020</b>
Deadline for Submission of Proposals	<b>11:00 a.m. local time, on Wednesday, August 26, 2020</b> , via DemandStar E-bidding.
Public Opening	<b>11:00 a.m. local time, on Wednesday, August 26, 2020</b> , via Zoom Meeting, the link is accessible on the Town Procurement website. Please use access code 863 8176 0202 to join the meeting.
Selection Committee meeting(s) and Oral Presentations (if necessary)	<b>11:00 a.m. local time, on Wednesday, September 2, 2020</b> , via Zoom Meeting, which is accessible on the Town Procurement website. Please use access code 863 8176 0202 to join the meeting.
Award Date	To be Determined

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

**1.7 PROPOSAL SUBMISSION**

It is anticipated that bids will be opened at 11:00 a.m. via Zoom Meeting, which is accessible on the Town Procurement website. Please use access code 863 8176 0202 to join the meeting on **Wednesday, August 26, 2020**.

All bids must be submitted electronically via DemandStar E-bidding no later than 11:00 a.m. local time on **Wednesday, August 26, 2020**. Bidders must submit as per Appendix Z, Electronic Media Format.

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The Proposal Response Forms, included in the appendix, must be signed by an officer of the proposing entity or other authorized person.

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

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

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

**1.8 CONTACT PERSON**

The individual designated as “Contact Person” for this RFP is:

Venessa Redman, Sr. Procurement & Budget Officer  
13400 Griffin Road  
Southwest Ranches, Florida 33330  
Phone: 954-434-0008  
Fax: (954) 434-1490  
Email: [vredman@southwestranches.org](mailto:vredman@southwestranches.org)

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

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e-mail, or U.S. Mail no later than **16:00 p.m. Friday August 14, 2020**, (*See* Section 1.6) to the Contact Person (*See* Section 1.8). The request must contain the proposer’s name, address, phone number, and e-mail address.

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

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

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



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

### **1.10 PROCUREMENT CODE**

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

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

### **1.11 CONE OF SILENCE**

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

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

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

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

### **1.12 PUBLIC OPENING**

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A public opening, of Proposals, will take place on Wednesday August 26, 2020 at 11:00 a.m., via Zoom Meeting, which is accessible on the Town Procurement website. Please use access code 863 8176 0202 to join the meeting.

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

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

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

**1.13 DISCLAIMER**

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

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

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

**SECTION 2  
TERMS AND CONDITIONS**

**2.1 ADHERENCE TO REQUIREMENTS**

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

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**2.2 PROPOSAL FORMAT AND CONTENT**

2.2.1 Format. The electronic copy of the proposal should be submitted via DemandStar E-bidding and formatted as per Appendix Z, Electronic Media Format. Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

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

Proposers must use the Proposal form(s) furnished by the Town and included in the appendix of the RFP. Failure to do so may cause the Proposal to be rejected. Removal or replacement of any of the Proposal documents may invalidate the Proposal.

All items should be submitted as a part of the proposal prior to the deadline for submission of proposals (*See* Section 1.6 ); however, if the item(s) marked by an asterisk ( \* ) are not applicable, the proposer must submit such item(s) marked Not Applicable (“N/A”) or the proposal shall be deemed non-responsive. All other items must be submitted with the proposal or it shall be deemed non-responsive.

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

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

**2.3 PROPOSAL SCHEDULE**

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

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

## **2.4 MODIFIED PROPOSAL**

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

## **2.5 WITHDRAWAL OF PROPOSAL**

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

## **2.6 LATE PROPOSAL/ LATE MODIFIED PROPOSAL**

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

## **2.7 RFP POSTPONEMENT/CANCELLATION**

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

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

## **2.8 COSTS INCURRED BY PROPOSER**

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

## **2.9 PROPRIETARY/CONFIDENTIAL INFORMATION**

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

**2.10 RIGHT TO PROTEST**

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

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

**2.11 RULES; REGULATIONS; LICENSING REQUIREMENTS**

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

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

**2.12 EVALUATION OF PROPOSALS**

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

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Proposals shall be evaluated based on the following point system:

