



**AGREEMENT WITH SHENANDOAH
GENERAL CONSTRUCTION CO.**

THIS AGREEMENT ("Agreement"), dated the _____ day of _____, 2020, by and between:

CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** hereinafter referred to as "CITY",

and

SHENANDOAH GENERAL CONSTRUCTION COMPANY, a Foreign Limited Liability Company as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **1888 NW 22nd Street, Pompano Beach FL 33069** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, CITY desires to engage CONTRACTOR to provide storm drain cleaning, repairs, and maintenance;

WHEREAS, Broward College, entered into a contract for Request for Proposal ("RFP") 2018-167-EH, titled "Storm Drain Cleaning, Repairs and Maintenance" with CONTRACTOR for a period of three (3) years period beginning on November 27, 2018 and ending November 26, 2021;

WHEREAS, pursuant to CITY's Code of Ordinances §35.18(C)(5), CITY desires to retain CONTRACTOR utilizing the terms and pricing offered in Broward College RFP 2018-167-EH, attached hereto and made a part hereof as **Exhibit "A"**;

WHEREAS, pursuant to CITY Code of Ordinances §35.18(C)(5), CITY has evaluated Broward College RFP 2018-167-EH, and determined such terms and conditions may be utilized by CITY to obtain the materials and services required herein and CONTRACTOR agrees to allow CITY to purchase therefrom utilizing such terms;

WHEREAS, the Parties wish to incorporate and supplement the terms and conditions of Broward College RFP 2018-167-EH, with the terms and conditions agreed to by the Parties herein; and,



WHEREAS, at its meeting of _____, 2020 the CITY Commission approved and authorized the proper CITY officials to execute this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

1.1 The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform storm drain cleaning, repairs, and maintenance, as more particularly described in, and in accordance with **Exhibit "A"**, attached hereto and made a part hereof as, and Proposal #P18983 attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, all exhibits, and subsequent amendments or addenda hereto.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor available to enforce these policies and procedures at the CONTRACTOR's expense.

2.4 CONTRACTOR shall provide CITY with seventy-two (72) hours written notice prior to the beginning of work under this Agreement and prior to any schedule change with the exception of changes caused by inclement weather.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement.



If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.8 **Return of Keys.** Upon completion of services rendered or termination of this agreement, CONTRACTOR must promptly return to CITY all CITY keys and/or access cards. By agreeing herein, CONTRACTOR understands that any loss or failure to return a CITY key shall subject CONTRACTOR to the costs associated with key replacement and/or re-keying. For keys unlocking several doors, replacement and re-keying costs can be substantial. In case of failure to return a key and failure to pay for key replacement and/or lock re-keying, CONTRACTOR understands that CITY shall enforce by all legal means its right to repayment for all costs incident to key replacement and/or lock re-keying.

2.9 As set forth in **Exhibit "A"**, incorporated herein, due to environmental and liability concerns, no subcontracting shall be allowed.

ARTICLE 3

TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The work to be performed under this Agreement shall be commenced after CITY execution of the Agreement and not later than ten (10) days after the date that CONTRACTOR receives CITY's Notice to Proceed.

3.2 The work shall be completed within **thirty (30)** calendar days from issuance of CITY's Notice to Proceed, subject to any permitted extensions of time pursuant to this Agreement and any amendments and/or addenda thereto. For the purposes of this Agreement, the term "completion" shall mean the satisfactory completion and final inspection of the Property by the CITY.

3.3 During the pre-construction portion of the work hereunder, the Parties agree to work diligently and in good faith in performing their obligations hereunder, so that all required permits for the construction portion of the work may be obtained. In the event that any delays in the pre-construction or construction portion of the work occur, despite the diligent efforts of the Parties hereto, and such delays are the result of force majeure or are otherwise outside of the control of either party hereto, then the Parties shall agree on an equitable extension of the time for substantial completion hereunder and any resulting increase in general condition costs.

3.4 In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.



ARTICLE 4

COMPENSATION AND METHOD OF PAYMENT

4.1 CITY agrees to compensate CONTRACTOR for all services performed under this Agreement by CONTRACTOR upon issuance of final inspection approval / monthly for work that has been completed, inspected and properly invoiced. The total compensation for all services shall **NOT EXCEED THIRTY THREE THOUSAND ONE HUNDRED AND EIGHTY DOLLARS (\$33,180.00).**

4.1.1 This contingency or allowance authorizes the CITY to execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. **It is hereby understood and agreed that the CONTRACTOR shall not expend any dollars in connection with the owner's contingency or allowance without the expressed prior written approval of the CITY's authorized representative.** Any owner's contingency funds or allowance that have not been utilized at the end of the project will remain with the CITY, the CONTRACTOR shall only be paid for the proposed project cost as approved by the City Commission along with any owner contingency expenses or allowances that were approved by the CITY's authorized representative.

4.1.2 The total compensation amount may not be exceeded without a written amendment to this Agreement. A retainage of five percent (5%) will be deducted from monthly payments until the project is complete. Retainage monies will be released upon satisfactory completion and final inspection of the work. Invoices must bear the project name, project number, bid number and purchase order number. CITY has up to thirty (30) days to review, approve and pay all invoices after receipt. CONTRACTOR shall invoice CITY and provide a written request to CITY to commence the one (1) year warranty period. All necessary Releases and Affidavits and approval of final payments shall be processed before the warranty period begins.

4.2 **Prompt Payment Act.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 **Method of Billing and Payment.** The CITY shall within thirty (30) days, from the date the CITY's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director or his or her assignees. Payment will be made to CONTRACTOR at:

**ATTN:
Shenandoah General Construction Co.
1888 NW 22nd Street,
Pompano Beach FL 33069**



ARTICLE 5

WAIVER OF LIENS

Prior to final payment of the amount due under the terms of this Agreement, a final waiver of lien shall be submitted by the CONTRACTOR as well as all suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.

ARTICLE 6

WARRANTY

CONTRACTOR warrants the work against defect for a period of one (1) year from the date of completion of work. In the event that defect occurs during this time, CONTRACTOR shall perform such steps as required to remedy the defects. CONTRACTOR shall be responsible for any damages caused by defect to affected area or to interior structure. The one (1) year warranty period does not begin until substantial completion of the entire project.

ARTICLE 7

CHANGES IN SCOPE OF WORK

7.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A "**, to be provided under this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

7.2 CONTRACTOR shall continue work when seeking change order unless work has not been authorized herein, or by written amendment or change order, executed by the parties hereto, with the same formality, equality, and dignity herewith.

7.3 In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

ARTICLE 8

INDEMNIFICATION

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and



shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR's aggregate liability shall not exceed the proceeds of insurance required to be placed pursuant to this Agreement, plus the compensation received by CONTRACTOR.

8.3 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

8.4 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

8.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 9 **INSURANCE**

9.1 CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns, employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of the work or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

9.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

9.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.



9.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their insurance broker must agree to provide notice.

9.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

9.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐

9.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Designated Construction Project(s) General Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of ten (10) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

✓ ☐

9.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:



1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

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9.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

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9.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence

Yes No

☐ ☒

9.6.4 Umbrella/Excess Liability Insurance in the amount of \$_____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ ☒

9.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than ten (10) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

☒ ☐

9.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed



operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of ten (10) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ * 9.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ * 9.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

- ☐ * 9.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ * 9.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No



- ☐ * 9.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- ☐ * 9.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible. If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

9.7 REQUIRED ENDORSEMENTS

- 9.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 9.7.2 Waiver of all Rights of Subrogation against the CITY.
- 9.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
- 9.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 9.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 9.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

9.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of



such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

9.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

9.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in Article 9, herein.

ARTICLE 10

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 11

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, or Federal policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY



will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 12

TERMINATION

12.1 Termination for Convenience. This Agreement may be terminated by CITY for convenience, upon seven (7) business days of written notice by the CITY to the CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

12.2 Default by CONTRACTOR. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 13

AGREEMENT SUBJECT TO FUNDING

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 14

UNCONTROLLABLE FORCES

15.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 15



GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 16 **SIGNATORY AUTHORITY**

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 17 **DEFAULT OF CONTRACT & REMEDIES**

17.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

17.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, ONE HUNDRED AND FIFTY DOLLARS (\$150.00) per day for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

17.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

17.4 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

17.4.1 The abandonment of the project by CONTRACTOR for a period of more than seven (7) business days.



17.4.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

17.4.3 The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

17.4.4 The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

17.4.5 The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

17.5 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

17.5.1 Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to CITY.

17.5.2 CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR together with the costs incident thereto to such default.

17.5.3 In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.



17.5.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 18

DISPUTE RESOLUTION

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 19

BANKRUPTCY

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 20

MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 21

PUBLIC RECORDS

21.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

21.1.1 Keep and maintain public records required by the CITY to perform the service;

21.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a



reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

21.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

21.1.4 Upon completion of the Agreement, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

21.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 22
MISCELLANEOUS**

22.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

22.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.



22.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

22.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

22.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

22.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR: **ATTN: Daniel DiMura, Vice President
Shenandoah General Construction Co.**



1888 NW 22nd Street,
Pompano Beach FL 33069
Telephone No. (954) 975-0098
Fax No. (954) 975-9718

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

22.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

22.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

22.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

22.11 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

22.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

22.13 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

22.14 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

22.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.



22.16 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies as applicable.

22.17 **Scrutinized Companies.** CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

22.17.1 any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel; or

22.17.2 one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

23.17.2.1 is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

23.17.2.2 is engaged in business operations in Syria.

22.18 **Conflicts.** In the event of any conflict between Exhibit "A", Exhibit "B", and this Agreement, the order of priority shall be as follows: Agreement, Exhibit "B", and Exhibit "A".

SIGNATURE PAGE FOLLOWS



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

MARLENE D. GRAHAM, CITY CLERK

By: _____
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

Shenandoah General Construction Co.

Signed By: _____

Name: Daniel DiMura

Title: Vice President

EXHIBIT "A"



REQUEST FOR PROPOSALS RFP-2018-167-EH

Storm Drain Cleaning, Repairs and Maintenance

PROCUREMENT SERVICES DEPARTMENT

6400 NW 6th Way, 2nd Floor

Fort Lauderdale, Florida 33309


954-201-7455

<http://www.broward.edu/community/vendor/Pages/procurementservices.aspx>

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RFP-2018-167-EH – STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE**PROPOSAL ORGANIZATION FORMAT & SUBMITTAL CHECKLIST**

	TAB #	SECTION
		4.1 GENERAL INFORMATION and SUBMITTAL REQUIREMENTS
	1	Title Page & Table of Contents
	2	Acknowledgement of Released Addenda to RFP
	3	Letter of Transmittal
	3	W-9 Form
	3	Notice Provision
	3	Vendor Conflict of Interest
	3	SDB Non-Discrimination Profile
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		4.2 MINIMUM ELIGIBILITY CRITERIA
	5	Required Response Form - Section 1.0
	6	Licenses/Certifications and Business Structure
	7	Experience (minimum 3 years within the last five years)
		4.3 PROPOSER'S QUALIFICATIONS
	8	Executive Summary
	9	Organizational Profile
	9	Organizational Chart
	10	References (To be emailed, directly to the Broward College Procurement Contracting Officer, by the client/people who are providing the reference.)
		4.4 SCOPE of SERVICES PROVIDED & PROJECT METHODOLOGY
	11	Proposed Solution
	12	Proposed Methodology
		4.5 COST PROPOSAL
	13	Cost Proposal Form, Attachment E (submit both an excel version and a pdf of the excel)
		4.6 FINANCIAL CAPACITY
	14	Dun & Bradstreet Number for Financial Capacity
		4.7 SDB PARTICIPATION
	15	SDB Certification/Plan – Attachments C3 (Form SDB-2), C4 (Form SDB-3)

REQUEST FOR PROPOSALS (RFP) #2018-167-EH

1.0 REQUIRED RESPONSE FORM

RFP#: 2018-167-EH	RFP TITLE: Storm Drain Cleaning, Repairs and Maintenance	RELEASE DATE: 05/17/2018		
DATE DUE: 06/21/2018	TIME DUE AT OR BEFORE: 2:30:00 p.m.	ORIGINAL HARD COPY SUBMITTALS REQUIRED: 1 Original	SUBMITTAL of EXTRA HARD COPIES REQUIRED: zero (0)	CD OR FLASH DRIVE: 1 - PDF Copy of Complete Proposal

This Submittal must be submitted in a sealed package to the Business Services & Resource Management / **Procurement Services Department of Broward College, 6400 NW 6th Way, 2nd Floor, Fort Lauderdale, Florida 33309**, plainly marked with the RFP number and title. **We encourage proposers to schedule additional time for delivery of proposals due to security procedures.** Submittals received after the date and time due will not be considered.

All submittals shall include this fully executed **REQUIRED RESPONSE FORM** and must contain all information required to be included in the submittal as described herein. Proposal submittal package must include one hard copy original submittal, an electronic version of submittal on CD or USB Drive(s), and the additional number of copies stated above, if required.

PROPOSER INFORMATION

PROPOSER'S NAME: Shenandoah General Construction Company

STREET ADDRESS: 1888 NW 22 Street

CITY AND STATE: Pompano Beach, FL 33069

PROPOSER TELEPHONE: 954-975-0098 PROPOSER FAX: 954-975-9718

PROPOSER TOLL FREE: None

CONTACT PERSON: Daniel DiMura

CONTACT PERSON'S ADDRESS: Same

CONTACT TELEPHONE: Same CONTACT FAX: Same

CONTACT TOLL FREE: None

INTERNET E-MAIL ADDRESS: Margaret.Lary@shenandoahconstruction.com INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: 59-1707673

How were you informed of this solicitation? (Please provide media name(s) in blank space):

☒ Website: www.demandstart.com ☐ Newspaper: _____ ☐ Other: _____

Submittal Certification

I hereby certify that I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and/or provide all information required by this document inclusive of this request for proposals, and all attachments, exhibits and appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in this solicitation, and any released Addenda and understand that these are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

	June 20, 2018
Signature of Proposer's Authorized Principal	Date
Daniel DiMura	Vice President
Name of Proposer's Authorized Principal	Title of Proposer's Authorized Principal

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this Proposal (see Section 4.2.1).

REQUEST FOR PROPOSALS RFP-2018-167-EH
2.0 INTRODUCTION AND GENERAL INFORMATION / PURPOSE

- 2.1 **GENERAL COLLEGE INFORMATION:** Broward College (hereinafter referred to as the “College” or “BC”) provides higher education and, technical and occupational training for the residents of Broward County, its district by law, as well as a number of international students. As one of the twenty-eight community colleges in the Florida system, the College is designed to be a community-based institution that offers a comprehensive range of programs responsive to changes in the community and in technology. Within Broward County and the Greater Fort Lauderdale, FL area, we operate three main campuses, one urban center, and several satellite centers found on the follow link: <http://www.broward.edu/locations/Pages/default.aspx>. For detailed information on the College visit www.broward.edu.

As the College forges into its second half-century of service to Broward County, it does so as one of the nation’s largest institutions of its type, with a reputation for the pursuit of excellence and service to the diverse communities it serves. From the 701 students, 28 professors and the small staff who opened the college in 1960, Broward now serves more than 68,000 students annually and employs a faculty and staff of more than 2,000. For detailed information on the College visit www.broward.edu.

Enrollment & Demographic Data

Broward College has the third largest enrollment among the 28 colleges in the Florida College System. Up-to-date enrollment and campus community (to include faculty and staff) demographic profile information from 2017 can be found by accessing the following link:

<http://www.broward.edu/discover/Pages/Documents/Fast-Facts.aspxQuickViewGuide2014Web.pdf>

- 2.2 **PURPOSE OF RFP:** The purpose of this Request for Proposals (RFP) is to identify companies to provide Storm Drain Cleaning, Repairs and Maintenance as specified herein, at Broward College’s campuses, centers and facilities on an as-needed, term contract basis. The scope of requirements includes, but is not limited to, the provision of all labor, materials, equipment, services and incidentals for storm sewer cleaning, repairs and maintenance.
- 2.3 **MINIMUM QUALIFICATIONS:** In order to be considered, a Proposer must, as of the proposal return date stated in this RFP and throughout the duration of its program, meet the applicable minimum eligibility criteria stated in Section 4.0. Additionally, the Proposer must meet the following minimum qualifications:

2.3.1 Proposer must demonstrate a strong documented track record of current engagement in providing storm sewer cleaning, repairs and maintenance, for three (3) continuous years or more, within the last five (5) years.

