

TOWN OF HILLSBORO BEACH (“TOWN”)
1210 Hillsboro Mile, Hillsboro Beach, Florida, 33062
Telephone 954-427-4011

REQUEST FOR PROPOSAL

Sealed proposals will be received until November 4, 2019, 2pm local time in the Office of the Town Clerk, located in the Town of Hillsboro Beach, Town Hall, 1210 Hillsboro Mile, Hillsboro Beach, Florida, 33062. Subject to Florida’s public records laws, Proposals will be publicly opened and read aloud immediately thereafter in the Office of the Town Clerk for:

“Special Assessment Methodology for Relocation and Placement of Underground Utility Lines”
RFP No. 2019-004

QUESTIONS ABOUT THE RFP: Questions regarding the project or the proposal process shall be directed in writing to the Town Clerk, Town of Hillsboro Beach, Town Hall, 1210 Hillsboro Mile, Hillsboro Beach, Florida, 33062, or by email to SHenderson@TownofHillsboroBeach.com no later than October 29, 2019, 2pm. Failure by the Town to respond to an inquiry shall not excuse a late or incomplete submission.

The Town desires to hire a Contractor to provide all aspects of a special assessment methodology to be relied upon by the Town to adopt a special assessment pursuant to Chapter 170 of the Florida Statutes for financing the cost and expense of burying all utility lines located in the Town. Specifically, the proposal should utilize all applicable assessment methodologies under Chapter 170 of the Florida Statutes. The Proposal should also include cost apportionment criteria, benefit factors, and the model that will produce the entire Assessment Roll (“Scope of Services”). The full Scope of Services is attached hereto as Exhibit “A”.

Contractor shall furnish all services, equipment, and labor necessary to perform the Scope of Services. Proposer represents to Town, with full knowledge that Town is relying upon these representations when submitting a proposal, that Proposer has the professional expertise, equipment, experience, manpower, and subcontractors to perform the services requested.

Bidding blanks, filing instructions, and specifications may be obtained in the Office of the Town Clerk. This proposal is also advertised on www.townofhillsborobeach.com.

It will be the sole responsibility of the Proposer to clearly mark proposal as such, and ensure that the proposal reaches the Town prior to the opening date and time listed. **One (1) original, three (3) copies, and a digital copy (either flash drive or CD)** must be submitted in sealed packaging and clearly marked “**Sealed Proposal RFP No. 2019–004 Special Assessment Methodology**” on all packaging, including any outer shipping package or envelope.

As a prerequisite for considerations, applicants must furnish evidence of having a minimum of five (5) years’ experience in providing services similar to the Scope of Services, attached hereto as **Exhibit “A”**. Pursuant to the requirements of Section 287.133, Florida Statutes, all qualifiers are subject to those provisions of Florida law pertaining to Public Entity Crimes and the Convicted Vendor List.

Pursuant to Florida law, all responses to this Request for Proposal are exempt public records until thirty (30) days after opening, or award of proposal, whichever is sooner. In the event presentations are necessary, all responders will be required to exit the room during the presentations of the other responders as portions of selection committee meetings at which presentations are made are exempt from Florida’s public meeting laws.

The Town reserves the right to reject any and all proposals, to waive any and all informalities and irregularities, and to accept or reject all or any part of any proposal as they deem to be in the best interest of the citizens of the Town, or the Town may reject proposals and re-advertise.

Sherry D. Henderson, CMC Town Clerk

Advertised: October 9, 2019

SECTION 1: INSTRUCTIONS TO PROPOSERS

The following instructions are given for the purpose of guiding Proposers in properly preparing a proposal. These directions have equal force and weight with the specifications and strict compliance is required with all of these provisions.

1. **QUALIFICATIONS OF PROPOSERS:** The Proposer must possess at least five (5) years demonstrated experience in providing services related to the Scope of Services, attached hereto as **Exhibit "A"**. The Proposer must have experience in providing consulting services to Florida counties and municipalities in special assessments and fee studies.

2. **PERSONAL INVESTIGATION:** Proposers shall satisfy themselves by personal investigation as to the conditions affecting the proposed Scope of Services and the cost.

3. **INCONSISTENCIES:** Any seeming inconsistency between different provisions of specifications, proposal or contract, or any point requiring explanation must be inquired into by the Proposer, in writing, at least ten (10) days prior to the time set for opening Proposals.

4. **INTERPRETATIONS:** Proposers must request from the Town Clerk or Town designee interpretation regarding the meaning of the specifications or other contract documents in writing. To be considered, such request must be received at least ten (10) days prior to the date fixed for the opening of proposals.

5. **PUBLIC ENTITY CRIMES -** 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 proposals 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 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate who has been placed on the Florida Department of Management Services' Discriminatory Vendor List may not submit a bid.

7. **LEGAL CONDITIONS:** Proposers are notified to familiarize themselves with the provisions of the any applicable laws, regulations, ordinances, or provisions in the Charter of the Town of Hillsboro Beach.

8. **FORMS OF PROPOSALS:** Each Proposal must include all completed forms included in this RFP and listed in "SECTION 9: PROPOSAL PACKAGE" and must include all information to cover all items required for the proposal. The Proposal must be signed by one duly authorized to do so.