<b>Evaluation Criteria</b>	<b>Points</b>
1. Price (Proposal Forms);	<b>30</b>
2. Knowledge of local, county and EPA regulations and clearly specified and cited in the plan.	<b>20</b>
3. Ability to perform the contract terms, in accordance with local, county and EPA regulations.	<b>20</b>
4. Past and present performance including information disclosed by references. References should be current and have a knowledge of relevant experience.	<b>10</b>
5. Reports provided, inspection reports, and lab reports which comply with regulatory requirements. (Samples provided)	<b>10</b>
6. Specific overall plan to maintain and monitor transient non-community water system equipment and water quality. Demonstration of an understanding of the Town needs.	<b>10</b>
<b>TOTAL POINTS</b>	<b>100</b>

**2.13 CONTRACT AWARD**

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

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

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

**2.14 WRITTEN CONTRACT**

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

**2.15 ASSIGNMENT**

This RFP and any contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Proposer, and Proposer may not, either directly or

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indirectly, assign its rights or delegate its obligations to the Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

**2.16 CANCELLATION**

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

**2.17 RELATION TO PARTIES**

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

**2.18 COMPLIANCE WITH LAW**

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

**2.19 WAIVER OF LIABILITY**

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

**2.20 INDEMNIFICATION**

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

**2.21 SECONDARY/OTHER VENDORS**

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

## **2.22 DEFAULT PROVISION**

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

## **2.23 GOVERNING LAW**

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

## **2.24 DISPUTES**

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

## **2.25 REMEDIES FOR BREACH**

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

## **2.26 PUBLIC RECORDS LAW**

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

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



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

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

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

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

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

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

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

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

## **2.28 CONTRACT PROVISIONS**

2.28.1 Agreement. The selected proposer will be required to execute a contract in a form and substance similar to the attached example agreement (Exhibit “A”), subject to negotiated exceptions.

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

## **2.29 LICENSING, PERMITS, INSPECTIONS AND LIABILITY INSURANCE**

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

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

## **2.30 INSURANCE REQUIREMENTS**

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

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

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Attn: Andrew D. Berns, Town Administrator

13400 Griffin Road.

Southwest Ranches, FL 33330

and

Broward County Board of County Commissioners

115 S. Andrews Avenue

Fort Lauderdale, FL 33301

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

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

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

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

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

### **2.31 INSURANCE COVERAGE**

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

- (a) Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance is to apply to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. Proposer shall carry Worker’s Compensation Insurance with the statutory limits, which shall include employer’s liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each

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incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.

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

\$500,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
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**2.32 SECURITY AND BONDING REQUIREMENTS**

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

**2.33 COMMENCEMENT OF WORK**

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

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**2.34 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

**2.35 DISCLOSURE OF OWNERSHIP INTEREST**

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

**2.36 CONFLICT OF INTEREST**

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

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

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,

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proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of thirty six (36) months following the date of being placed on the convicted vendor list.

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

**SECTION 3  
CONTRACT**

**3.1 UNIT PRICES**

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

**3.2 CONTRACT DOCUMENTS**

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

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

**3.3 CHANGES IN THE WORK**

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

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

The Town and Contractor shall execute appropriate Change Orders or Change Directives which may include: 1) additions, deletions or revisions to the scope of services; 2) acceptance of, or correction of defective Work included in section 3.5– “Warranty and Guarantee, Correction, Removal or Acceptance of Defective Work”.

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

### **3.4 CHANGE IN THE CONTRACT PRICE OR CONTRACT TIME**

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

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

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

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

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

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

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

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

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

3.5.3 Acceptance of Defective Work. Instead of requiring correction or removal and replacement of defective Work, the Town may accept the defective work. Contractor shall bear all direct, indirect and consequential costs attributable to Town's evaluation of and determination to accept such defective Work. If such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents and Town shall be entitled to an appropriate decrease in Contract Price. If the parties are unable to agree as to the amount thereof, Town may make a claim as provided in Section 3.4 – "Change in the Contract Price or Contract Time". If the acceptance occurs after final payment, an appropriate amount, consistent with the above will be promptly paid by the Contractor to the Town.