2.4 **RFP CONTACT and SUBMITTAL OF QUESTIONS:**

CONTACT:	Eileen Hunt	EMAIL:	ehunt@broward.edu
TELEPHONE:	954-201-5317	FAX:	954-201-7330

- 2.4.1 **Question Submission:** Any questions concerning any condition or requirement of this RFP must be received via email to ehunt@broward.edu, with subject line to read “**Questions-RFP-2018-167-EH**” on or before the deadline date and time specified in Section 2.5, Tentative Calendar. Any question(s) which requires a response which amends this solicitation document in any way will be answered via addendum by the Procurement Services Department. If an addendum is posted, an email notification will automatically be sent to all planholders who downloaded the solicitation on Demandstar (www.demandstar.com). Any verbal or written information received by Proposers, which is obtained by any means other than this solicitation or by addendum, shall not be binding on the College.

- 2.4.2 **CONTACT AFTER PROPOSALS’ RELEASE - CONE OF SILENCE:** Any Proposer or a lobbyist for a Proposer is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees (the Board), the College President, any Evaluation Committee Member or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services and Resource Management,

REQUEST FOR PROPOSALS RFP-2018-167-EH

2.0 INTRODUCTION AND GENERAL INFORMATION / PURPOSE

unless notified by the Procurement Services Department. A proposal from any Firm will be disqualified when the Proposer or a lobbyist for the Proposer violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by addenda to this solicitation shall be binding on College.

2.5 **TENTATIVE CALENDAR:** The following are important pre-scheduled dates regarding this solicitation; all are subject to change.

5/17/2018	RFP Release Date
6/5/2018	Written questions due in Procurement Services. (See Section 2.4.1)
6/11/2018	Respond to questions via Addendum, if necessary
6/21/2018	Proposals due on or before 2:30:00 p.m. Proposals due at location specified in Section 1.0
TBA	PHASE 1: Evaluation Committee Shortlist Meeting Location: Cypress Creek Administrative Center 6400 N.W. 6 th Way Fort Lauderdale, FL 33309 Room: TBA Time: TBA
TBA	Phase II Evaluation Committee Meeting(s) – presentations, interviews, evaluations, <i>If Necessary</i> Per Florida State Statue Chapter 286.0113, oral presentations/interviews portion of meeting is closed. Committee discussion and recommendation portion of meeting is open to the public. Location: Cypress Creek Administrative Center 6400 N.W. 6 th Way Fort Lauderdale, FL 33309 Room: TBA Time: TBA Start time for Committee discussion and recommendation (open portion of meeting) will be posted on website below.
TBA	Contract Negotiations
TBA	Tentative Board of Trustees Meeting for Approval of Award

NOTE: Any changes to publicly held meetings will be posted at
<http://www.broward.edu/community/vendor/Pages/procurementservices.aspx>

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REQUEST FOR PROPOSALS RFP-2018-167-EH

2.0 INTRODUCTION AND GENERAL INFORMATION / PURPOSE

- 2.6 **RESERVATION OF RIGHTS:** The College reserves the right to waive informalities and to reject any, all, or part of any or all proposals. The College also reserves the right to conduct discussions with, and Best and Final Offers obtained from, responsible Proposers who submit proposals determined by the College to be reasonably susceptible of being selected for award. Further, the College reserves the right, but not limited, to:
- a. Reject any and all proposals received as a result of this RFP.
 - b. Waive or decline to waive any minor informalities and any minor irregularities in any proposal or responses received. A minor irregularity is a variation from the RFP which does not affect the financials of the proposal, or give one Proposer an advantage or benefit not enjoyed by other Proposers, or substantively change the requirements and/or specifications of this RFP, or adversely impact the interest of the College. Waivers, when granted, shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.
 - c. Determine equipment or other equivalency to the College's specifications in evaluating proposal responses.
 - d. Adopt all or any part of the Proposer's proposal.
 - e. Award contracts to multiple Proposers.
 - f. Withhold the award of contract.
 - g. Select the Proposer it deems to be most qualified to fulfill the needs of the College. The Proposer with the lowest-cost proposal may not necessarily be the one most qualified, since a number of factors other than their offer are important in the determination of the most acceptable proposal.
- 2.7 **COLLEGE'S RIGHT TO REJECT:**
- 2.7.1 The College reserves the right to reject any and all proposals and re-advertise at any time prior to Board approval of the recommended proposer(s) and/or the negotiated agreement(s) and/or not award the contract in the best interests of the College. All costs incurred in the preparation of the Proposal and participation in this RFP process shall be borne by the proposers. Proposals submitted in response to this RFP shall become the property of the College and considered public documents under applicable Florida law.
- 2.7.2 The College reserves the right to accept or reject any and all submittals, reject a submittal which is in any way incomplete, irregular or otherwise non-responsive, or to waive any technicalities or formalities in the RFP requirements when and if it is in the best interests of the College.
- 2.7.3 A submittal shall be rejected for failure to comply with the following requirements:
- The proposer is not registered and licensed in the State of Florida to provide the proposed services.
 - The submittal is not received by the College by the specified deadline.
 - The proposer has been determined to be Non-Responsible.
- 2.8 **STATEMENT PER FLORIDA STATUTE 1010.04:** In accordance with Florida section 1010.04, in the event that this solicitation is for non-academic commodities and/or contractual services (including leasing), the College has conducted the required review of purchasing agreements and state term contract available under Florida Statute section 287.056.

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REQUEST FOR PROPOSALS RFP-2018-167-EH

3.0 SPECIAL CONDITIONS

- 3.1 **PROPOSERS' CONFERENCE:** A proposers' Conference will not be held for this solicitation.
- 3.2 **CONTRACT TERM:** The purpose of this RFP is to establish a contract commencing on the date of the last executed signature and continuing for a period of three (3) years, or as agreed to in resulting contract.
- 3.2.1 **Contract Renewal(s):** The term of the contract may, by mutual agreement between Broward College and the awardee, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 90 days beyond the expiration date of the final renewal period.
- Procurement Services Department will, if considering renewal, request a letter of intent to renew from each awardee. The awardee will be notified when the recommendation has been acted upon by the College. All prices submitted shall be Firm for the term of the contract unless agreed to otherwise in writing.
- 3.3 **AWARD OF CONTRACT:** The College will use the evaluation criteria stated in Section 5.0, Evaluation, to establish ranking. The College will recommend award, to the top-ranked Proposer(s) with whom a successful contract can be negotiated. In the best interests of Broward College, the College reserves the right to make award to a single Proposer, to more than one Proposer, and/or to include an award that designates one or more alternates or awarded vendors, in any combination, regardless of Firm(s) ability to provide 100% of the goods and/or services required in this RFP. Recommended awardee(s) must be approved by the Board of Trustees before award is final.
- 3.3.1 **Additional Products and/or Services May Be Added or Deleted:** Although this solicitation identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this contract at the option of the College after the contract has been awarded. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service, from all awarded Proposer(s) under this contract. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.
- 3.3.2 If deemed in the College's best interest, the College reserves the right to enter into a separate contract with a proposed subcontractor(s) for Optional and/or Value Added Service(s) as may be required. In this case, the College may sign more than one contract for these services.
- 3.4 **QUANTITIES:** The quantities listed on the Cost Proposal Form are estimated quantities to be ordered throughout the contract period for each item and are not a guaranteed. Actual quantities ordered throughout the contract period may be greater or lesser than the bid/proposal estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time. The College reserves the right to increase or decrease the total quantities.
- 3.5 **PRICING:** All prices submitted under this RFP shall be quoted F.O.B. destination, include delivery to any College site and shall be firm for the initial three (3) years of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to the College during the course of the contract. If any additional charges are necessary, please list them as indicated on the Cost Proposal Form sheet.
- 3.6 **PRICE ADJUSTMENTS:** Prices offered shall remain firm for the initial three (3) years of the contract. No cost increases shall be accepted in the initial contract term. Please consider this when providing pricing for this Request for Proposals. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted only at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration. Prices offered shall remain firm through each contract expiration date. A request for price adjustment may be submitted only at the time of invitation to renew contract.

Requests for price adjustments shall not exceed the percentage of change in the All Urban Consumer Price Index (CPI_U) for *(see below), from the date of award, or shall not exceed 5%, whichever is less. The CPI index will not be seasonally adjusted.

In the event that the overall CPI index, at the time of invitation to renew, is lower than the overall CPI at the time of bid/RFP award or last renewal, the College reserves the right to request a reduction in contract prices equal to the percentage of change.

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The College reserves the right to reject any price adjustments, and to consult the U.S. Department of Labor Bureau of Labor Statistics indices or any commercial or commodity-based index for related services or its component parts as a basis for reviewing price adjustments.

A. All Urban Consumer Price (CPI-U).

B. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), not seasonally adjusted U.S. City Average by expenditure category and commodity and service group for transportation (motor fuel).

C. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Selected Local Areas, all items, Miami-Fort Lauderdale, FL.

The College reserves the right to not renew any contract regardless of price considerations and to cancel any renewal of any contract.

Information on the CPI may be obtained from the Bureau of Labor Statistics at <http://www.bls.gov> or by contacting the Bureau directly.

- 3.7 **EQUITABLE ADJUSTMENT**: The College may, in its sole and absolute discretion, after receipt of a written request therefore by the Contractor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks and liability between the College and the Contractor and the financial, technical, construction, commercial and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.
- 3.8 **EXTENSION OF PRICING TO COLLEGE APPROVED CONSTRUCTION MANAGERS**: Should the need arise to provide product as specified in this solicitation as a result of new construction or remodeling projects at the College, the awardee shall extend College pricing to the vendor of record for the project.
- 3.9 **SUBCONTRACTING**: Due to environmental and liability concerns, no subcontracting will be allowed.
- 3.10 **PROBATION PERIOD**: The first three months of the contract will be considered probationary. The probationary period may be extended for additional three month periods if the College deems necessary. The College representative will notify the Provider if any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions. In addition, the College reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.
- 3.11 **JOINT VENTURES**: In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Proposer. If offering a joint proposal, Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at College meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. The College shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP. Multi-vendor solutions (joint ventures) will be allowed only if one of the venture partners is designated as the "Prime Proposer ("Prime Vendor)". The Prime Vendor must be the joint venture's contact point for Broward College and be responsible for the joint venture's performance under the definitive contract, including all project management, legal and financial responsibility for the implementation of all vendors' systems. The Prime Vendor's name must be clearly stated in Section 1.0, Required Response Form.

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3.0 SPECIAL CONDITIONS

- 3.12 **CONTRACT ADMINISTRATION**: The responsibility and authority for the administration of this contract shall be assigned to the District Director of Maintenance, Facilities Dept., as the Contract Administrator, hereinafter referred to in this proposal as Contract Administrator. The successful Proposer will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements; the successful Proposer agrees that it will assign a replacement immediately.

- 3.13 **OPTION TO EXTEND TO OTHER GOVERNMENTAL ENTITIES**: Included as part of this formal solicitation, any vendor responding to this solicitation has the option to extend its offer to other government entities under the same terms and conditions and contract price(s) if agreeable by the awarded vendor and the government agency. Other government agencies to include, but are not limited to the State of Florida, its agencies, political subdivisions, counties, cities, state colleges and universities, school board and special districts. All government agencies allowed by the vendor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted by such agency. No using agency receives any liability by virtue of this solicitation and subsequent contract award.

- 3.14 **INSURANCE REQUIREMENTS**: Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with Section 2.4 – RFP Contact and Submittal of Questions.

Proof of the following insurance will be furnished by any awardee to the College by a Certificate of Insurance within 10 days of notification by the College.

A. **COMMERCIAL GENERAL LIABILITY**

Bodily Injury and Property Damage

3.0 SPECIAL CONDITIONS

\$1,000,000 combined single limit per occurrence

\$3,000,000 General Aggregate

\$1,000,000 products/completed operations aggregate

Personal and Advertising Injury

\$1,000,000 per occurrence

Policy must contain contractual liability coverage.

B. **COMMERCIAL AUTOMOBILE LIABILITY** (if commercial autos will be used)

Including Owned, Non-owned and hired vehicles

Bodily Injury and Property Damage

\$1,000,000 combined single limit per occurrence

C. **WORKERS COMPENSATION**

Florida Statutory Limits - Employer's Liability

***If claiming exemption from this coverage vendor must provide evidence of exemption from the State of Florida.
Info found at <http://www.myfloridacfo.com/Division/WC/>***

D. **PROFESSIONAL LIABILITY** (if services require a professional license)

\$1,000,000 per claim

\$1,000,000 aggregate

E. **CYBER LIABILITY**

If vendor will have access to the college networks, systems, access to student or employee data, or at the discretion of Broward College's Office of Risk Management, liability policies shall include this coverage with limits no less than \$1,000,000.

F. "The District Board of Trustees of Broward College, Florida" **shall be named as an additional insured with reference to this RFP.**

Insurance Certificate must reference RFP # of this solicitation and must list the College as Additional Insured, as follows: "The College is additional insured with respect to General Liability (and Excess Liability if issued) in regards to the terms, conditions,

REQUEST FOR PROPOSALS RFP-2018-167-EH

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and agreements of **RFP-2018-167-EH** entitled **Storm Sewer Cleaning, Repairs and Maintenance** from date of commencement to six months after date of completion.”

G. All insurance carriers must be rated A- or better by AM Best.

H. (30) Thirty Days' notice of cancellation is required on all policies.

I. All certificates must be addressed and sent to:

The District Board of Trustees of Broward College, Florida
Office of Risk Management
6400 NW 6th Way
Ft. Lauderdale, FL 33309

J. All exclusions added by endorsement must be indicated.

K. Certificate must be signed by an authorized representative.

L. If any of the required policies provide coverage on a “**claims-made**” basis:

Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another “claims-made” policy form with a Retroactive Date prior to the contract effective date, the vendor must purchase “extended reporting” coverage for a minimum of three (3) years after completion of contract work.

M. Broward College, Office of Risk Management may, at its discretion, require higher limits or additional coverages based on the scope of services or other factors. The college will notify the vendor if the insurance requirements differ from those stated above.

3.15 **FAMILIARITY WITH LAWS:** All Proposers are required to comply with all applicable Federal, State and Local Laws and/or Ordinances, Codes, Rules and Regulations, including wage and labor requirements, controlling the action or operation of this proposal. The relevant laws include but are not limited to FAA Regulations, Transportation Security Administration (TSA) Regulations, The Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA) of 1990, State Requirements for Educational Facilities (SREF), Office of Education 6A-2, Florida Statutes 402.301 - 402.319, OSHA regulations, and all Civil Rights legislation. The awarded vendor will comply with all Affirmative Action provisions of Executive Order Number 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. All references in this RFP to the “Applicable Laws” shall be deemed to be references to such laws, codes, rules, and regulations as the same may be amended from time-to-time and any successor laws, codes, rules and regulations.

3.16 **SITE VISITS/INSPECTIONS:** The College reserves the right to conduct a site visit to any of the proposer's place(s) of business, if it is deemed necessary.

3.17 **SELLING, TRANSFERRING OR ASSIGNING CONTRACTS:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of Broward College. The awarded vendor shall not sublet the work or services hereunder, or any part thereof (except as specifically recognized and permitted herein) to any other person, Firm or other entity without the prior written consent of the Associate Vice-President for Business Services & Resource Management.

3.18 **CONFIDENTIAL INFORMATION:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01 F.S., The Public Records Law. Information and materials received by the College in connection with all Proposer's responses shall be deemed to be public records subject to public inspection upon notice of intended decision or until 30 days after the RFP opening, whichever occurs first. However, certain exemptions to the public records law are statutorily

provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from The Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the College will treat all materials received as public records.