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

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



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

**3.6 PAYMENT**

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

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

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

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

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

The Town Administrator may withhold, in whole or in part, payment for Work deemed inadequate or defective which has not been remedied in a manner satisfactory to the Town Administrator. The

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amount withheld shall not be subject to payment of interest by Town. Payment may be withheld for Contractor's failure to comply with terms, conditions or requirements of the Agreement.

**3.7 METHOD OF PAYMENT**

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

**3.8 PHYSICAL CONDITIONS**

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

Proposer shall, promptly after becoming aware and before performing any Work, notify the Town of any differing site conditions or conflicts at the site. The Town will review the pertinent conditions with respect to any deletions or revisions in the Work and any potential modifications to the terms and conditions as outlined in Section 3.3 – "Changes in the Work".

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

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

**SECTION 4**  
**RESPONSIBILITIES**

**4.1 PROPOSER'S RESPONSIBILITIES**

4.1.1 Plan. As part of the Proposer's complete written proposal of his plan for the required work, Proposer shall submit a written plan to include the following

1. Equipment Description

- Type:
  - Tank size, brand, estimated age, and condition of equipment.
  - Suggestions, Comments or concerns regarding equipment.
- Maintenance:
  - Description of pressure tanks, brine tanks, valves, pumps, timers, aerators, chemical tank sterilization, etcetera.
  - Timing Schedule - weekly, monthly, quarterly, annual maintenance items.

2. Water Quality:

- Type:
  - Description of minimum regulations, on-site inspections, lab monitoring results, treatment, reports created and the method of distribution.
  - Timing Schedule –weekly, monthly, quarterly, annual monitoring items.
- Chemical Levels:
  - Chemical name and quantity, chlorine, potassium etc.
  - Timing Schedule – weekly, monthly, quarterly, annual items.

3. Additional information regarding existing systems.

4. Service Call.

- Definition
- Rates
  - Hourly labor rate – Repairs only (non-emergency)
  - Hourly labor rate – Repairs only (emergency)

5. Emergency situations that may require repairs.

- Examples of previous situations and solution you provided.

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

4.1.3 Sub-contractor. If the Proposer intends to use sub-contractors to perform any work pursuant to the RFP, the sub-contractors are subject to prior approval by the Town. Proposer shall be fully responsible to the Town for all acts and omissions of any sub-contractors, suppliers, other persons

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and organizations performing or furnishing any of the Work under the Contract to the same extent in which Proposer is responsible for Proposer's own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between Town and any such sub-contractor, supplier or other person or organization, nor shall it create any obligation on the part of the Town to pay or see to payment of any monies due any such sub-contractor, supplier or other person or organization.

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

4.1.5 Chemicals. All work involving the use of chemicals shall be in compliance with all federal, state and local laws.

**SECTION 5  
DEFINITIONS**

ADDENDA. Written or graphic instruments which clarify, correct or revise the proposal documents or the Contract Documents for Request for Proposal 20-014.

PROPOSAL. The offer or proposal to perform all services required in Request for Proposal 20-014.

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

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

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

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

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

CONTRACTOR. The person or entity with whom Town has entered into the Contract with for performance of the Work, as described in RFP 20-014.

DAY. Shall mean calendar day, unless otherwise specified.

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

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

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

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

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

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

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

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

**ATTACHMENT 1**  
**SELECTION CRITERIA/SCORING**

***Knowledge of regulations (20 Points)***

- Knowledge of local, county and EPA regulations and clearly specified and cited in the plan.
- Regulations are clearly specified and cited in the plan.

***Performance in accordance with regulations (20 Points)***

- Frequency and approach used in implementing the plan.
- Compliance with regulation requirements.

***Client References (10 Points)***

- Feedback from current and past clients of individual/firm.
- References should be current and have a knowledge of relevant experience.

***Reports provided (10 Points)***

- Inspection reports;
- Lab reports;
- All reports comply with regulation requirements.
- All reports are uploaded to the County website.
- Sample reports provided.

***Overall plan and demonstration of understanding the Town's needs (10 Points)***

- Proposed plan is specific to the Town;
- Proposed plan provides for measurable deliverables to maintain & monitor the 4 NTSW

***PRICE - PROVIDED SEPERATELY (30 Points)***

- Detailed clearly defined costs as per Appendix A.:

**PROPOSER INFORMATION**  
**[Please print clearly]**

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

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

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

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

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

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

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

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

BIDDER'S SIGNATURE: \_\_\_\_\_

BIDDER'S NAME: \_\_\_\_\_

BIDDER'S ADDRESS: \_\_\_\_\_

BIDDER'S PHONE NUMBER: Office: \_\_\_\_\_ Cell: \_\_\_\_\_

BIDDER'S EMAIL ADDRESS: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name of Corporation/Entity

\_\_\_\_\_  
Address of Corporation/Entity

\_\_\_\_\_  
Signature of President or Authorized Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_ (If the Bidder is a Corporation, affix corporate seal)

**PROPOSAL RESPONSE FORM**

**TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS) EQUIPMENT  
MAINTENANCE & WATER MONITORING AND TREATMENT (RFP No. 20-014)**

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

Type or print proposer's contact information below:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/ZIP: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_

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

(Corp. Seal)

OR:

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

STATE OF \_\_\_\_\_

\_\_\_\_\_  
(Signature of Notary)

COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
(Notary's Printed Name)

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



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**APPENDIX A**  
**PROPOSAL SCHEDULE**

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

<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
<b><u>PWSID: 4064402 TOWN OF SW RANCHES/TOWN HALL</u></b>					
Equipment					
*					
*					
*					
*					
Water Quality					
*					
*					
*					
*					
Chemicals					
*					
*					
*					
*					
<b>SUBTOTAL (A) CARRY FORWARD</b>					

**Additional Information:**

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**TOWN OF SOUTHWEST RANCHES**

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<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
<b><u>PWSID: 4064413 TOWN OF SW RANCHES ROLLING OAK BARN</u></b>					
Equipment					
*					
*					
*					
*					
Water Quality					
*					
*					
*					
*					
Chemicals					
*					
*					
*					
*					
<b>SUBTOTAL (B) CARRY FORWARD</b>					

**Additional Information:**

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<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
<b><u>PWSID: 406441 TOWN OF SW RANCHES COUNTRY ESTATES PARK</u></b>					
Equipment					
*					
*					
*					
*					
Water Quality					
*					
*					
*					
*					
Chemicals					
*					
*					
*					
*					
<b>SUBTOTAL (C) CARRY FORWARD</b>					

**Additional Information:**

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<u>Description</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Quarterly</u>	<u>Annual</u>	<u>TOTAL PRICE</u>
<b><u>PWSID: VOLUNTEER FIRE DEPARTMENT 17270 GRIFFIN ROAD</u></b>					
Equipment					
*					
*					
*					
*					
Water Quality					
*					
*					
*					
*					
Chemicals					
*					
*					
*					
*					
<b>SUBTOTAL (D) CARRY FORWARD</b>					

**Additional Information:**

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**TOTAL BASE PROPOSAL (A+B+C+D)     \$ \_\_\_\_\_**

**Proposer \_\_\_\_\_**

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

**APPENDIX B  
DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT**

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

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

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

1. Affiant appears herein as:

an individual or

the \_\_\_\_\_ of \_\_\_\_\_.

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

2. Affiant’s address is:

\_\_\_\_\_

3. Attached hereto as Exhibit “A” is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant’s corporation, partnership, or other principal. Disclosure does not apply to profit corporations, government agencies, or to an individual’s or entity’s interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

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

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

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

*AFFIANT FURTHER SAYETH NAUGHT.*

\_\_\_\_\_  
\_\_\_\_\_, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, [ ] who is personally known to me or [ ] who has produced \_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Print Notary Name)  
State of \_\_\_\_\_ at Large  
My Commission Expires:\_\_\_\_\_



**APPENDIX C**  
**DRUG FREE WORKPLACE**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**[Signatures on next page]**

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

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

Or Produced Identification \_\_\_\_\_  
(Type of Identification)

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

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

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

**APPENDIX E**  
**NON-COLLUSION AFFIDAVIT**

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

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

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

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

**[Signatures on next page]**

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

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

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

Or Produced Identification \_\_\_\_\_  
(Type of Identification)

Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
Notary Signature

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

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











**TOWN OF SOUTHWEST RANCHES**  
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**APPENDIX K**  
**GOVERNMENTAL CONTACT INFORMATION**

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

NAME OF AGENCY	OF	ADDRESS	PHONE NUMBER	CONTACT PERSON

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

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

TO THE TOWN OF SOUTHWEST RANCHES:

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

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
CONTRACTOR

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

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

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

**APPENDIX M**  
**PROPOSER CONFIRMATION OF QUALIFICATIONS**

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

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

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

Proposer: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

Proposer's Address: \_\_\_\_\_  
\_\_\_\_\_

Proposer's Phone Number: \_\_\_\_\_

Proposer's Email: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**[Signatures on next page]**

**TOWN OF SOUTHWEST RANCHES**

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RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

State of Florida

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

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

WITNESS my hand and official seal.

NOTARY Public Records of \_\_\_\_\_ County, Florida

\_\_\_\_\_  
Notary Signature

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

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

**APPENDIX N**  
**PROPOSER EXPERIENCE QUESTIONNAIRE**

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

List comparable contract experience and client references:

Project Name: \_\_\_\_\_

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

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

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

Project Name: \_\_\_\_\_

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

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

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

**TOWN OF SOUTHWEST RANCHES**

Request for Proposals

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Project Name: \_\_\_\_\_

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

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

Client Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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





**APPENDIX P**  
**ACKNOWLEDGEMENT OF ADDENDA**

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

Addendum No.1 \_\_\_\_\_

Addendum No.2 \_\_\_\_\_

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

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

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

**APPENDIX Q**  
**LIABILITY CLAIMS**

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

1. Name and Location of project: \_\_\_\_\_  
\_\_\_\_\_
  
2. Contact information for Project Owner:
  - a. Name: \_\_\_\_\_
  - b. Address: \_\_\_\_\_
  - c. Phone: \_\_\_\_\_
  - d. Email: \_\_\_\_\_
  
3. Nature of Claim: \_\_\_\_\_  
\_\_\_\_\_
  
4. Date of Claim: \_\_\_\_\_
  
5. Resolution Date of Claim and how resolved: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
6. If applicable:
  - a. Court Case Number: \_\_\_\_\_
  - b. County: \_\_\_\_\_
  - c. State: \_\_\_\_\_

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

TOWN OF SOUTHWEST RANCHES  
Request for Proposals  
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**APPENDIX R**

**INSERT W – 9**  
**Must be CURRENT, signed, dated and legible W-9**

**TOWN OF SOUTHWEST RANCHES**  
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**APPENDIX S**

**INSERT PROOF OF INSURANCE**

**\* APPENDIX T**  
**STATEMENT OF NO RESPONSE**

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

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

REASONS

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

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

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

Desire to receive future Town solicitations?     Yes     No

COMPANY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: (\_\_\_\_\_) \_\_\_\_\_      DATE: \_\_\_\_\_



**TOWN OF SOUTHWEST RANCHES**

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

Date of Incorporation: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

President's name: \_\_\_\_\_

Vice President's name: \_\_\_\_\_

Secretary's name: \_\_\_\_\_

Treasurer's name: \_\_\_\_\_

g. Name and address of Resident Agent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. If Offeror is an individual or a partnership, answer the following:

a. Date of organization: \_\_\_\_\_

b. Name, address and ownership units of all partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. State whether general or limited partnership: \_\_\_\_\_

4. If Offeror is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If Offeror is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

\_\_\_\_\_

a. Under what other former names has your organization operated?

\_\_\_\_\_  
\_\_\_\_\_

TOWN OF SOUTHWEST RANCHES

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RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

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

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

---

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

---

(name) (address) (phone number)

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(name) (address) (phone number)

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(name) (address) (phone number)

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

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

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**TOWN OF SOUTHWEST RANCHES**

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

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TOWN OF SOUTHWEST RANCHES

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

\_\_\_\_\_  
Signature

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

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

**TOWN OF SOUTHWEST RANCHES**

Request for Proposals

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**APPENDIX V**

**OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS (2 CFR 200 COMPLIANCE)**

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

**A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL**

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

**B. FEDERAL CLEAN AIR AND WATER ACTS**

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

**C. CONTRACT WORK HOURS AND SAFETY STANDARDS**

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

**D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT**

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**TOWN OF SOUTHWEST RANCHES**

Request for Proposals

RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

**E. BUY AMERICAN ACT**

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

**F. SUSPENSION AND DEBARMENT**

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

**G. ANTI-LOBBYING**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

**H. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

**I. NONDISCRIMINATION**

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of

**TOWN OF SOUTHWEST RANCHES**

Request for Proposals

RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

**J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)**

The Contractor shall comply with OSHA as applicable to this Agreement.