REQUEST FOR PROPOSALS RFP-2018-167-EH

3.0 SPECIAL CONDITIONS

- 3.19 **WARRANTY AND ABILITY TO PERFORM:** Proposer shall warrant that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Proposer's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Proposer's obligations or diminish the Proposer's obligations or diminish the Proposer's financial ability to perform the terms of the proposed contract.
- 3.20 **SEVERABILITY:** If any provisions of the Agreement resulting from this RFP is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.
- 3.20.1 In the event any provision of this Agreement shall be held invalid or unenforceable by an court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.
- 3.21 **DEFAULT:** The failure of either party to the Agreement resulting from this RFP to comply with any of the provisions therein shall place that party in default. Prior to terminating the Agreement, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that give rise to the default. Unless the Agreement provides otherwise, the defaulting party shall be entitled to a period of thirty (30) days from the receipt of the Notice of Default to cure the default if the default is capable of being cured and the defaulting party commences efforts to cure the default promptly. The failure of either party to exercise this right to terminate the Agreement upon the occurrence of a default shall not be construed as a waiver of such right in the event of further default or non-compliance, nor shall the non-defaulting party's other rights upon a breach or default by the other party be waived. Except as the Agreement otherwise provides with respect to express remedies upon a breach or default, both parties have the right to exercise any and all legal remedies available to them by applicable laws. The prevailing party in any dispute resolution proceeding or litigation arising out of the Agreement shall be entitled, in addition to other relief, to the recovery of its expenses.
- 3.22 **PUBLIC ENTITY CRIMES:** The College reserves the right, among others, to reject the proposal of any person or affiliate and shall not award a contract to a person or affiliate, who is not eligible therefor or barred or excluded therefrom under any applicable laws, statutes, codes, regulations, orders, directives, decrees and treaties of the United States of America, any laws, statutes, codes, regulations, rules, orders, directives and decrees of the State of Florida and the College's procurement rules, regulations and policies, including but not limited to as a result of the nation or jurisdiction of organization or principal place of business of such persons or any affiliate, the nature and place of its assets and businesses and activities, its involvement in the sponsorship, support, planning or implementation or conduct of human rights violations, terrorism, money laundering, illegal arms, weapons, minerals or other sales or trafficking or drug trafficking activities or the identity of the persons or entities which control or have the ability to control the management, business and policies of such person or affiliate, and the inclusion of any such person or affiliate on the Convicted Vendor List.
- 3.23 **OSHA:** The proposer warrants that the product and/or service supplied to College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
- 3.24 **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** The following is a listing of current the College locations. The College may, during the term of the contract, add or delete service, wholly or in part, at any COLLEGE campus or center location. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site not listed herein is added to the contract, the bidder shall invoice the same amount as prices quoted herein for similar product/services.

A. Hugh Adams Central Campus
3501 SW Davie Road
Davie, FL 33314

North Campus
1000 Coconut Creek Blvd.
Coconut Creek, FL 33066

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Judson A. Samuels South Campus (includes Bldg. 99 - Aviation)
7200 Hollywood/Pines Blvd.
Pembroke Pines, FL 33024

Willis Holcombe Center
111 (Bldg. 33) East Las Olas Blvd.
Fort Lauderdale, FL 33301

Tigertail Lake Center
580 Gulfstream Way
Dania Beach, FL 33004

Pines Center / Academic Village
16957 Sheridan St.
Pembroke Pines, FL 33331

Weston Center
4205 Bonaventure Boulevard – Suite #2
Weston, Florida 33331

Miramar West Center
1930 SW 145 Avenue, Bldg. 3101
Miramar, FL 33027

Miramar Town Center
2050 Civic Center Place
Miramar, FL 33025

Cypress Creek Administrative Center
6400 NW 6th Way
Fort Lauderdale, FL 33309

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4.0 SUBMITTAL REQUIREMENTS

In order to maintain comparability and facilitate the review process, it is strongly recommended that submittals be organized in the manner specified below, with proper section dividers and tabs. Include all information requested herein in your proposal.

Original Hard Copy submittal should be presented in a three (3) ring binder (not spiral bound) and should be limited to not more than 60 (8.5 inch x 11 inch) pages printed on one side, (excluding, covers, Table of Contents, section dividers, tabs, acknowledgement of released Addenda, Litigation History, and SDB forms. Oversize pages will be counted as two pages. Dividers shall divide the sections Tab 1 through Tab 15. Secondary dividers (not in the page count) may be used at the Firm's discretion to present information clearly. It is preferred that submittals be limited to 60 pages. Submissions in excess of 60 pages or not organized in a manner consistent with this section will not be disqualified; however, clarity, conciseness, and brevity may be taken into consideration during the evaluation process and may result in a reduction of points.

Proposers are requested to organize their proposals in accordance with Section 4.0, Submittal Requirements. The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined herein. Proposal must be submitted in a sealed package to the **Procurement Services Department of Broward College, 6400 NW 6th Way, Fort Lauderdale, Florida 33309, at or before 2:30:00 p.m. on the date established in Section 2.5, Tentative Calendar.** Proposal must be submitted in a sealed package with the number and title of the solicitation clearly indicated. The College reserves the right to not consider proposals not clearly enumerated and titled. Submittals received after date and time established herein will not be considered. Submittal package must include:

- One (1) complete, original hard copy proposal with a signed Required Response Form.
- One (1) complete proposal in one (1) Adobe PDF file format on CD or USB (**electronically bookmarked tabs**).
- **Price Proposal must be in a separate envelope and separate file on the CD or USB. Submit one in original Excel format and a PDF copy of the original Excel document.**

4.1 General Information and Submittal Requirements

TAB (1) 4.1.1	Title Page & Table of Contents	Include RFP number, subject, the name of the Proposer, address, telephone number and the date. Include a clear identification of the material by section and by page number.
TAB (2) 4.1.2	Acknowledgement of Released Addenda to RFP	It is the prospective Proposer's responsibility to verify they have received all released addenda and, thereby must include acknowledgement of any addenda that are required to be submitted with proposal. The College reserves the right to issue any addendum modifying any portion of this RFP. Caution is given that certain addenda may be required to be submitted with proposals as specified in the particular addenda.
Tab (3) 4.1.3	Letter of Transmittal	Include the legal name of the Prime Proposer's Firm as it is registered with Florida Department of State, Division of Corporations, name(s) of the person(s) who will be authorized to make representations for the Proposer, their titles, address(es), email address(es) and telephone number(s).

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4.0 SUBMITTAL REQUIREMENTS

TAB (3) 4.1.4	W-9 Form	It is a requirement of this RFP that all Proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with submittal or within three (3) days of notification. The W-9 form may be downloaded at www.irs.gov . Failure to submit W-9 Form as stated herein will result in no payments being issued in relations to this project until such time as the W-9 is received.
TAB (3) 4.1.5	Notice Provision	<p>Following contract award, when any of the Parties desire to give notice to the other, such notice must be in writing, sent by US Mail, postage prepaid, addressed to the Party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph. This information must be submitted with the submittal or within three days of request. For the present, the Parties designate the following as the respective places for giving notice:</p> <p>To College: Judy Schmelzer, Ed. D, AVP – Business Services & Resource Management 6400 NW 6th Way, 2ND Floor Fort Lauderdale, Florida 33309</p> <p>With Copy To (College Attorney): Greg Haile, General Counsel and VP of Governmental Policy and Regulatory Affairs Broward College President's Suite – 12th Floor 111 East Las Olas Boulevard, Fort Lauderdale, Florida, 33301</p> <p>With Copy To: Ken Klindt, AVP, Facilities Management (Contract Administrator) Broward College 3501 SW Davie Rd Bldg. 23, Room 200 Davie, FL 33314</p> <p>With Copy To: Sean Devaney, District Director of Maintenance (Contract Administrator) Broward College 3501 SW Davie Rd Bldg. 23, Room 200 Davie, FL 33314</p> <p>To Proposer: (Proposer to Insert)</p> <p>With Copy To (Proposer): (Proposer to Insert)</p>
TAB (3) 4.1.6	Vendor Conflict of Interest	The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee or agent of Firm who is also an employee of College or an immediate family member of an employee of College.
TAB (3) 4.1.7	SDB Non-Discrimination Profile	Submit a completed SDB Non-Discrimination Profile, Form SDB-1 (see Attachment C2). In the case of a Joint Venture Submittal; multiple Proposers must each submit a completed Non-Discrimination Profile (see Attachment B2).
TAB (3) 4.1.8	Drug Free Workplace Certification	Submit a completed Drug Free Workplace Certification (see Attachment F).

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4.0 SUBMITTAL REQUIREMENTS

TAB (3) 4.1.9	Non-Collusion Affidavit	Submit a completed Non-Collusion Affidavit (see Attachment H).
TAB (3) 4.1.10	Insurance	Submit a letter of insurability as outlined in Section 3.0; Paragraph 3.12.
TAB (4) 4.1.11	Litigation History	<p>State whether Prime or Joint Venture partners have been involved in any services related litigation, action or claim, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within five (5) years preceding the submission of this submittal. For each instance include the following information:</p> <ul style="list-style-type: none">a. the style/caption of the matterb. the case numberc. the forum/venue of the actiond. a description of the claim, action, or litigatione. evidence of satisfactory resolution of the claim, action, or litigation by affirming or providing documentary evidence that a final judgment has been rendered in favor of the firm or any final judgment rendered against the firm is satisfied within ninety (90) days of the date that the judgment becomes final. <p>If “No” litigation or regulatory action has been filed against your firm(s), please provide a statement to that effect.</p> <p>Truthful and complete answers to this question will not disqualify a firm from consideration but will be a factor in the selection process. Untruthful, misleading or false answers to this question shall result in the disqualification of the firm for this project.</p>

4.2 Minimum Eligibility Criteria

In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria. Proposers that fail to meet the minimum eligibility criteria, detailed below, will not have proposals considered.

TAB (5) 4.2.1	Required Response Form	Submit Page 1 of RFP (Section 1.0) with all required information completed and all signatures as specified. The enclosed original Required Response Form will be the only acceptable form.
TAB (6) 4.2.2	Licenses/Certifications and Business Structure	<p>4.2.2.1 Proposer shall be properly registered/licensed and possess all required active licenses, registrations and certifications to provide storm sewer cleaning, repairs and maintenance in the State of Florida at the time of submittal due date. Proposer shall possess one of the licenses listed in Attachment A – Scope of Services (including any State registration, if applicable). Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified, as determined by the College, will be considered.</p> <p>Submit proof of all active business licenses, registrations, and certifications as applicable, documenting proposer is fully licensed to conduct relevant business in the State of Florida (Also refer to Attachment A – Scope of Services, Section 3.2 of this solicitation). Occupational / business licenses are required as applicable. If permitted, sub-contractor licenses may be required during the developmental phase. Submit with proposal, or within three business days of College's request.</p>

REQUEST FOR PROPOSALS RFP-2018-167-EH

4.2.2.2 Proposer shall be registered by the Florida Department of State, Division of Corporations, to operate in the State of Florida at the time of contract negotiation

Submit documentation of State of Florida Department of State registration indicating when corporation/LLC or other form of legal entity was organized and corporation number. Submit with proposal, or within three business days of College's request.

TAB (7) 4.2.3	Experience	Proposer must demonstrate a strong documented track record of current engagement in providing Storm Sewer Cleaning, Repairs and Maintenance for three (3) continuous years or more, within the last five (5) years prior to the due date of this RFP.
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4.3 Proposer's Qualifications (Max 15 Points)

TAB (8) 4.3.1	Executive Summary	Submit a brief abstract, of no more than three (3) pages, stating the Proposer's interest in the contract; overview of Firm qualifications; names, contact information and qualifications of key staff; understanding of the nature and scope of the services to be provided; and Proposer's ability to comply with all requirements of contract. The Proposer shall explain why the Firm would be the best choice.
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In the event the Proposer is a joint venture, the Proposer shall list the use of Subcontractors, if any.

TAB (9) 4.3.2	Organizational Profile	<p>Submit detailed responses to the following:</p> <ol style="list-style-type: none">1. State current Firm name, address, telephone number, fax number, and under what other or former name(s) the proposer is currently operating or has operated under.2. Contact information including Principal's name, telephone number, and email address.3. Size of organization.4. Number of years established in business, include operation under other Firm names, providing services same or similar as described herein. (Refer to Section 2.2 and Attachment A – Scope of Services)5. Number of years in business in the State of Florida.6. Resumes of individuals that will have direct role in performance and supervision of this engagement.7. Profile of local (Miami-Dade, Broward or Palm Beach) account representative(s), direct project staff, and their training and applicable experience.8. Listing of recent projects which are same or similar to the requirements and scope listed in this solicitation. (Please list projects only, i.e., projects that correspond with and can be verified via references requested in Section 4.3.4.)
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In the event that the Proposer is a Joint Venture, a fully executed Joint Venture Agreement between the Parties is required in accordance with Section 3.9, Multiple-Vendor Solutions (Joint Ventures). At a minimum, the Joint Venture Agreement must outline the roles and responsibilities of the Parties and must identify one party as Prime Vendor for the purposes of this project.

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4.0 SUBMITTAL REQUIREMENTS

TAB (9) 4.3.3	Organizational Chart and Account Management and Staffing	Include organizational chart of Proposer's team for service being provided. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, accountability and decision-making authority. Include the names of individuals responsible for the roles and responsibilities of each team member.
TAB (10) 4.3.4	References	<p>All proposers providing a response to this Solicitation shall have their client <u>submit directly to the College</u> via email as indicated below, a completed Performance Evaluation Survey Form in PDF format. All forms must be received from your clients directly by the College by the due date as stated in Section 1.0 – Required Response Form by 2:30:00 p.m. ET or through an addendum and or change of calendar date in our web page.</p> <p>Four (4) related Performance Evaluation Survey Forms (see Attachment J) are required to be considered for the maximum Solicitation points. If the College receives less than four (4) completed forms <u>directly from your client</u>, points will be proportionally reduced.</p> <p>Proposers must have their clients utilize the referenced Attachment for the references information/response. References shall be from clients who have performed (or are currently performing) work, similar in nature and size, as the scope described herein within the five (5) years prior to the Solicitation due date.</p> <p>All references are to be emailed from your clients directly to the College to:</p> <p>Procurement Contracting Officer: <u>Eileen Hunt</u> Email: jhidalg1ehunt@broward.edu</p> <p>Please inform and forward to each client the Performance Evaluation Survey Form to be filled-out. Once the form is completed by each of your clients, instruct them to email directly to the Procurement Contracting Officer's email listed above in PDF format. All forms must be received by the due date as stated in Section 1.0 – Required Response Form by 2:30:00 p.m. ET or through an addendum and or a change of calendar date in our web page.</p> <p>ANY BROWARD COLLEGE PROJECTS SHOULD NOT BE INCLUDED AS A REFERENCE.</p> <p>The College reserves the <u>right to verify all references</u> received and/or use an external party, such as Dun & Bradstreet Open Rating (or other), to conduct reference checks.</p>

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4.4 Scope of Services Provided & Project Methodology (Max 30 Points)

TAB (11) 4.4.1	Proposed Solution	Clearly, and in detail, describe how Proposer will accomplish the Scope of Services stated in Attachment A.
TAB (12) 4.4.2	Proposed Methodology	<p>Describe in detail how Proposer will accomplish the solution(s) identified in proposed solution above in order to complete required service. At a minimum, response must include and provide detailed responses to the following:</p> <ol style="list-style-type: none"> Proposer's Procedures: Provide procedures for completing work required and how the procedures will be applied or modified to comply with requirements of this project and of Broward College's multi-campus, multi-cultural environment. Coordination and Communication: Provide detailed information on how Proposer will coordinate the completion of required service(s). Provide detailed information on how Proposer will communicate with assigned college personnel prior to, during and after job commencement. Reports: Provide explanation and detailed examples of any reports and/or data that will be provided prior to, during and after execution of services. Other Services: Describe any additional services and their proposed methodology that Proposer is proposing to provide with relation to the scope of this RFP.

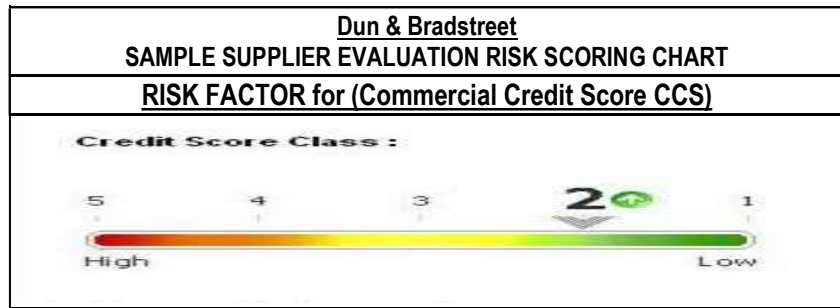
4.5 Price Proposal (Max 45 Points)

TAB (13) 4.5.1	Price Proposal Form	<p>Submit Attachment E (Price Proposal Form) for Scope of Services (described in Attachment A). The Price Proposal Form is in an Excel worksheet.</p> <p>Proposer must provide the information on prices and rates in the attached Attachment E, Price Proposal Form, <u>in the same unchanged excel format</u>. The information must <u>NOT be password protected</u>, to allow College to copy and paste the information into Bid Tabulation.</p> <p>Include with Attachment E (Price Proposal Form (excel worksheet)) any additional/value added services to be proposed in connection with the Scope of Services defined in Attachment A.</p>
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4.0 SUBMITTAL REQUIREMENTS**4.6 Financial Capacity (Max 10 Points)**TAB (14)
4.6.1**Financial Capacity**

Proposers shall submit Dun & Bradstreet Duns Number (D-U-N-S#). The College will use the total of both the D&B Commercial Credit Score (CCS) and the Financial Stress Score (FSS) Reports in order to assess financial capacity of Proposer. If your Firm is not currently registered at D&B, you are required to do so before submitting your proposal to the College. Please contact D&B at 1-800-234-3867 to fully register your company. Information gathered from the D&B reports will become part of the company's financial capacity assessment.