**K. ENVIRONMENTAL PROTECTION AGENCY (EPA)**

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

**L. CONFLICTS OF INTEREST**

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

**M. FLORIDA BUILDING CODE (FBC)**

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

**N. VIOLATIONS OF LAW**

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

**O. VERIFICATION OF EMPLOYMENT STATUS**

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

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

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

**TOWN OF SOUTHWEST RANCHES**

Request for Proposals

RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

**Q. PROCUREMENT OF RECOVERED MATERIALS**

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

**R. DAVIS-BACON ACT REQUIREMENTS**

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), as applicable to this Agreement.

**APPENDIX W  
PROPOSAL BOND**

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

BID BOND

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

) ss:

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

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

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

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

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

**RFP No.: 20-014:  
TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS) EQUIPMENT  
MAINTENANCE & WATER MONITORING AND TREATMENT**

NOW, THEREFORE,

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

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

**TOWN OF SOUTHWEST RANCHES**  
Request for Proposals  
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

**[Signatures on next page]**

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

IN PRESENCE OF: \_\_\_\_\_

(Individual or Partnership Principal)

(SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Phone)

SURETY: \_\_\_\_\_

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City/State/Zip)

\_\_\_\_\_  
(Business Phone)

**IMPORTANT**

Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

Countersigned by Florida Agent: \_\_\_\_\_

Name: \_\_\_\_\_

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



**APPENDIX X**  
**ANTI-LOBBYING CERTIFICATION FORM**

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

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

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

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

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

Organization: \_\_\_\_\_

Street address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Certified By: \_\_\_\_\_  
(type or print)

Title: \_\_\_\_\_

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

**APPENDIX Z**  
**ELECTRONIC MEDIA FORMAT**

Proposer shall submit electronic copies with the filenames below, which must be received by DemandStar no later than **Wednesday, August 26, 2020, at 11:00 a.m. local time.**

Complete Bid Plan (See 4.1.1) [ excluding Price Proposal APPENDIX A]:

File Name: RFP 20-014 VENDOR NAME - BID PLAN excl PRICE

Reference Pages:

File Name: RFP 20-014 VENDOR NAME - REFERENCES

APPENDIX Individual Pages:

File Name: RFP 20-014 VENDOR NAME - APPENDIX (letter)

Price Proposal:

File Name: RFP 20-014 VENDOR NAME - PRICE - APPENDIX A

**TOWN OF SOUTHWEST RANCHES**  
Request for Proposals  
RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

**EXHIBIT “A”**



AGREEMENT  
BETWEEN THE  
TOWN OF SOUTHWEST RANCHES  
AND

---

**RFP NO.: 20-014**  
**TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS) EQUIPMENT**  
**MAINTENANCE & WATER MONITORING AND TREATMENT**

**AGREEMENT FOR**

**“RFP No.: 20-014 TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS)  
EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT**

THIS IS AN AGREEMENT (the “Contract”) made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as the “Town”), and \_\_\_\_\_ (hereinafter referred to as “Contractor”).

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

**WHEREAS**, the Town advertised an Request For Proposals, RFP No. 20-014 on \_\_\_\_\_, 20\_\_\_\_ (“RFP”); and

**WHEREAS**, \_\_ Proposals were received by the Town on \_\_\_\_\_, 20\_\_\_\_; and

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

**WHEREAS**, Contractor’s Proposal is attached to this Contract as Exhibit “A-1” and made a part hereof.

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

**Section 1: Scope of Services**

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

TOWN OF SOUTHWEST RANCHES

Request for Proposals

RFP 20-014 - NTWS EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT

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

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

**“RFP No.: 20-014 TRANSIENT NON-COMMUNITY WATER SYSTEM (NTWS) EQUIPMENT MAINTENANCE & WATER MONITORING AND TREATMENT**

2.2 The Town shall have the ability to terminate this Contract as provided in “Section 18: Termination.”

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

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

3.1 Contractor shall render all Work to the Town under the Contract for a total, not to exceed, \$ \_\_\_\_\_ Dollars (“Contract Price”).