CCS POINTS 1 2 3 4 5



FSS POINTS 1 2 3 4 5

D&B COMBINED TOTAL (CCS & FSS) SCORES**EVALUATION POINTS**

1 2 3 4 5 **6** 7 8 9 10

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4.7 Small Disadvantaged Business (SDB) Participation Plan (Max 10 Points)

TAB (15) 4.7.1	Small Disadvantaged Business (SDB) Certification/Plan	The proposer shall provide evidence, if certified, of its <u>SDB certification</u> as defined in the College Policy 6Hx2-6.36 and shall indicate the SDB group owning controlling interests in the Firm.
<u>PRIME NON SDB PROPOSER MUST:</u>		
1.		
Submit a summary (a minimum of four paragraphs but no greater than 2 pages) on how the Proposer will assure Small Disadvantaged Business (SDB) are afforded an equal and fair opportunity to share in the College's contract opportunities as subcontractors, suppliers and professional service providers.		
2.		
Submit: Attachment C3 Subcontractor Supplier Outreach/Contact Report – lists all SDBs contacted regarding this project. SDB's must be certified as one of the following SBE, MBE, WBE, CBE or CSBE to be utilized on this project. Proof of certification is not required on this form.		
3.		
Submit: Attachment C4 Subcontractor/Supplier Utilization Report–lists the SDBs to be utilized on this project. SDBs must be certified as one of the following SBE, MBE, WBE, CBE, or CSBE to be utilized on this project. SDB percentage total must be included; omission of total SDB percentage will result in zero SDB Criteria Points. A copy of the certification certificate is required for each company listed; companies listed without the accompanying documentation will not be counted; companies that have expired or pending certification dates will not be counted. Certificates must be valid for a minimum of 90 days before expiration date.		
The College recognizes certifications from seven sources and these sources are located on the College's website http://broward.edu/community/vendor/Pages/supplierandvendor.aspx . Broward College is not a certifying agency. Omission of certification certificates from one of the seven certifying agencies for each company listed on Attachment C4 will result in loss of SDB Criteria Points. Proposers will receive SDB Criteria Points based on their documentation. SDB Point Percentages represents the number of points awarded for each proposed contract based on the percentage of work assigned to certified SDB subcontractors and vendors. Any Proposer refusing to provide supporting documentation for an audit will immediately default to non-SDB approved status. Any vendor that is found to have submitted false information may be debarred in accordance with Policy 6Hx2-6.35, Vendor Rights and Responsibilities.		
<u>PRIME SDB PROPOSERS MUST:</u>		
SDB Proposers must submit proof of certification as one of the following SBE, MBE, WBE, CBE or CSBE to be utilized on this project. Approved SDB proposers will receive 100% of the SDB Criteria Point Percentage in the solicitation evaluation/selection process.		
The College recognizes certifications from seven sources and these sources are located on the College's website		

4.0 SUBMITTAL REQUIREMENTS

<http://broward.edu/community/vendor/Pages/supplierandvendor.aspx>. Broward College is not a certifying agency. Omission of a certification certificate from one of the seven certifying agencies will result in zero SDB Criteria Points. Expired and pending certification certificates will result in zero SDB Criteria Points. Certificates must be valid for a minimum of 90 days before expiration date.

Any Proposer refusing to provide supporting documentation for an audit will immediately default to non-SDB approved status. Any vendor that is found to have submitted false information may be debarred in accordance with Policy 6Hx2-6.35, Vendor Rights and Responsibilities.

Proposers not utilizing certified Small Disadvantaged Businesses on this project must provide the College with a detailed explanation of their inability to participate in the College's Small Disadvantaged Business Program.

Proposers who are not SDB, or who do not utilize sub-contractors who are certified SDB's will not receive any SDB Criteria Points but are encouraged as defined in College Procedure A6Hx2-6.36 to:

- a. Create a Broward College- specific supplier diversity program
- b. Engage in on-site networking and matchmaking sessions
- c. Create SDB Distributors
- d. Inform and assist SDBs in becoming registered in large vendor's supplier diversity program

In order to assess SDB participation criteria points, the College will utilize the following chart below

SDB Project Participation Percentage		% of SDB Criteria Points
Approved SDB Prime Contractor		100%
Certified Sub-contractor	41 - 49%	80%
	31 - 40%	60%
	21 - 30%	40%
	11% - 20%	20%
	Less than 10%	0

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5.0 EVALUATION

- 5.1 **The Evaluation Committee*** (hereinafter referred to as "Committee") shall evaluate all proposals received, which meet or exceed Section 4.2, Minimum Eligibility Criteria. The failure to respond, provide detailed information or to provide requested proposal elements in Sections 4.3 through 4.7 may result in the reduction of points in the evaluation process or a complete disqualification of proposal.

**The Evaluation Committee will shortlist Proposers in Phase 1, Review of Proposals. Proposers will be notified according to dates set herein in Section 2, Paragraph 2.5, Tentative Calendar.*

Cone of Silence is in effect, as stated under General Conditions 7.63.

- 5.1.1 **Phase 1: Evaluation, Review of Proposals Criteria:** The Evaluation Committee shall evaluate all proposals received for this solicitation, which meet or exceed Section 4.2, Minimum Eligibility Criteria, according to the following initial screening criteria:

Criteria Section		Max Points
4.3	Proposer's Qualifications	15
4.4	Scope of Services Provided	30
4.5	Cost Proposal	45
4.6	Financial Capacity	10
4.7	SDB Participation Plan	10
Total Maximum:		110

- 5.1.2 **Shortlist Scores & Rankings:** The Evaluation Committee will utilize the scores developed as a result of Section 5.1.1 to rank the Proposers individually, and then determine cumulative ranking results.

The shortlist scores and rankings are solely for the purpose of determining those Proposers that will be selected for further consideration and/or interview and, those Proposers which are responsive to the solicitation requirements. Scores and rankings as a result of Section 5.1 Phase 1, Review of Proposals, will neither be considered, nor carried forth as part of the scores and rankings of Section 5.2, Phase 2, Interviews and Presentations.

- 5.1.3 **Results of Phase 1, Review of Proposals:** Based upon the cumulative ranking results, the College, at its sole discretion, may:

1. short-list the top ranked Proposers (short-list number to be determined by the Committee) for further consideration and/or interviews;
2. recommend an award to one or more top ranked Proposer and begin contract negotiations per Section 6.0, Contract Negotiations;
3. reject all proposals received;
4. waive any informalities;
5. re-advertise/re-solicit proposals;
6. reject all proposals without further action;
7. accept or reject any proposal or portion of a proposal as deemed in the College's best interest;
8. invite one or more top-ranked Proposer to participate in contract negotiations phase and/or award; or
9. take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.

- 5.1.4 **Proposal Clarification:** During the review of proposals, the College reserves the right to ask questions of a clarifying nature in order to obtain clarity on proposal elements submitted. However, Proposers will not be allowed to enhance or alter their initial proposal and may only clarify existing proposal elements.

Phase 2: Interviews and Presentations

- 5.2 In the event that the College chooses to interview short-listed Proposers, the Evaluation Committee shall interview and evaluate the short-listed Proposers, in accordance with the evaluation criteria and point schedule established in this Phase 2, Interviews and Presentations, based on the Proposers' presentations and interviews, and the information submitted by the Proposers in response to this RFP, in order to make an award recommendation. The failure to respond, provide detailed information or to provide requested proposal elements in Section 5.2 may result in the reduction of points in the Phase 2, Interviews and Presentations, evaluation process. Short-listed Proposers will be interviewed against a set of standard questions (same questions for all short-listed Proposers) and/or clarifying questions (proposal-specific with the intent to clarify issues). The Committee will utilize the scores developed as a result of Section 5.2; Paragraph 5.2.1, Phase 2: Interviews and Presentations Criteria, to rank the Proposers.

**Please note the College, at its discretion, may or may not change committee members for each phase (i.e. Phase 1 Review of Proposals, Phase 2 Interviews and Presentations, and Phase 3 Contract Negotiations.)*

- 5.2.1 **Phase 2: Interviews and Presentations Criteria:** If the College has chosen to interview short-listed Proposers, the criteria for this Phase 2, Interviews and Presentations, shall be according to the following:

Criteria Section		Max Points
a)	Understanding of the College's Requirements	25
b)	Relevant Experience	20
c)	Unique Qualifications	20
d)	Overall Approach, Methodology, and Ability to Perform Contract	35
Total Maximum:		100

- 5.2.2 **Results of Phase 2 Interviews and/or Presentations:** If interviews are conducted, based upon the ranking results of Section 5.2.1, the College, at its sole discretion, may:

1. recommend award to the top ranked Proposer;
2. recommend award to more than one top ranked Proposer;
3. reject all proposals received;
4. re-advertise/re-solicit proposal;
5. reject all proposals without further action;
6. accept or reject any proposal or portion of a proposal as deemed in the College's best interest;
7. invite one or more top-ranked Proposers to participate in contract negotiation phase and award.

- 5.3 **Award:** In addition to recommending the top-ranked Proposer(s) with whom a successful contract can be negotiated, College, at its sole discretion, reserves the right to make an award as follows:
- a. divide the work among Proposers;
 - b. award contracts for less than all services encompassed by this solicitation.

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6.0 CONTRACT NEGOTIATION

- 6.1 **Phase 3: Contract Negotiations:** In the event that an Agreement between the College and the selected Proposer(s) is deemed necessary, at the sole discretion of the College, the College will begin negotiations with the top-ranked Proposer or Proposers if a multiple award is being considered, as recommended by the Evaluation Committee in Section 5.2., Phase 2, Interviews and Presentations. The College reserves the right to negotiate any term, condition, or price with the top-ranked Proposer. In the event that mutually agreeable negotiations cannot be reached, the College may declare an impasse and begin to negotiate with the next ranked Proposer. The College may continue this process until final agreement can be reached with a Proposer or until the committee recommends rejection of all proposals received.

**Please note the College, at its discretion, may or may not change committee members for each phase (i.e. Phase 1 Review of Proposals, Phase 2 Interviews and Presentations, and Phase 3 Contract Negotiations.)*

- 6.1.1 After the initial negotiation session with the recommended Proposer(s), in its sole discretion, the Negotiations Team shall determine whether to hold additional negotiation sessions and with which Proposer(s) it will further negotiations.
- 6.1.2 The College reserves at any time during the negotiations process to:
- a. Schedule additional negotiation sessions with any or all responsive Proposers;
 - b. Require any or all responsive Proposers to provide a Best and Final Offer (BAFO);
 - c. Pursue a contract with one or more responsive Proposers for the services encompassed by this solicitation;
 - d. Pursue the division of contracts between responsive Proposers by type of service or geographical area, or both;
 - e. Arrive at any agreement with a responsive Proposer, finalize contract terms with such Proposer and terminate negotiations with any or all other Proposers, regardless of the status of or scheduled negotiations with such other Proposers;
 - f. Decline to conduct further negotiations with any Proposer;
 - g. Reopen negotiations with any Proposer;
 - h. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.

- 6.2 **“Sample” or Base Contract for Negotiations:** The enclosed “sample” contract (Attachment D) shall be the basis for any contract negotiations and resulting agreement. Proposers are strongly encouraged to review the enclosed sample contract. The final contract shall reference and incorporate all addenda, specifications, terms, and conditions of this RFP, and to include Proposer’s offer, contract negotiations, and final acceptance. The College may amend any term and condition of the sample contract prior to final acceptance by both parties.

6.3 **Final Selection and Notice of Award Recommendation:**

- 6.3.1 The College will recommend for award of the contract, the responsive proposer(s) as determined by the Negotiations Team.
- 6.3.2 The College has sole discretion in deciding whether and when to take any of the foregoing actions, the responsive Proposer or Proposers affected and whether to provide concurrent public notice of such decision. The College at its sole discretion may:
- a. Recommend Award;
 - b. Re-advertise/re-solicit for proposals;
 - c. Reject all proposals without further action; accept or reject any proposal or portion of a proposal as deemed in the College’s best interest.
- 6.3.3 The College reserves the right to:
- a. Select one or more proposers for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detail written proposals or request for best and final offers;
 - b. Divide the work among proposers by type of service or geographic area, or both; and

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6.0 CONTRACT NEGOTIATION

- c. Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both.

6.4 **Reserved Rights After Notice of Award Recommendation:**

- 6.4.1 **Negotiations After Award Recommendation:** The College reserves the right to schedule additional negotiation sessions with proposers identified in the posting of the Award Recommendation in order to establish final terms and conditions for contracts with those proposers. This may include but not be limited to site surveys to finalize the College's requirements.
- 6.4.2 **Other Reserved Rights:** The College reserves the right, after posting Award Recommendation thereof, to withdraw or amend its Award Recommendation and reopen negotiations with any other proposers recommended in Section 5.2, Phase 2, Interviews and Presentations, at any time prior to execution of a contract.
- 6.4.3 The College's Board of Trustees will make the final and sole decision whether or not to award the contract to the recommended proposer(s).

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7.0 GENERAL CONDITIONS

1. **SUBMITTAL OF QUESTIONS.** Any questions concerning any portion of this solicitation must be received by the contracting officer named herein on or before the due date for submittal of questions as stated in the project calendar. If necessary, the College will issue an addendum to respond to question(s) received. Any verbal or written information, which is obtained other than by information herein or by Addenda shall not be binding on the College.
2. **AWARD.** In order to meet the needs of the College award may be made by item or by group, as indicated herein. The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.
3. **CONTRACT EXTENSION:** In addition to the stated term of award, the College may, in mutual agreement with the awardee, extend the term for three (3) additional one year periods and/or 90 days beyond the expiration date of the final expiration date.
4. **CONTRACT ORDERS:** Price or quantity conditions stated by any respondent will not be considered for award. The quantities listed herein are only estimates of quantities to be ordered throughout the contract period and are not a guarantee of orders. Actual quantities ordered throughout the contract period may be greater or less than the proposal estimates and shall be furnished at the fixed contract price. No guarantee is given or implied as to the total dollar value or work as a result of this solicitation. College is not obligated to place any order for goods or services as a result of this award. Order placement will be based upon the needs and in the best interest of College.
5. **BID ITEM OFFERED:** If alternates are acceptable, as stated herein, and if respondent is proposing other than the make and model specified, then complete make and model number of the item offered must be indicated on the proposal. Failure to indicate a complete make and model number for the item offered will represent that the respondent is proposing the make and model specified.
6. **DESCRIPTIVE LITERATURE:** When alternates are acceptable and if respondent is submitting a proposal for other than the make(s) and model(s) specified, it is required that complete descriptive technical literature on the item being proposed be submitted with the proposal or upon request. Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified. Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make(s) and model(s) offered, with this proposal or upon request, will result in disqualification of proposed alternate and may result in disqualification of entire proposal.
7. **MODEL NUMBER CORRECTIONS:** If the model number for the make specified is a) no longer available or incorrect, the replacement or correct model number should be submitted in the proposal.
8. **DISCONTINUED ITEM:** If a proposal item is discontinued by the manufacturer during the period of award, then the awardee shall advise the Procurement Services Department in writing of non-availability of the proposal item and shall submit complete descriptive, technical literature on the replacement item. Replacement item shall be furnished at the same firm price offered for the original proposal item or at a lower price during the remainder of the period of award. Samples of replacement items may be required and, if requested, must be supplied for evaluation by the appropriate College staff. The College shall not be held liable for any damages incurred to sample item(s) during evaluation.
9. **SAMPLES:** After proposal opening and prior to award, samples of the proposed product may be required for evaluation. Samples, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the respondent's expense. Each individual sample must be labeled with respondent's name, proposal number, and item number. Such samples when requested by the College must be furnished no later than 72 hours after notification. Failure of respondent to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.
10. **MANUFACTURER'S CERTIFICATION:** Respondent must be authorized by proposed manufacturer to sell, warranty, service (depending on scope of award) item(s) proposed. The certification must be returned with the proposal in time for proposal opening or upon request. Failure to submit the completed certification will ultimately result in disqualification of proposal submitted.
11. **LOCAL REPAIR FACILITY:** The College may require respondent to maintain a local repair facility that can respond to service calls. For the purpose of this solicitation, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County.
12. **BID BOND:** If required herein, a Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent of the total amount of the proposal must accompany proposal. Bonding company must appear on U. S. Treasury list. Surety bonds must be submitted in the form specified by the College. No other bond form will be acceptable.
13. **PERFORMANCE AND PAYMENT BOND REQUIREMENTS:** If required herein, awardee shall execute a Performance and Payment Bond in an amount equal to proposal costs and in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at <http://www.fms.treas.gov/c570.html>. The Insurance Company that issues the Bond must be licensed to do business in the State of Florida. If the Insurance Company is an out of state Firm, a Power of Attorney from a Resident Agent must be properly executed and included with the bond. Bond must be furnished to the College within ten (10) days after receipt of notice of award and must comply with Florida Statutes 255.05.
14. **COMMENCEMENT OF WORK/SHIPMENT:** No shipment of goods or commencement of work shall begin until such time as awardee receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.
15. **DELIVERY:** Respondent is to indicate on their response the delivery time required for each proposal item. A respondent who fails to indicate delivery time agrees to deliver items ordered within 30 days from the receipt of the order. The College may reject proposals that exceed delivery greater than 30 days from receipt of order.
16. **INSTALLATION:** If required herein, price quoted shall include on-site, inside delivery, installation, satisfactory operation and demonstration of use of all items ordered. If Installation is not required awardee shall submit complete installation/operation instructions with delivery or upon request.
17. **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the seller and return the product to seller, at seller's expense.

7.0 GENERAL CONDITIONS

18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, awardee may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully

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documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.

19. **MATERIAL SAFETY DATA SHEET (MSDS):** As per Florida Statute, the Right To Know Law, The College requires that Material Safety Data Sheets (**MSDS**) are required for all applicable items, materials and/or substances ordered. Respondent must supply all **MSDS WITH THIS BID or UPON REQUEST**. An awardee who has not submitted the required MSDS will not be issued any purchase orders until the MSDS's are received and approved by The College Risk Management Department. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. **MSDS ON CD-ROM IS NOT ACCEPTABLE**. The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be current and reviewed by the respondent with the manufacturer within the last calendar year. Vendor, by virtue of signing proposal, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the RFP Number and Product Item Number stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the respondent for the corresponding proposal item. Failure to provide this information as detailed herein may result in disqualification of bid submitted.
20. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The awardee shall at all times guard against damage and/or loss to the property of the College, and shall replace and/or repair any loss or damages unless such be caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the awardee. The awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.
21. **WARRANTY:** Manufacturer's standard warranty must be provided on all proposal items. Warranty shall begin after delivery and acceptance by the College. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
22. **DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is result of delivery or installation.
23. **DELIVERY INFORMATION:** Delivery specifics will be included on purchase order. From time to time the College may be closed during regular business time or may have established special calendar (e.g., winter holidays, spring break, summer flex week, etc.). Prior to delivery the awardee shall verify that the College will be open to accept delivery. The College will not be responsible for re-delivery charges.
24. **CANCELLATION/TERMINATION:** The College may, by written notice, terminate in whole or in part the contract or any purchase orders resulting from this solicitation when such action is in the best interest of the College or when any provision(s) of this solicitation are violated by the respondent. In the event of cancellation/termination, the College shall be liable only for payment for services rendered prior to the effective date of cancellation/termination.
25. **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** For site specific awards, the College may, during the term of the contract, add or delete, wholly or in part, locations. In the event that a site is added to the contract, the respondent shall invoice the same amount as prices quoted herein for similar sites. Deletion of sites shall not affect contract pricing.
26. **IRREVOCABILITY OF PROPOSAL:** A proposal in response to this solicitation may not be withdrawn before the expiration of 90 days from the date of proposal due date.
27. **PROPOSAL PUBLIC RECORD:** Respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
28. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods or services offered as a result of any award resulting from this solicitation must be in compliance with all conditions and specifications and any resulting agreement at all times. Orders for goods or services not conforming as required may be terminated at awardee(s) expense and acquired on the open market. Any increase in cost may be charged against the awardee. Any violation of these stipulations may also result in:
 - a. For a period of two years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
 - b. All departments being advised not to do business with vendor.
29. **GOVERNING LAW / VENUE:** This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
30. **TORT IMMUNITY:** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the College thru the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies.
31. **LEGAL REQUIREMENTS:** Respondent agrees to be in full compliance with any federal, state, county and local laws, ordinances, rules, regulations or codes that in any manner affect the goods or services covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.
32. **ADVERTISING:** In submitting a solicitation, respondent agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of College.
33. **PAYMENT:** A purchase order will be released after award by College for any goods or services to be delivered as a result of the solicitation. Any charge that does not directly correspond to a purchase order may not be authorized for payment. Payment will be provided after delivery is verified to be in compliance with all the conditions of award. Payment shall be made within 30 days of acceptance by the College.
34. **CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of College. All respondents must disclose in their response the name of any officer, director, employee or agent of Firm who is also an employee of College or an immediate family member of an employee of College.

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7.0 GENERAL CONDITIONS

35. **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
36. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- a. Any agreement resulting from the award of this solicitation; then
 - b. Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
 - c. this solicitation; then
 - d. respondent's proposal.
- In case of any other doubt or difference of opinion, the decision of College shall be final and binding on both parties.
37. **OSHA:** The respondent warrants that the product supplied to College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
38. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** Respondent agrees to the Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The respondent shall be liable for any damages or loss to the College occasioned by negligence of the respondent (or agent) or any person the respondent has designated in the completion of the contract.
39. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal 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 a proposal 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 Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. By submitting response to this solicitation respondent certifies that it has not been convicted of a public entity crime.
40. **AVAILABILITY OF FUNDS:** Florida Statutes prohibits the College from creating obligations on anticipation of budgeted revenues for a period in excess of one year. As such, College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon 30 days prior written notice to the awardee. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
41. **USE OF OTHER CONTRACTS:** College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community college/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this solicitation if it is in its best interest to do so.
42. **SUBCONTRACTING AND ASSIGNMENT:** Neither any award of this solicitation nor any interest in any award of this solicitation may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the college.
43. **INDEMNIFICATION:**
- a. By College: College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by College. Nothing herein shall be construed as consent by College to be sued by third parties in any matter arising out of any contract.
 - b. By Awardee: Awardee agrees to indemnify, hold harmless and defend College, its agents, servants, and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which College, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants, and employees; the equipment of the Awardee, its agents, servants, and employees while such equipment is on premises owned or controlled by College; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including College's property, and injury or death of any person whether employed by the Awardee, College or otherwise.
44. **SOLICITATION and ADDENDA:** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addenda. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
45. **GRATUITIES:** respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of College; including any District Board of Trustee Member, College President and any Evaluation Committee Member, for the purpose of influencing consideration of this proposal.
46. **PREPARATION COST OF PROPOSAL:** Respondent is solely responsible for any and all costs associated with responding to this solicitation. College will not reimburse any respondent for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any respondent.
47. **DEFAULT and LITIGATION COSTS:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default.

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7.0 GENERAL CONDITIONS

48. **TAXES AND PERMITS:** Although the College is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State owned building will not be exempted from the Florida Statute referencing sales and use tax: The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:
- a. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
 - b. Federal tax on transportation of property.
 - c. Cost of Municipal Building Permits.
 - d. Sales and rental tax payments to the State of Florida are the responsibility of the vendor. The vendor must provide documentation to the State. Vendors by virtue of submitting a proposal agree to this condition.
49. **SMALL DISADVANTAGED BUSINESS (SDB):** It is the policy of College that it will not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. It is also the policy of College that its contractors/vendors not discriminate in employment and awarding of contracts on the basis of race, creed, color, gender, national origin, ethnicity, disability, and religion. Any BC contractor found in violation of this policy will be removed from BC's vendor list and prohibited from bidding on BC goods and services until such time it has sufficiently instituted corrective actions to rectify the discriminatory practices.
- The College recognizes its responsibility within the diverse business community in which it operates. It is the policy (6Hx2-6.34) of the College to provide all businesses an equal and fair opportunity to participate in its procurement and contracting opportunities; and to support sustainable growth and economic opportunities (Policy 6Hx2-6.36) for Small Disadvantaged Business Enterprises (SDB).
50. **SUSTAINABILITY AND RECYCLING:** Awardee shall comply with any current or future sustainability and recycling program established by the State, the County, the Municipality and/or College. Inability to comply or reach agreement with College to meet compliance will result in cancellation of the award.
51. **ASSIGNMENT OF ANTITRUST CLAIMS:** For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, proposing Firm hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this solicitation.
52. **PROTECTION AND SECURITY OF BUILDING AND PROPERTY:** The contractor shall assume full responsibility and be held liable by the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only College property but extends to any property including lease equipment on College locations. Contractor shall be held liable by the College for damages caused by its employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business. Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.
53. **SITE VISITS/INSPECTIONS:** The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.
54. **EXCESS PAYMENT:** The College reserves the right to audit any contract or payment history of any agreement resulting from this solicitation. In the event that the college determines that payment in excess to those agreed to hereunder have been made to Contractor, Contractor agrees to return payment to the College within 30 days of being notified. In the event that the excess payment is due to erroneous invoicing by the Contractor and that said excess payments exceed five percent (5%) of the fees agreed to hereunder, the Contractor agrees to pay for the costs of said audit.
55. **TIE BREAKER:** Resolution of tie bids or proposals shall be resolved in accordance with College Policy 6Hx2-6.35.
56. **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this solicitation, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. Bidder, by virtue of submitting a bid, agrees that, if receiving an award, THE COLLEGE shall be given top priority for use by the bidder's resources, and bidder shall make available to THE COLLEGE all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.
57. **SUSPENSION OF WORK.** The College may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time (1) work can resume, or (2) terminate the contract, or (3) extend the period of suspension.
58. **FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY:** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.

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59. **DISPUTE RESOLUTION:** Any dispute concerning performance of the Contract shall be communicated through the College's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the College a petition for administrative hearing. The College's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
60. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the College and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The College may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The College may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a College's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The College may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. The College shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the College. Such actions include, but are not limited to, (1) ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment from an employer other than the College).

61. **PROTESTING OF CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within 72 consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The time provided for filing a notice of protest shall be based upon whenever a person receives this solicitation, or any Addenda released thereto. Receipt of a copy of this solicitation, or any Addenda released thereto, which is received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays or days during which the college administration is closed, shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday, Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based".

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Procurement Services Department, 6400 N.W. 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

62. **PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS:** Award Recommendations and Tabulations will be posted in the Procurement Services Department on the date and time stipulated on the solicitation and will remain posted for 72 consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Procurement Services Department and on the departmental web site. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Procurement Services Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the college administration is closed shall be excluded in the computation of the 72 consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

Failure to file a notice of protest or to file a formal written protest within the time prescribed shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Notices of protest, formal written protests, and the required bonds, shall be filed at College, Procurement Services Department, 6400 N.W. 6th Way, Fort Lauderdale, Florida 33309. Fax filing will not be acceptable for the filing of bonds.

63. **CONE OF SILENCE:** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any Firm will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on College.
64. **PUBLIC RECORDS:** Pursuant to Section 119.0701, Florida Statutes, any party contracting with Broward College is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same term and conditions that Broward College would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided b law; (c) ensure that public records that are exempt or confidential and except from public record disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirement for retaining public records and transfer, at no cost, to Broward College all public records in that party's possession upon termination of its contract with Broward College and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All of such party's records stored electronically must be provided to Broward College in a format that is compatible with Broward College's information technology system. Each Party shall maintain its own respective records and documents associated with

7.0 GENERAL CONDITIONS

this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents

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request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledge that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

65. **FLORIDA STATUTE #283.35 PREFERENCE GIVEN PRINTING WITHIN THE STATE:** When awarding a contract to have materials printed, the agency, university, college, school district, or other political subdivision of this state awarding the contract shall grant a preference to the lowest responsible and responsive vendor having a principal place of business within this state. The preference shall be 5 percent if the lowest bid is submitted by a vendor whose principal place of business is located outside the state and if the printing can be performed in this state at a level of quality comparable to that obtainable from the vendor submitting the lowest bid located outside the state. As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
66. **FLORIDA STATUTE #287.084 PREFERENCE TO FLORIDA BUSINESSES:** (1)(a) When an agency, university, college, school district, or other political subdivision of the state is required to make purchases of personal property through competitive solicitation and the lowest responsible and responsive bid, proposal, or reply is by a vendor whose principal place of business is in a state or political subdivision thereof which grants a preference for the purchase of such personal property to a person whose principal place of business is in such state, then the agency, university, college, school district, or other political subdivision of this state shall award a preference to the lowest responsible and responsive vendor having a principal place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest responsible and responsive vendor has its principal place of business. In a competitive solicitation in which the lowest bid is submitted by a vendor whose principal place of business is located outside the state and that state does not grant a preference in competitive solicitation to vendors having a principal place of business in that state, the preference to the lowest responsible and responsive vendor having a principal place of business in this state shall be 5 percent.
- (b) Paragraph (a) does not apply to transportation projects for which federal aid funds are available.
 - (c) As used in this section, the term "other political subdivision of this state" does not include counties or municipalities.
- (2) A vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts.
- (3)(a) A vendor whose principal place of business is in this state may not be precluded from being an authorized reseller of information technology commodities of a state contractor as long as the vendor demonstrates that it employs an internationally recognized quality management system, such as ISO 9001 or its equivalent, and provides a warranty on the information technology commodities which is, at a minimum, of equal scope and length as that of the contract.
- (b) This subsection applies to any renewal of any state contract executed on or after July 1, 2012.

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3.1 SCOPE

Contractor(s) shall provide Storm Drain Cleaning, Repairs and Maintenance at college-wide locations as identified and described by the Facilities Department. The Contractor shall provide the services on an as-needed and project-by-project basis, based on the needs of the College, which will be described in subsequent Purchase Order(s) to be issued.

3.2 LICENSE(S)

The Proposer will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Proposer will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and shall provide copies of these licenses and/or permits to College upon request. Failure to maintain required licenses and permits shall be cause for termination.

FLORIDA STATE: CERTIFIED GENERAL CONTRACTOR;

OR

CERTIFIED PLUMBING CONTRACTOR;

OR

CERTIFIED UNDEGROUND UTILITY AND EXCAVATION CONTRACTOR;

OR

BROWARD COUNTY:

CERTIFIED BUILDING CONTRACTOR CLASS "A";
(MUST BE REGISTERED WITH THE STATE OF FLORIDA)

OR

CENTRAL MASTER PLUMBER;
(MUST BE REGISTERED WITH THE STATE OF FLORIDA)

OR

GENERAL ENGINEERED CONSTRUCTION BUILDER;

OR

PRIMARY PIPELINES (WATER, SEWER, DRAINAGE) - CLASS "A"

Any work performed not within the scope of the above contract must be performed by a licensed subcontractor.

3.3 PERMITS/FEES

Broward College will pay permit fees directly to its Consultant(s); Storm Drain contractor/vendor is not required to pay permit fees.

Other than permit fees, the contractor/vendor shall be responsible for obtaining and paying fees. Payment for fees shall be reimbursed to the contractor utilizing "pass-thru". Such fees include, but are not limited to, fees and dumping fees for all line items. A copy of the dumping fees receipt shall be submitted with the contractor's/vendor's invoice for payment. The College will not pay for illegal or improper disposal of debris/waste. Contractor will invoice the College for reimbursement. No mark-up shall be allowed.

3.4 DEBRIS, WASTE AND CHEMICALS

Contractor(s) shall be responsible for the prompt removal of all debris, which is a result of services.

Contractor(s) shall apply and dispose of all chemicals and waste in a manner that complies with all local, state and federal laws and regulations

3.5 SUBCONTRACTORS

Due to environmental and liability concerns, no subcontracting will be allowed.

3.6 **TRAFFIC CONTROL**

Contractor(s) shall be responsible for training and compliance with all OSHA standards pertaining to confined space entry and D.O.T. regulations for traffic control. BC's representative reserves the right to shut down any job site for unsafe conditions.

3.7 **RESPONSE TIME**

Schedule for routine maintenance shall be coordinated with the College.

All regular maintenance shall be performed during the College's normal working hours (7:00 A.M. to 4:00 P.M., Monday through Friday) unless otherwise authorized by the College.

Work may be performed at hours other than normal business hours at the direction and discretion of the College's Facilities Management Department Site Representative. Arrangements must be approved in advance.

The contractor shall stand ready and be available to perform overtime work when requested to do so by the owner. Due to the nature of the College's operational needs, contractor understands and agrees that it may be necessary to perform certain service or repairs during non-normal work hours, including weekends and holidays. All work times shall be coordinated with the College.

If College requests an Emergency Mobilization and provides a verbal scope to the contractor, the contractor shall have six (6) hours to set up at the site of the emergency and begin work. The Contractor must submit an estimate to the College within 24 hours of the day of emergency mobilization.