3.2 The Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the performance of the Work. In the event, the cost of the Work exceeds the amounts defined in Section 3.1, Contractor shall pay such excess from its own funds and the Town shall not be liable for any excess. The only exception shall be adjustments to the Contract Price pursuant to written Change Orders, duly executed by the Town and Contractor in accordance with the terms and conditions of this Contract, and with the same formality and dignity afforded the original Contract.

3.3 The Town and Contractor agree that payment will be subject to (a) the delivery of an invoice by Contractor to the Town once every thirty (30) days, and (b) confirmation by the Town, that the Work included in the invoice has been performed in accordance with this Contract. Invoices delivered by Contractor to the Town in excess of the sixty (60) day requirement, shall be subject to a ten percent (10%) late fee by the Town. Invoices delivered by the Contractor to the Town in excess of one hundred & eighty (180) days from the date of service are consider to be null and void and the Town will not be held liable for such invoices. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.

3.4 Each invoice must be accompanied by all supporting documentation and other information reasonably requested by the Town. Nothing herein shall be construed as a waiver of sovereign immunity or authority for imposition of liens against public property. Subject to other requirements of the Contract Documents, retainage shall be released after final completion of the Work and the Town’s receipt of acceptable reports and other documentation, including certification of payment to subcontractors, if any, as well as satisfaction of the conditions included in Section 3.5 of this Contract.

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- 3.5 A final payment invoice must be accompanied by written notice from Contractor that the Work is complete. Contractor's obligation to perform and complete the Work in strict accordance with the Contract Documents shall be absolute. The Town may refuse payment if (a) the Work is defective or damaged requiring correction, (b) it becomes necessary for the Town to correct defective Work, or (c) liens, claims, or other items have been asserted against the Town in connection with Contractor's performance of the Work entitling the Town to a set-off the amount due. No payment will be made for Work performed by Contractor to replace defective work, for work which is not shown or ordered in the Contract Documents, or additional work performed by Contractor without prior written approval of the Town.

**Section 4: Assignment**

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

**Section 5: Insurance**

- 5.1 Throughout the term of this Contract and during applicable statute of limitation periods, Contractor shall maintain, in full force and effect, all of insurance coverages required within the Contract and RFP.
- 5.2 All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a rating of "A-" or better in accordance with A.M. Best's Key Rating Guide.
- 5.3 All Insurance Policies shall name and endorse the following as an additional named insured:
- Town of Southwest Ranches  
13400 Griffin Road  
Southwest Ranches, FL 33330-2628
- 5.4 All Insurance Policies shall be endorsed to provide that (a) Contractor's insurance is primary to any other insurance available to the Town or any other additional insured with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured, against whom claims are made or suit is brought, and (c) that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance by Contractor shall not be acceptable for providing the required insurance coverages of this Contract.
- 5.5 If Contractor fails to submit the required insurance certificate, in the manner prescribed within the executed Contract, at the time of execution of this Contract, Contractor shall be deemed in default, and the Contract shall be cancelled or rescinded without liability of the Town.
- 5.6 Contractor shall carry the following minimum types of insurance:

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- A. **WORKER’S COMPENSATION:** Worker’s Compensation Insurance is to apply to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. Contractor shall carry Worker’s Compensation Insurance with the statutory limits, which shall include employer’s liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
  
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
  
- C. **COMMERCIAL GENERAL LIABILITY:** Contractor shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.