Contractor(s) shall provide a contact person to ensure twenty-four hours response.

3.8 **EMERGENCY CALL-OUT**

Emergency call-out is responding on short notice to perform any of the services listed in this RFP. This may be required outside of normal working hours such as after 4:00 p.m. or on weekends or holidays. Emergency call out response time will be two (2) hours after initial contact with contractor(s). Contractor(s) should submit and maintain a valid emergency list consisting of no less than three (3) local contact numbers for no less than three (3) company representatives to be submitted with the bid or upon request.

3.9 **PROTECTION OF EXISTING FACILITIES**

The Contractor shall take all necessary precautions during the period of the service to protect existing facilities from damage by workmen and shall repair or replace, at its own expense, any damage to property caused by their employees or suppliers.

3.10 **CLEANING UP**

The Contractor at all times shall keep the premises free from accumulation of waste materials and rubbish caused by their operations and from leaks and spillage from equipment. Upon completion of the work, he shall remove all their waste materials and rubbish from and about the installation, as well as all their tools, equipment, machinery, and surplus materials, and shall clean all building surfaces and leave the work area clean.

3.11 **CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE)**

Proposer shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that Broward College shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Associate Vice President for Business Services & Resource Management. Awarded vendor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. Broward College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Awarded vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

Broward College
STATEMENT OF "NO" RESPONSE

RFP-2018-167-EH
ATTACHMENT B

If your company will not be submitting a response to this Request for Proposals, please complete this Statement of "No" Response Sheet and return, prior to the RFP Due Date established within, to:

Broward College
Procurement Services Department
6400 NW 6th Way, 2nd Floor
Fort Lauderdale, Florida 33309

This information will help **Broward College** in the preparation of future Bids/RFPs.

Bid/RFP Number: _____ Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Facsimile: _____

√	Reasons for "NO" Response:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Request for Proposal.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____

Small Disadvantaged Business (SDB) Processes and Requirements

1. Vendor Non-Discrimination.
 - a. All vendors bidding on College contract opportunities must submit a vendor Covenant of Non-Discrimination Profile (Attachment C2). **Bids received without a fully executed Covenant of Non-Discrimination Profile from the proposing vendor will be considered non-responsive.**
2. Contract Compliance (Project by Project basis)
 - a. Upon execution of a project under this contract with Broward College, the successful bidder will utilize Subcontractor/Supplier Contact (Attachment C3) and Subcontractor/Supplier Utilization (Attachment C4) when submitting solicitation bid packages and will become a part of the contract between the bidder and the College.
 - b. Report of Subcontractor/Supplier Utilization (Attachment C5) will be utilized for SDB vendors performing work during the course of the project and MUST be submitted monthly as instructed on Attachment B5.
 - c. Attachment C5 will be monitored by the Office of Supplier Relations and Diversity for adherence with the plan.
 - d. A prime contractor may replace a SDB subcontractor or supplier who fails to meet the terms of their agreement. Based on availability, the subcontractor or supplier must be replaced with another subcontractor or supplier who equally qualifies under the SDB program requirements.
 - Replacing a SDB Subcontractor or Supplier – A prime contractor may request a SDB substitution by submitting a written request to the Office of Supplier Relations and Diversity. The request must explain why the substitution is needed and the prime contractor shall attach a revised Subcontractor/Supplier Utilization (Attachment C4). The Director of the Office of Supplier Relations and Diversity, in conjunction with the Associate Vice President of Procurement Services, will issue a determination on the request and notify the prime contractor. **The College must approve all SDB substitutions.**
 - e. The successful bidder will be required to submit a monthly report to the Office of Supplier Relations and Diversity demonstrating the use of subcontractors and suppliers as indicated on the Attachment C5. Reports MUST be submitted monthly from the onset of the project/contract, even if there are no payments to SDB subcontractors or supplier.
 - f. Failure of the successful bidder to provide the specific SDB report by the specified date shall be sufficient cause for Broward College to:
 - Withhold approval of the successful bidder's invoices for progress payments,
 - Increase the amount of the successful bidder's retainage, or
 - Evoke any other penalties as stated in General Conditions of the RFP (**Nonconformance to Contract Conditions**).
3. COLLEGE's Responsibilities:

SDB Requirements in Contracts – Procurement Services, Facilities Management and the User Department managing the contract will be responsible for ensuring that SDB participation requirements and/or deliverables are specified within the contract, for eligible projects.



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY

NON-DISCRIMINATION PROFILE

The undersigned understands that it is the policy of Broward College to promote full and equal business opportunity for all persons doing business with the College. The undersigned covenants that we have not discriminated, on the basis of race, creed, color, gender, national origin, ethnicity, disability, or religion, with regard to prime contracting, subcontracting or partnering opportunities on this project/contract.

The undersigned further covenants that we agree to make a Good Faith Effort to utilize SDB subcontractors/suppliers and will comply truthfully and fully with the required forms SDB-2, SDB-3 and SDB-7.

Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party

Daniel DiMura, Vice President

Title of Attesting Party

On this 20 day of June, 2018, before me appeared Daniel DiMura, the person who signed the above covenant in my presence.

Notary Public

Seal



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY
SMALL DISADVANTAGED BUSINESS (SDB)

ATTACHMENT C3

SUBCONTRACTOR/SUPPLIER CONTACT

(List all SDB subcontractors or suppliers that were contacted regarding this project)

Company Name of Subcontractor/Supplier	Contact Name, Address and Phone Number	Business License? (Yes or No)	Type of Work Solicited from Subcontractor/Supplier	SDB Status White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran	Certification Agency Name and Expiration Date	Results of Contact
Equipment Rental Services Inc	Sheryl Brown 1858 Okeechobee Blvd. West Palm Beach, FL 33409 561-683-6400	Yes	Small Equipment Rental	WBE	School Board of Broward County 11/21/19	Daily/Weekly/Monthly Rental Quote
Stanford & Sons Trucking Corp.	A. Abdul 1081 NW 12 Terrace Pompano Beach, FL 33069 954-783-6922	Yes	Paving / Dump Truck Rental	MBE/SDB	Florida Dept. of Transportation	Hourly Quote
Commerical Diver Services	Gino Gargiulo 413 SW 3rd Ave Ft Lauderdale, FL 33315	Yes	Diving Services	SBD	Broward County	Hourly Quote

Proponent Company Name: Shenandoah General Const. Co. Project Name: Storm Drain Clean/Repair/Maintenance Contract #: RFP-2018-167-EH

Authorized Principal: Daniel DiMura Proponent Contact Number: 954-975-0098

Signature: _____ Date: June 20, 2018

*SDB Firms are certified by the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council (SFMSDC), School Board of Broward County, Women Business Enterprise National Council [Florida], Broward County Government, Palm Beach County Government and Miami - Dade County Government.

Form: SDB-2

ATTACHMENT C4



OFFICE OF SUPPLIER RELATIONS AND DIVERSITY SMALL DISADVANTAGED BUSINESS (SDB)

SUBCONTRACTOR/ SUPPLIER UTILIZATION

(List all Small Disadvantaged Business Enterprise including Small, Disadvantaged, Minority and Women Business Enterprises Subcontractors/suppliers to be used on this project.)

Company Name of Sub-contractor/ Supplier	Contact Name and Phone Number	Business License? (Yes or No)	NIGP Code	Type of Work to be Performed	SDB Status <small>White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran</small>	*Certification Agency Name (attach copy of Certification)	Dollar (\$) Value of Work or Supplies	Percentage of Total Contract Amount
Equipment Rental Service Inc.	Sheryl Brown 561-683-6400	Yes		Small Equipment Rental	WBE	School Board of Broward County	TBD	TBD
Stanford & Sons Trucking Corp	A. Abdul 954-783-6922	Yes		Paving & Dump Truck Rental	MBE / SDB	Florida Dept. of Transportation	\$ 70.00	0.5%
Commercial Diver Services	Gino 954-245-4811	Yes		Diving Service	SDB	Broward County (Pending)	\$ 425.00	3%

Total SDB% 3.5

Proponent Company Name: Shenandoah General Const. Co. Project Name: Storm Drain Clean/Repair/Maintenance Contract #: RFP-2018-167-EH

Authorized Principal: Daniel DiMura Proponent Contact Number: 954-975-0098
Signature: _____ Date: June 20, 2018

*SDB Firms are certified by the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council [SFMSDC], School Board of Broward County, Women Business Enterprise National Council [Florida], Broward County Government, Palm Beach County Government and Miami - Dade County Government.

Form: SDB-3



REPORT OF SUBCONTRACTOR/SUPPLIER UTILIZATION
Please Submit Report to: The Office of Supplier Relations and Diversity
6400 NW 6th Way, 2nd Floor, Fort Lauderdale, FL 33309
or Fax to: 954-201-7330
(For questions completing this report call 954-201-7307)

ATTACHMENT C5

Company/Construction Manager/Contractor: Shenandoah General Construction Company							
Address: 1888 NW 22 Street, Pompano Beach, FL 33069						Phone: 954-975-0098	
Project Name: Storm Drain Clean/Repair/Maintenance			For the Time Period of:		SDB Participation Goal (%):		
Is Contracting Company a Certified SDB (including Small Minority, Women and Disadvantaged Firms) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						Contract Value (\$):	
Type of Project: <input type="checkbox"/> Construction <input type="checkbox"/> Design <input type="checkbox"/> Construction Management <input type="checkbox"/> Other _____							
Subcontractor/Supplier Company Name	Contact Name and Phone Number	SDB Status White Male, African American, Hispanic American, Native American, Asian American, Woman, Service Disabled Veteran	*Certification Agency Name (attach copy of Certification)	Scope of Work	NIGP Code	Monthly Payment	Amount Paid to Subcontractor/ Supplier

*Broward College recognizes certifications from the State of Florida Office of Supplier Diversity, Southern Florida Minority Business Development Council [SFMSDC], School Board of Broward County, Women Business Development Center [Florida], Broward County Government, Palm Beach County Government and Miami Dade County Government.

The undersigned ensures that each entity listed above performs a commercially useful function as defined in the Small Disadvantaged Business Program of Broward College. The undersigned also affirms that all payments listed above are true and correct.

Signature of Authorized Principal

June 20, 2018

Date

Daniel DiMura, Vice President (954) 975-0098

Title / Telephone Number

(See separate Adobe PDF document in DemandStar)

<https://www.demandstar.com/>

- Please see the Cost Proposal Form(excel document) posted on demandstar.com.
- **Proposers are requested to submit all pricing on Cost Proposal Form sheet posted in Excel format.**
- For labor in increments of less than ½ hour, established rate shall be prorated.
- Hourly rate shall start upon commencement of work at job site and terminate upon departure from jobsite
- All prices bid/proposed shall be in full accordance with the terms, conditions, and specifications stated herein.
- As specified, prices quoted shall include inside delivery to the specified College campus(es), centers and/or facilities within Broward County, Florida.
- Working Hours: The standard workweek shall be considered Monday through Friday, from 7:00 am to 4:00 pm, excluding normal federal holidays granted to College employees. All other times are considered non-standard.
- Contractor shall work during college non-standard working hours, college off-hours, recess periods, college authorized holidays or legal holidays, and/or weekends at no additional cost to College.
- All costs related to hourly labor rates, whether during standard workweek business hours or for emergency service not during standard workweek business hours, shall be included in your bid/proposal.
- The bidder proposes and agrees to provide all materials, labor, supervision, services, travel, transportation, fuel cost, equipment, tools, etc., to perform the work required in accordance with the RFP documents for Storm Drain Cleaning, Repairs and Maintenance for the following pricing:

A copy of the itemized parts and materials invoice from the contractor's supplier must be included with all billings to Broward College for parts and materials in order to verify mark-up.

College may elect to supply large dollar items if it is able to procure these items at a lower cost.

(See separate Excel document in DemandStar – five (5) pages)

<https://www.demandstar.com>

Broward College
DRUG-FREE WORKPLACE CERTIFICATION (F.S. 287.087)

RFP-2018-167-EH
ATTACHMENT F

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

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

This sworn statement is submitted to The COLLEGE,

by Daniel DiMura, Vice President
(Print individual's name and title)

for Shenandoah General Construction Company
(Print name of entity submitting sworn statement)

whose business address is 1888 NW 22 Street, Pompano Beach, FL 33069

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1707673
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.) I certify that I have established a drug-free workplace program and have complied with the following:

1. Published 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. Informed employees about the dangers of drug abuse in the workplace, the business' 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. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 days after such conviction.
5. Will impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this 20 day of June, 2018.

Personally Known X

OR Produced identification _____ Notary Public - State of Florida

_____ My commission expires _____

(Type of identification) _____

Broward College
NON-DISCLOSURE AGREEMENT

RFP-2018-167-EH
ATTACHMENT G

**NOTE: THIS DOCUMENT IS ONLY TO BE COMPLETED BY
THE AWARDED VENDOR.**

This Agreement is by and between _____ (Vendor), a corporation with offices at _____, and The Board of Trustees of Broward College for Broward College (the College) with offices at 6400 NW 6th Way, Fort Lauderdale, FL 33309 (each a "Party" and, together, the "Parties").

In connection with a prospective business relationship, each Party may disclose to each other certain confidential and/or proprietary information that the disclosing Party regards as "Confidential Information," as described below.

In consideration of the receipt of such Confidential Information, the Parties hereto agree as follows:

1. For the purpose of this Agreement, Confidential Information shall include any information or data of a confidential nature, including, but not limited to proprietary, developmental, technical, marketing, sales, operating, customer lists and any information related to customers of a party, supplier lists, cost and know-how information as well as information relating to business, financial condition, results of operations, prospects, assets, properties and processes, in whatever media stored, which is disclosed pursuant to this Agreement. The fact that the Parties are contemplating a business arrangement shall constitute Confidential Information.

2. Vendor shall establish administrative, technical and physical safeguards for THE COLLEGE's customer records and information in Vendor's control or possession from time to time. Such safeguards shall be designed for the purpose of, (1) ensuring the security of such records and information; (2) protecting against any anticipated threats or hazards to the security or integrity of such records and information; and (3) protecting against unauthorized access to or use of such records and information that would result in substantial harm or inconvenience to THE COLLEGE.

To the extent that any of THE COLLEGE's information or records in Vendor's control or possession from time to time constitutes "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act ("HIPAA") and regulations issued thereunder, or that constitutes "protected education records" as that is defined in the Family Education Rights and Privacy Act ("FERPA") Vendor shall maintain the confidentiality and security of that information as required of THE COLLEGE under HIPAA and FERPA respectively.

3. The Parties agree that disclosure and receipt of Confidential Information is for the purposes of considering a possible business arrangement and for no other purpose and that only those employees, agents and advisors of each Party having a need to know shall be privy to said Confidential Information and each shall be required by the Parties to abide by the obligations of this Agreement,

4. Any Confidential Information received by any Party under this Agreement shall:

(a) not be copied or distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its employees or authorized agents or advisors who have a reasonable need to know said Confidential Information, and who agree to be bound by the terms of this Agreement;

(b) be treated by the, receiving Party with the same degree of care to avoid disclosure to any third party as is used with respect to the receiving Parties own information of like importance which is to be kept secret;

(c) not be used by the receiving Party for its own purposes or any other purpose except the purpose set forth above, other than as otherwise expressly stated herein, without the express written permission of the disclosing Party; and

(d) remain the property of the disclosing Party, and be returned to the disclosing Party (along with all copies thereof) within two days of receipt by the receiving Party of a written request from the disclosing Party setting forth that the Confidential Information be returned.

5. The obligations of Paragraph 4 shall not apply however to any information which:

(a) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party;

(b) was, as between the Parties, lawfully in the receiving Party's possession prior to receipt from the disclosing Party, as evidenced by the receiving Party's written records;

(c) is received independently from a third party free from any obligation to keep said information confidential;

(d) is independently developed by the receiving Party without reliance upon any of the Confidential Information; or

(e) is disclosed pursuant to an order of a governmental agency or court order, provided that the receiving Party shall give prompt written notice to the disclosing Party of the existence of such order and an opportunity to oppose or object to such order, unless the receiving Party is restrained by law or order of a court from doing so.

6. Nothing herein shall obligate either Party to disclose to the other any Confidential Information. Neither Party hereto shall be obligated to compensate the other for exchanging any information pursuant to this Agreement, nor have any representations or warranties of any kind been given hereunder with respect to Confidential Information disclosed pursuant hereto.

7. It is expressly understood and acknowledged by Vendor that any breach or threatened breach of this Agreement cannot be remedied solely by the recovery of damages and that in the event of a breach or threatened breach hereof by Vendor, THE COLLEGE may pursue both injunctive relief and any and all other remedies available at law or in equity for any such breach or threatened breach, including the recovery of damages and reasonable attorneys' fees and costs.

8. Neither Party shall have any obligation to enter into any further agreement with the other except as it, in its sole judgment, may deem advisable. No patent, copyright, trademark or other proprietary right or license is granted by this Agreement. The disclosure of Confidential Information and materials, which may accompany the disclosure, shall not result in any obligation to grant the receiving Party rights therein.

9. This Agreement shall be effective as of the date of the last signature as written below. The rights and obligations arising hereunder with respect to any Confidential Information delivered shall survive any termination of this Agreement.

10. Each Party represents that it possesses all necessary powers, right and authority to lawfully make the disclosures subject to this Agreement.

11. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior communications, agreements and understanding. The provisions of this Agreement may not be modified, amended, nor waived, except by a written instrument duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns and may not be assigned by either Party without the prior written consent of the other. This Agreement shall be governed by Florida law.

IN WRFPESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on dates specified below.

Name of Vendor:

The Board of Trustees of Broward College

By: _____

By: _____

Printed Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Broward College | **RFP-2018-167-EH**
NON-COLLUSION AFFIDAVIT | **ATTACHMENT H**

State of Florida)

) ss.

County of Broward)

Daniel DiMura being first duly sworn, deposes and says that:

- (1) He/she is the Vice President
(Owner, Partner, Officer, Representative or Agent)
of Shenandoah Gen. Const. Co., the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder 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 Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid 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 Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Jennifer Breier

By:

Daniel DiMura
(Printed Name)

Vice President
(Title)

(Affidavit continued on next page)

Non-Collusion Affidavit, continued

Non-Collusion Affidavit, continued

ACKNOWLEDGMENT

State of Florida
County of Broward

On this the 20 day of June, 2018, ~~2011~~, before me, the undersigned

Notary Public of the State of Florida, personally appeared Daniel DiMura

(Name(s) of individuals(s))

and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

☒ Personally known to me, or

☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or

☐ DID NOT take an oath.

OPTIONAL INFORMATION:

Type of Document: _____ Number of Pages: _____

Number of Signatures Notarized: _____

Broward College
PUBLIC ENTITY CRIMES STATEMENT

RFP-2018-167-EH
ATTACHMENT I

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. See: Section 287.133(2) (a), Florida Statutes.

A "public entity crime" 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 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. See: Section 287.133(1) (g), Florida Statutes.

"Convicted" 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. See: Section 287.133(1) (c), Florida Statutes.

An "affiliate" means (1) a predecessor or successor of a person convicted of a public entity crime; or (2) 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 a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate. See: Section 287.133(1) (a), Florida Statutes.

The Proposer hereby certifies that (1) it and its affiliates have not been placed on the convicted vendor list within the past 36 months or (2) any listing of the Proposer or any of its affiliates on the convicted vendor list has been removed pursuant to Section 287.133(3)(f), Florida Statutes. If the Applicant or an affiliate has been removed from the convicted vendor list pursuant to Section 287.133(3) (f), Florida Statutes, the name of the convicted Applicant or affiliate is as follows:

N/A

State Name of **Convicted** Applicant or Affiliate or N/A Here

Name of Firm: Shenandoah General Construction Company

Address of Firm: 1888 NW 22 Street, Pompano Beach, FL 33069

Signature for the Firm:

Title of Person Signing for the Firm: Daniel DiMura, Vice President

Signature of Witness:

Witness' Relationship to the Firm: Jennifer Breier

Administrative Assistant

(See separate PDF document in DemandStar)

<https://www.demandstar.com>

ACCESS TO BROWARD COLLEGE BUILDING PLANS

The Owner desires to provide the Contractor with access to certain building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats of Owner existing buildings, buildings under construction and buildings that may be constructed (collectively, "Building Plans").

For security reasons, the Building Plans are classified as exempt under Florida's public records laws but may be released by the Owner under certain circumstances.

The Contractor and/or its principal is a licensed architect, engineer, or contractor permitted to receive the Building Plans under Florida's public records law.

The Contractor, in consideration of being provided access to the Building Plans in connection with work or potential to perform work on behalf of the Owner, agrees as follows:

1. Contractor will not use any of the Building Plans for any purpose other than as authorized by the Owner. The Building Plans shall be held in confidence by Contractor. Prior to disclosure of the Building Plans to Contractor's agents, representatives, associates and consultants, Contractor shall obtain a written agreement from such parties agreeing to be bound by the terms and conditions hereof. Contractor acknowledges and agrees that it is responsible for a breach of these Terms and Conditions by any of Contractor's employees, agents, representatives, associates, or consultants with whom Contractor has shared the Building Plans. Contractor agrees to treat Building Plans with the same degree of care to prevent the loss, unauthorized use, dissemination, publication, or disclosure of the Building Plans as the Contractor employs with respect to its own confidential information of a sensitive nature, but no less than reasonable care.
 2. These terms and conditions, together with any additional terms provided by Owner, in writing, in connection with Contractor's access the Building Plans, if any, constitutes a complete statement of all of the arrangements between the parties as of the date hereof with respect to the Contractor's access to the Building Plans, and supersedes all prior agreements and understandings between them with respect thereto.
 3. These terms and conditions shall be construed in accordance with the internal laws of the State of Florida. Venue for all claims or other causes of action arising out of these terms and conditions shall be in Broward County, Florida.
-



EXECUTIVE SUMMARY

Broward College Board of Trustees authorized the amendment with Shenandoah General Construction Company for storm drain cleaning, repairs, and maintenance (RFP-2018-167-EH) to include dump truck with operator for one hour. Fiscal Impact: Additional spend authority not requested. Spend authority approved at the December 11, 2018, meeting.

Presenter(s): John Dunnuck, Chief Operating Officer
Kenneth Klindt, AVP, Facilities Management

Purpose: Collier County (FL) Government desires to piggyback the contract although they also need dump truck services which isn't part of the original contract. Collier County (FL) Government requested Broward College to add the dump truck services to the contract. While the College may also have some need for the added services it isn't expected to be significant.

Return on Taxpayer or Student Investment: Provides a safe and clean environment college-wide.

How does this impact student success: Supports student success by providing a safe and clean environment college-wide.

What specific goal of the Strategic Plan is advanced through this action: Supports student success by providing environments college-wide. Goal 1, increase student success by providing a comfortable learning environment.

Small Business Firm (Yes, No, N/A): No

Broward Firm (Yes, No, N/A): Yes

FISCAL IMPACT:

Description: The fiscal impact was previously approved under a minute traq item number 5281. No additional funds are requested for the added services identified in the amendment since the originally approved funding is estimated to be sufficient.

John Dunnuck
John Dunnuck, COO

12/10/2019

John Dunnuck
John Dunnuck, COO

1/10/2020



CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services ("Contract") is entered into as of 2018 between the District Board of Trustees of Broward College, Florida ("College") and Shenandoah General Construction Company ("Vendor") (collectively, the "Parties"), will be in effect until 3 years after execution ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Sean Devaney, sdevaney@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Vendor and other persons employed or utilized by the Vendor in the performance of the Contract. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees for any claim or lawsuit brought alleging infringement of any intellectual property right based on any software, books, articles or any other materials ("Materials") used by Vendor in accordance with this Contract. Vendor warrants that the materials are owned by or licensed to the Vendor. Vendor is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Contract. This paragraph shall survive the expiration or termination of this Contract.

4. TERMINATION FOR DEFAULT.

A "material breach" of this Contract is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Contract. If the Vendor materially fails to fulfill its obligations under this Contract, the College will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The Vendor shall have thirty (30) days to cure the breach. If the Vendor fails to cure the breach within the thirty (30) day period, the College shall issue a Termination for Default Notice. The College may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

5. TERMINATION FOR CONVENIENCE.

The College may terminate this Contract with or without cause at any time for convenience upon 30 calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work, which is attached hereto and incorporated herein as Exhibit "A." The College shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this Contract. The College may withhold all payments to the Vendor for such work until such time as the College determines the exact amount due to the Vendor.

6. AUDIT.

The Vendor shall maintain all records, books and documents pertinent to the performance of this Contract in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Contract. Records relating to any legal disputes arising from performance under this Contract shall be made available until final disposition of the legal dispute. If the audit reveals that Vendor owes the College any funds, Vendor shall pay for the audit and return all funds to the College immediately.

7. NONDISCRIMINATION.

The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age gender, marital status, sexual orientation or any other basis prohibited by law from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

8. PUBLIC ENTITY CRIMES/SDN LIST.

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

- (a) Keep and maintain public records required by the College to perform the service.
- (b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the College.
- (d) Upon completion of the Contract, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College
- (e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COLLEGE AT (954) 201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO

COMPLY WITH FLORIDA LAW AND THIS CONTRACT WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS CONTRACT AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 4.

10. NO WAIVER OF SOVEREIGN IMMUNITY.

Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Contract and shall be fully binding until such time as any proceeding brought on account of this Contract is barred by any applicable statute of limitations.

11. COLLEGE'S TAX EXEMPTION.

The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Contract.

12. ASSIGNMENT/GUARANTOR.

The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

13. FORCE MAJEURE.

Notwithstanding any provisions of this Contract to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Contract that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Contract shall otherwise remain in effect.

14. AMENDMENTS.

This Contract may be amended only when reduced to writing and signed by both Parties.

15. ENTIRE AGREEMENT.

This Contract states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Contract. The acceptance or acquiescence of any course of performance rendered under this Contract shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Contract shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

16. COMPLIANCE.

The Vendor, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract.

17. APPLICABLE LAW/VENUE.

The laws of the State of Florida shall govern all aspects of the Contract. In the event it is necessary for either Party to initiate legal action regarding the Contract, venue for all claims shall be in Broward County, Florida.

18. VENDOR NOT TO LIMIT WARRANTY.

The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this Contract void, at the option of the College. The Vendor warrants that the services comply with the deliverables in the Statement of Work, and are expressly fit for their particular purpose, and are in accordance with industry standards.

19. TERMS/PROVISIONS.

Should any term or provision of this Contract be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Contract, and the Contract shall remain operable, enforceable and in full force and effect to the extent permitted by law.

20. STATEMENT OF SERVICES.

The Vendor shall, to the satisfaction of the College, fully and timely perform all work items described in the Statement of Work. As part of the services to be provided by the Vendor under this Contract, the Vendor shall substantiate, in whatever form reasonably requested by the College, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions. This requirement shall survive the expiration or termination of this Contract. The Parties agree that time is of the essence in the performance of each and every obligation hereunder. It is the Vendor's responsibility to advise its employees or hired workers of the nature of the project, as described in the Contract and the Statement of Work attached hereto. The Vendor shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The College may provide additional guidance and instructions to the Vendor's employees or hired workers where necessary or appropriate as determined by the College. The Vendor agrees to abide by any and all additional guidance and instructions.

21. COMPENSATION/CONSIDERATION.

The total consideration for all work required by the College pursuant to the Contract shall not exceed the amount indicated in the Statement of Work. Should the Vendor incur any travel expenses, payment for such travel will be in accordance with Section 112.061, Florida Statutes. The Vendor shall supply the College with receipts and supporting documentation for all reimbursable travel expenses. The Vendor, by executing the Contract, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this Contract is subject to multi-year funding allocations, funding for each applicable fiscal year of this Contract will be subject to College Board of Trustees budgetary appropriation. In the event the College does not approve funding for any subsequent fiscal year, this Contract shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Contract to the contrary. The College will notify the Vendor of the termination in writing.

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$3,000,000 in general liability insurance, \$1,000,000 in automobile liability insurance, \$0 in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

The Vendor, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the Contract. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.

25. INDEPENDENT CONTRACTOR.

The Vendor shall be considered an independent contractor and nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor between the Parties and their respective employees, agents, subcontractors or assigns, during or after the term of the Contract. Both Parties are free to enter into contracts with other Parties for similar services. The College assumes no duty with regard to the supervision of the Vendor and the Vendor shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the Contract. In the event the Vendor is a sole proprietor, the Vendor is responsible for submitting legally required tax returns to the Federal Government.

26. DISPUTES.

In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing.

27. IMMIGRATION.

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

28. CHANGE IN PERSONNEL.

The College may at any time and at its sole discretion request that the Vendor replace any Vendor personnel provided by the Vendor to work on this Contract if the College believes that it is in the best interest of the College to do so. The College may, but will not be required to, provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the College's written request for a change of personnel. The Vendor shall place the above language in any contract that it has with subcontractors. The Vendor will enforce the replacement of subcontractor personnel upon a request by the College.

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College

will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

Vendor who has long term onsite workers performing work at College facilities agrees to be bound by the College policies and standards of conduct listed in the "Contractor Policy Code Acknowledgement Form," which is attached hereto and incorporated herein as Exhibit "B."

30. MARKETING.

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

31. EMPLOYMENT BENEFITS.


Vendor expressly understands and agrees that Vendor, its officers, agents, and employees, are not entitled to any employment benefits from the College.

32. STOP WORK ORDER.

The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate danger to the College, the Vendor or the public, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the Vendor to the College. If this provision is invoked, the College shall notify the Vendor in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The Vendor shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the College is received. If deemed appropriate by the College and in the event work is resumed, the College may amend this Contract to reflect any changes to the Statement of Work and/or the project schedule.

33. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C."



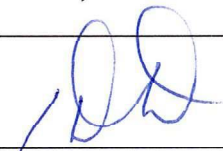
College Vendor

FOR VENDOR USE ONLY

Vendor Name (type) Shenandoah General Const. Co. Tax ID No. 59-1707673

Authorized Representative Daniel DiMura Title Vice President

Address 1888 NW 22 Street, Pompano Beach, FL 33069 Telephone 954-975-0098

Signature of Vendor  Date 11/26/18

Attested By Name (type) Kenneth R Jackson Title Sec/Treas

Signature of Attester  Date Signed 11/26/18

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President Thomas W. Olliff Title SVP, Administrative Services

Signature _____ Date 11/27/2018

DocuSigned by:
Thomas W. Olliff
A1267F44E088457...

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____



Contract for Services

Statement of Work

Exhibit "A"

CONTRACT TERM AND RENEWALS: The contract commences on the date of the last executed signature and continues for a period of three (3) years. The term of the contract may, by mutual agreement between College and the Vendor, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 90 days beyond the expiration date of the final renewal period. Procurement Services Department will, if considering renewal, request a letter of intent to renew from each Vendor. The Vendor will be notified when the recommendation has been acted upon by the College. All prices submitted shall be firm for the term of the contract unless agreed to otherwise in writing.

This contract includes the terms and conditions and provisions of RFP-2018-167-EH and the Vendors response. In the event of a conflict between the documents, the order of priority shall be as follows:

- 1) Contract
- 2) Amendments to the RFP, if any, with the latest taking precedence and chronologically thereafter
- 3) RTQ
- 4) Amendments to the Vendor response/proposal, if any, with the latest taking precedence and chronologically thereafter
- 5) Vendor response/proposal

SCOPE

Vendor(s) shall provide Storm Drain Cleaning, Repairs and Maintenance at college-wide locations as identified and described by the Facilities Department. The Vendor shall provide the services on an as-needed and project-by-project basis, based on the needs of the College, which will be described in subsequent Purchase Order(s) to be issued.

LICENSE(S)

The Proposer will be responsible for obtaining and paying for all necessary licenses and permits, and providing copies to College representative. Proposer will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida, and shall provide copies of these licenses and/or permits to College upon request. Failure to maintain required licenses and permits shall be cause for termination.

FLORIDA STATE: CERTIFIED GENERAL CONTRACTOR;



OR

CERTIFIED PLUMBING CONTRACTOR;

OR

CERTIFIED UNDEGROUND UTILITY AND EXCAVATION CONTRACTOR;

OR

BROWARD COUNTY:

CERTIFIED BUILDING CONTRACTOR CLASS "A";

(MUST BE REGISTERED WITH THE STATE OF FLORIDA)

OR

CENTRAL MASTER PLUMBER;

(MUST BE REGISTERED WITH THE STATE OF FLORIDA)

OR

GENERAL ENGINEERED CONSTRUCTION BUILDER;

OR

PRIMARY PIPELINES (WATER, SEWER, DRAINAGE) - CLASS "A"

Any work performed not within the scope of the above contract must be performed by a licensed subcontractor.

PERMITS/FEEES

College will pay permit fees directly to its Consultant(s); Storm Drain Vendor is not required to pay permit fees.