5.7 Contractor shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.

5.8 Contractor’s Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days’ prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

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

And

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

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



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

**Section 6: Copyrights and Patent Rights**

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

**Section 7: Laws and Regulations**

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

**Section 8: Taxes and Costs**

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

**Section 9: Indemnification**

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

**Section 10: Non-discrimination**

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

**Section 11: Sovereign Immunity**

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

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**Section 12: Prevailing Party Attorneys' Fees**

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

**Section 13: No Third Party Beneficiaries**

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

**Section 14: Funding**

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

**Section 15: Manner of Performance**

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

**Section 16: Public Records**

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

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

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

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

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

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

**Section 17: Termination**

The Contract may be terminated upon the following events:

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

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additional expenses. Contractor acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the Town's right to terminate this Contract for convenience.

- C. **Termination for Cause.** In the event of a material breach by Contractor, the Town shall provide Contractor written notice of its material breach. Contractor shall thereafter have fourteen (14) days from the date of its receipt of such notification to cure such material breach. If Contractor does not cure the material breach within that time period, the Town may terminate this Contract immediately. Material breaches shall include, but are not limited to, Contractor's violations of governing standards, failure to carry out the work in strict accordance with the Contract Documents, failure to supply sufficient work forces, violations of State or Federal laws, violation of the Town's policies and procedures, or violation of any of the terms and conditions of this Contract. In the event that the Town elects to terminate Contractor for cause, as provided for in this Section, and the Town's termination for cause is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- D. **Termination for Lack of Funds.** In the event the funds to finance the Work under this Contract become unavailable, the Town may provide Contractor with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new contract in this scenario. In the event that the Town elects to terminate Contractor for lack of funds as provided for in this Section, and the Town's termination for lack of funds is later determined by a court of competent jurisdiction to be improper, or in any other way wrongful or in breach of this Contract, the termination will be automatically deemed converted to one for Convenience, and Contractor shall solely be paid and Contractor's damages are solely limited to the compensation Contractor would be entitled to pursuant to subparagraph (B) of this Section.
- E. **Immediate Termination by the Town.** In addition to any other grounds stated herein, the Town, in its sole discretion, may terminate this Contract immediately upon the occurrence of any of the following events:
1. Contractor's violation of the Public Records Act;
  2. Contractor's insolvency, bankruptcy or receivership;
  3. Contractor's violation or non-compliance with Section 11 of this Contract;
  4. Contractor's failure to maintain any Insurance required by Section 6 of this Contract; or
  5. Contractor's violation of Section 18 of this Contract.

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

**Section 18: Public Entity Crimes Information Statement**

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

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

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

**Section 20: Change Orders and Modification of Contract**

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

**Section 21: No Waiver of Rights**

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

**Section 22: Jurisdiction and Venue**

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

**Section 23: WAIVER OF RIGHT TO JURY TRIAL**

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

**Section 24: Gender**

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

**Section 25: Time is of the Essence**

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

**Section 26: Days**

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

**Section 27: Written Mutual Agreement**

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

**Section 28: No Amendment or Waiver**

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

**Section 29: Severability**

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

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

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Contractor’s fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct MONITORING or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator’s decision shall be reduced to writing, and a copy furnished to Contractor within a reasonable time following submission to the

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Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

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

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

**Section 31: Notice**

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

If to the Town:

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

With a copy to:

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

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

- C. Independent Contractor.** Contractor is an independent contractor of the Town under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Contractor. This Contract shall not constitute or make the Town and Contractor a partnership or joint venture.



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**D. Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract. Contractor agrees that none of its officers or employees shall, during the term of this Contract, serve as an expert witness against the Town in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the Town in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude Contractor or any other persons from representing themselves in any action or in any administrative or legal proceeding.

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

**E. 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 Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

**G. Joint Preparation.** The Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**H. Drug-Free Workplace.** Contractor shall maintain a drug-free workplace.

**I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.

TOWN OF SOUTHWEST RANCHES

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J. **Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.

K. **Truth-in-Negotiation Certificate.** Signature of this Contract by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

IN WITNESS WHEREOF, the parties have made and executed this Contract on the respective dates under each signature: \_\_\_\_\_ and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

TOWN OF SOUTHWEST RANCHES

By: \_\_\_\_\_

Doug McKay, Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

Andrew D. Berns,  
Town Administrator

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

\_\_\_\_\_  
Keith M. Poliakoff, Town Attorney