Other than permit fees, the Vendor shall be responsible for obtaining and paying fees. Payment for fees shall be reimbursed to the Vendor utilizing "pass-thru". Such fees include, but are not limited to, fees and dumping fees for all line items. A copy of the dumping fees receipt shall be submitted with the Vendor's invoice for payment. The College will not pay for illegal or improper disposal of debris/waste. Vendor will invoice the College for reimbursement. No mark-up shall be allowed.

DEBRIS, WASTE AND CHEMICALS



Vendor(s) shall be responsible for the prompt removal of all debris, which is a result of services.

Vendor(s) shall apply and dispose of all chemicals and waste in a manner that complies with all local, state and federal laws and regulations

SUBCONTRACTORS

Due to environmental and liability concerns, no subcontracting will be allowed.

TRAFFIC CONTROL

Vendor(s) shall be responsible for training and compliance with all OSHA standards pertaining to confined space entry and D.O.T. regulations for traffic control. BC's representative reserves the right to shut down any job site for unsafe conditions.

RESPONSE TIME

Schedule for routine maintenance shall be coordinated with the College.

All regular maintenance shall be performed during the College's normal working hours (7:00 A.M. to 4:00 P.M., Monday through Friday) unless otherwise authorized by the College.

Work may be performed at hours other than normal business hours at the direction and discretion of the College's Facilities Management Department Site Representative. Arrangements must be approved in advance.

The Vendor shall stand ready and be available to perform overtime work when requested to do so by the owner.

Due to the nature of the College's operational needs, Vendor understands and agrees that it may be necessary to perform certain service or repairs during non-normal work hours, including weekends and holidays. All work times shall be coordinated with the College.

If College requests an Emergency Mobilization and provides a verbal scope to the Vendor, the Vendor shall have six (6) hours to set up at the site of the emergency and begin work. The Vendor must submit an estimate to the College within 24 hours of the day of emergency mobilization.

Vendor(s) shall provide a contact person to ensure twenty-four hours response.



EMERGENCY CALL-OUT

Emergency call-out is responding on short notice to perform any of the services listed in this RFP. This may be required outside of normal working hours such as after 4:00 p.m. or on weekends or holidays. Emergency call out response time will be two (2) hours after initial contact with Vendor(s). Vendor(s) should submit and maintain a valid emergency list consisting of no less than three (3) local contact numbers for no less than three (3) company representatives to be submitted with the bid or upon request.

PROTECTION OF EXISTING FACILITIES

The Vendor shall take all necessary precautions during the period of the service to protect existing facilities from damage by workmen and shall repair or replace, at its; own expense, any damage to property caused by their employees or suppliers.

CLEANING UP

The Vendor at all times shall keep the premises free from accumulation of waste materials and rubbish caused by their operations and from leaks and spillage from equipment. Upon completion of the work, he shall remove all their waste materials and rubbish from and about the installation, as well as all their tools, equipment, machinery, and surplus materials, and shall clean all building surfaces and leave the work area clean.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE)

Proposer shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this RFP that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that College shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Associate Vice President for Business Services & Resource Management. Vendor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

Contract for Services
Prices
Exhibit A-1

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
TV Viewing					
1	Storm Drain {Video Camera} Observation 0 - 48" Log/Written Report	Linear Ft	1	\$6.00	\$6.00
2	Storm Drain {Video Camera} Observation 49" - 72" Log/Written Report	Linear Ft	1	\$20.00	\$20.00
3	Cleaning Box Culverts of Debris and Bituminous Materials Removed	Per Ft	1	\$30.00	\$30.00
Plug Installation & Removal {Includes Minimum Weekly Rental} for:					
4	0" to 12" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00	\$1.00
5	15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$5.00	\$5.00
6	36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$10.00	\$10.00
7	48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$15.00	\$15.00
8	72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$25.00	\$25.00
Pumping					
9	4"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$25.00	\$25.00
10	6"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$35.00	\$35.00
11	8"hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$40.00	\$40.00
GENERAL MAINTENANCE AND REPAIRS					
Slip Lining or Equivalent Elliptical Circumference with HDPE Smooth Wall Fused Pipe					
12	Slip Lining 15" Pipe	Linear Ft	1	\$67.00	\$67.00
13	Slip Lining 18" Pipe	Linear Ft	1	\$75.00	\$75.00
14	Slip Lining 24" Pipe	Linear Ft	1	\$80.00	\$80.00
15	Slip Lining 30" Pipe	Linear Ft	1	\$95.00	\$95.00
16	Slip Lining 36" Pipe	Linear Ft	1	\$130.00	\$130.00

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
17	Slip Lining 42" Pipe	Linear Ft	1	\$182.00	\$182.00
18	Slip Lining 48" Pipe	Linear Ft	1	\$305.00	\$305.00
19	Slip Lining 54" Pipe	Linear Ft	1	\$322.00	\$322.00
20	Slip Lining 60" Pipe	Linear Ft	1	\$370.00	\$370.00
21	CIPP 15" Pipe 15 x 6.7 mm {Burial Depth is 0-6'}	Linear Ft	1	\$70.00	\$70.00
22	CIPP 15" Pipe 15 x 8.2 mm {Burial Depth is 6-12'}	Linear Ft	1	\$75.00	\$75.00
23	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$82.00	\$82.00
24	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$85.00	\$85.00
25	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$96.00	\$96.00
26	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$105.00	\$105.00
27	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6')	Linear Ft	1	\$121.00	\$121.00
28	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$126.00	\$126.00
29	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$146.00	\$146.00
30	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$162.00	\$162.00
31	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6')	Linear Ft	1	\$210.00	\$210.00
32	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$210.00	\$210.00
33	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$258.00	\$258.00
34	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$259.00	\$259.00
35	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$431.00	\$431.00
36	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$431.25	\$431.25
37	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6')	Linear Ft	1	\$573.00	\$573.00
38	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12')	Linear Ft	1	\$550.00	\$550.00
39	CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6')	Linear Ft	1	\$671.00	\$671.00
40	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$661.00	\$661.00
41	CIPP 72" Pipe x 30.4 mm Linear Ft	Linear Ft	1	\$772.00	\$772.00
42	CIPP 84" Pipe x 35.5 mm Linear Ft	Linear Ft	1	\$895.00	\$895.00

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
43	CIPP 96" Pipe x 40.6 mm Linear Ft	Linear Ft	1	\$1,100.00	\$1,100.00
PIPE CLEANING					
Pipe Cleaning and Sediment removal (Light Cleaning)					
44	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$0.50	\$0.50
45	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$0.75	\$0.75
46	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$1.00	\$1.00
47	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$1.25	\$1.25
48	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$1.50	\$1.50
49	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$2.00	\$2.00
50	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$2.50	\$2.50
51	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$2.75	\$2.75
52	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$3.00	\$3.00
53	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$4.00	\$4.00
54	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$5.00	\$5.00
55	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$6.00	\$6.00
56	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$7.00	\$7.00
Pipe Cleaning and Sediment Removal (Medium Cleaning)					
57	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$1.00	\$1.00
58	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$1.25	\$1.25
59	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$1.50	\$1.50
60	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$2.00	\$2.00
61	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$2.50	\$2.50
62	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$3.25	\$3.25
63	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$3.50	\$3.50
64	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$4.00	\$4.00
65	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$7.00	\$7.00
66	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$8.00	\$8.00

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
67	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$10.00	\$10.00
68	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$15.00	\$15.00
69	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$35.00	\$35.00
Pipe Cleaning and Sediment Removal (Heavy Cleaning)					
70	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$5.50	\$5.50
71	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$6.25	\$6.25
72	72 Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$7.00	\$7.00
73	73 Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$9.00	\$9.00
74	74 Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$10.25	\$10.25
75	75 Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$17.00	\$17.00
76	76 Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$19.00	\$19.00
77	77 Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$19.00	\$19.00
78	78 Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$20.00	\$20.00
79	79 Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$21.00	\$21.00
80	80 Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$23.00	\$23.00
81	81 Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$27.00	\$27.00
82	82 Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$38.00	\$38.00
Pipe Cleaning and Sediment Removal (Specialty Cleaning)					
83	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$10.00	\$10.00
84	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$10.00	\$10.00
85	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$10.00	\$10.00
86	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$12.00	\$12.00
87	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$15.00	\$15.00
88	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$20.00	\$20.00
89	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$30.00	\$30.00
90	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$35.00	\$35.00
91	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$40.00	\$40.00

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
92	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$45.00	\$45.00
93	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$50.00	\$50.00
94	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$60.00	\$60.00
95	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$70.00	\$70.00
Open Cut / Headwall Repairs & Other Services					
96	Construction Foreman	Hour	1	\$55.00	\$55.00
97	Equipment Operator	Hour	1	\$150.00	\$150.00
98	Laborer	Hour	1	\$35.00	\$35.00
99	Pipe Layer	Hour	1	\$37.00	\$37.00
100	Welding (Above & Below Water)	Hour	1	\$75.00	\$75.00
101	Diving Crew (3 Man Team) Certified	Hour	1	\$450.00	\$450.00
102	Crane 100 Ton & Below	Hour	1	\$80.00	\$80.00
103	Track or Wheeled Excavator	Hour	1	\$50.00	\$50.00
104	Stick Tracked Excavator (60' or Greater)	Hour	1	\$60.00	\$60.00
105	Wheel Loader	Hour	1	\$40.00	\$40.00
106	Backhoe Loader	Hour	1	\$30.00	\$30.00
107	Bulldozer	Hour	1	\$15.00	\$15.00
108	Double Drum Compactor	Hour	1	\$15.00	\$15.00
109	Vibratory Plate Compactor Hr.	Hour	1	\$15.00	\$15.00
110	100 CFM Air Compressor with Hammer	Hour	1	\$30.00	\$30.00
111	De-Watering	Hour	1	\$85.00	\$85.00
112	Asphalt Pavement Replacement	Tons	1	\$170.00	\$170.00
113	Lime Rock	Tons	1	\$50.00	\$50.00
114	Dirt	Tons	1	\$25.00	\$25.00
115	Driveway Restoration (4" thick) Removal and Installation	Sq. Ft.	1	\$25.00	\$25.00
116	Driveway Restoration (6" thick) Removal and Installation	Sq. Ft.	1	\$30.00	\$30.00
117	Mitered Ends	Sq. Ft.	1	\$45.00	\$45.00

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (to two decimal places)	TOTAL
118	Pressure Grout Injection	Joints	1	\$225.00	\$225.00
119	Bahia Sod	Sq. Ft.	1	\$1.30	\$1.30
120	Floratan Sod	Sq. Ft.	1	\$1.50	\$1.50
121	Rip Rap Rubble 6" - 12"	Tons	1	\$75.00	\$75.00
122	Rip Rap Bag (80 lb. Bags)	Each	1	\$12.00	\$12.00
123	Concrete Pillow Blanket slope protection	Square Yard	1	\$55.00	\$55.00
124	Silt Screen Installation & Removal per 100 ft.	Each	1	\$400.00	\$400.00
125	Mobilization Fee	Each	1	\$300.00	\$300.00
	Material Mark Up %				
	-Cost Plus Percentage may not exceed 10%.				
126	-A percentage of 0 or net cost is acceptable.	%	1	10	\$10.00
GRAND TOTAL:					\$13,334.30

PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

PRICE PROPOSAL FORM (ATTACHMENT E)
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Storm Drain Cleaning, Repairs and Maintenance

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PRICE PROPOSAL FORM (ATTACHMENT E)
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

AMENDMENT NO. 1 ("AMENDMENT") TO CONTRACT FOR SERVICES

This Amendment is made and entered into on _____, to the Contract for Services ("Contract") entered into on November 27, 2018 by and between the District Board of Trustees of Broward College, Florida ("College") and Shenandoah General Construction Company ("Vendor") (Collectively the "Parties").

WHEREAS, Section 14 of the Contract provides that the Contract may be amended only when reduced to writing and signed by both Parties;

WHEREAS, the Parties each desire to amend the Contract as follows:

- 1) Add Item 127 to Contract Exhibit A-1. The Description is "Dump Truck With Operator", Unit is "Hour", Quantity is "1", Unit Price is "\$70.00" and Total is "\$70.00).

WHEREAS, all other terms and conditions of the Contract remain unchanged.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates appearing under their signatures.

VENDOR



Signature

Danny DiMura

Name


VP

Title

11/15/2019

Date

COLLEGE

DocuSigned by:

Signature

John Dunnuck

Name

Chief Operating Officer

Title

1/19/2020

Date



1888 NW 22nd Street
(954) 975-0098

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069
shenandoahus.com

DATE: October 19, 2020
SUBMITTED TO: City of Pembroke Pines
STREET: 601 City Center Way
CITY, STATE & ZIP: Pembroke Pines, FL 33025
PHONE: (954) 518-9018
FAX:
EMAIL: kkennedy@ppines.com
JOB NAME: 24" CMP Pasadena CIPP
ATTENTION: Karl Kennedy, PE

PROPOSAL #P18983

We propose to furnish a crew and all necessary equipment to clean and televise pipe run, remove roots and furnish and install 24" CIPP liner for existing 24" CMP pipe. Perform outfall pipe repair and backfill behind hall. at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

1-Storm Drain 0-48" log/written report	(at \$6.00 Per L.F.)	230 L.F.	\$1,380.00
9-4" Hydraulic pump	(at \$25.00 Per Hour)	10 hour(s)	\$250.00
26-CIPP 24" x 12.4mm	(at \$105.00 Per L.F.)	230 L.F.	\$24,150.00
85-Cleaning & Sediment removal 24" pipe	(at \$10.00 Per L.F.)	230 L.F.	\$2,300.00
96-Foreman	(at \$55.00 Per Hour)	10 hour(s)	\$550.00
97-Equipment Operator	(at \$150.00 Per Hour)	10 hour(s)	\$1,500.00
98-Laborer	(at \$35.00 Per Hour)	20 hour(s)	\$700.00
103-Track or Wheel Excavator	(at \$50.00 Per Hour)	10 hour(s)	\$500.00
105-Loader / Skid Steer	(at \$40.00 Per Hour)	10 hour(s)	\$400.00
114-Dirt	(at \$25.00 Per Ton)	22 Ton(s)	\$550.00
120-Floratom Sod	(at \$1.50 Per Sq.Ft)	200 Sq.Ft	\$300.00
125-Mobilization	(at \$300.00 Lump Sum)	1 Lump Sum	\$300.00
126-Material cost+ 10% (pipe, bands, cement, etc)	(at \$300.00 Estimated)	1 Estimated	\$300.00

Estimated Total: \$33,180.00

NOTE: Work includes removing old outfall CMP pipe on lake side and terminating cured in place liner at concrete retaining wall. Work includes removing 90% of roots in pipe.

Piggyback of unit prices based on Broward College Annual Contract # RFP-2018-167-EH Storm Drain Cleaning, Repairs & Maintenance

NOTE: Due to the fragile condition of the existing pipe(s), the possibility of the pipe collapsing exists during the construction phase. If this unlikely event occurs, we will provide you with an additional estimate for a necessary point repair to complete the lining process. Due to the poor condition of the original host pipe, residual settling may appear at the surface grade, post lining. This condition is not covered under warrantee.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.

(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Price above is only an estimate of foreseen conditions. Unforeseen conditions can affect the amount of time to complete the work, therefore increasing or decreasing estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Unless noted above engineering, permits, testing and bonds are not included in the pricing. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Parties to this proposal/contract expressly waive all tort claims against each other and limit their remedies to breach of contract.



1888 NW 22nd Street
(954) 975-0098

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069
shenandoahus.com

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.
Robson Lima

TITLE
Estimator

DATE
10/19/2020

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME:
REPRESENTATIVE:

DATE:
TITLE:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2020

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

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

PRODUCER Baldwin Krystyn Sherman 4211 W. Boy Scout Blvd. Suite 800 Tampa FL 33607		CONTACT NAME: PHONE (A/C, No. Ext): 813-984-3200 E-MAIL ADDRESS: certificates@bks-partners.com		FAX (A/C, No): 813-984-3201
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Zurich American Insurance Company		16535
		INSURER B: American Guarantee & Liability Ins. Co.		26247
		INSURER C: Evanston Insurance Company		35378
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 1017013850 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	GLO670580701	1/31/2020	1/31/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BAP670580901	1/31/2020	1/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	AUC008607105	1/31/2020	1/31/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WC670580801	1/31/2020	1/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability Occurrence SIR 5,000	Y		MKLTV1ENV102268	1/31/2020	1/31/2021	Each Incident 1,000,000 Aggregate 2,000,000

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

City of Pembroke Pines Additional Insured with respects to General Liability, where required by written contract.30 days' notice of cancellation applies, except for nonpayment of premium, which is 10 days.

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines
 601 City Center Way
 Pembroke Pines FL 33025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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