9. **BID BOND:** A bid bond is not required for this project.

10. **PROPOSALS FIRM FOR ACCEPTANCE:** Proposer warrants, by virtue of bidding, that the Proposal will be firm for acceptance by the Town of Hillsboro Beach for a period of ninety (90) days from the date of proposal opening.

11. **WITHDRAWALS:** Any Proposer may withdraw its proposal prior to the date/time proposals will be received.

12. **CAUSES FOR REJECTION:** No Proposal will be canvassed, considered, or accepted which, in the opinion of the Town Administration, is informal or unbalanced, or contains inadequate information.

13. **REJECTION OF PROPOSALS:** The Town reserves the right to reject any Proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the Town that such Proposer is properly qualified to carry out the obligations and to complete the work contemplated.

14. AWARD OF PROPOSAL: The Town will award the Proposal to the most responsible and responsive Proposer judged by the Town to be most advantageous to the Town based on the best value to the Town.

15. AGREEMENT: The Proposer to whom award is made shall execute a written Agreement to do the work. The form of Agreement is attached hereto, and will include specific insurance and indemnification requirements.

16. PAYMENT: Payment will be made as provided in the Agreement.

17. AUDIT OF PROPOSER'S RECORDS: Upon award, the Town reserves the right to conduct any necessary audit of the Proposer's records. Such an audit, or audits, may be conducted by the Town or its representatives at any time prior to final payment, or thereafter, for a period up to three (3) years.

18. Proposers should prepare their submittals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

19. QUESTIONS ABOUT THE RFP: Questions regarding this RFP shall be directed as referenced on Page 1.

20. LOBBYISTS: Pursuant to Broward County Ordinance 2011-19, Lobbyists, and any of their principals or employers attending such meeting, are required to complete a Contact Log contemporaneously with the meeting. Town of Hillsboro Beach Ordinance **Sec. 2-116** requires Lobbyists to register with the Town PRIOR to engaging in lobbyist activities within the Town. Contact with personnel of the Town of Hillsboro Beach other than the Town Clerk or designated representative regarding the RFP shall be grounds for elimination and disqualification from the selection process.

SECTION 2: GENERAL INFORMATION

1. For the purposes of this Request for Proposal, the "Proposer" shall mean contractors, consultants, respondent, organizations, firms, or other persons submitting a response to this Request for Proposal. The "Successful Proposer" means the proposer to whom the Town makes an award.

2. The Town anticipates awarding a single contract to the proposer chosen, but reserves the right to award in any fashion it, in its sole determination, decides is in its best interest.

SECTION 3: SCOPE OF SERVICES

1. Please see attached **Exhibit "A"**

SECTION 4: INSURANCE REQUIREMENTS

1. Please see attached Section 8 of **Exhibit "B"**

SECTION 5: INDEMNITY

1. Please see attached Section 6 of **Exhibit "B"**

SECTION 6: SELECTION PROCESS

The Selection Committee (participants to be determined later) will evaluate the proposals, references, and company information provided by Proposers, as contained in their submittals. Each firm should submit documents that provide evidence of capability and willingness to provide the services required for the Committee’s review. The score shall be determined by the Committee at a meeting, portions of which that involve presentations by Proposers or question and answer sessions involving Proposers is exempt from Florida’s public meeting requirements pursuant to Section 286.0113, Florida Statutes. Certain information that is exempt from public records pursuant to Section 119.071(1)(b) or (c), Florida Statutes, may not be disclosed during such meeting.

The Selection Committee will issue a recommendation to the Town Commission. The Town Commission will award the work to the most qualified, responsible, and responsive Proposer. Town reserves the right to reject all qualifications, to waive any informalities, and to solicit and advertise for other qualifications.

The selection of a company with who to contract shall be based on the proposal most advantageous to the Town based on the “best value to the Town” using the following criteria:

- Firm Qualifications – experience operating within Broward County’s Community Transit Program
- Qualifications & Experience of Key Personnel
- Client References and Past Performance
- Best Overall Approach to the Scope of Service
- Price

SECTION 7: GOVERNING LAW

Proposers will agree that the contracts shall be governed by the laws of the State of Florida. Venue will be Broward County.

SECTION 8: CONE OF SILENCE/ NO LOBBYING

As to any matter relating to this RFP, any Proposer(s), team member, or anyone representing a proposer is advised that they are prohibited from contacting or lobbying the Mayor, any Town Commissioners, or the Town’s staff, or any other person working on behalf of the Town on any matter related to or involved with this RFP. There will be an opportunity for inquiries to be made of Town’s Staff during the scheduled Pre-Submission meeting. All inquiries must be in writing and directed to the Town Manager (mserda@townofhillsborobeach.com). This provision is in effect from the date of publication of the RFP and shall terminate at the time the Town Commission selects a proposal, rejects all proposals, or otherwise takes action which ends the solicitation process.

SECTION 9: PROPOSAL PACKAGE

Each Proposer is required to complete and submit the following information with their proposal:

- A. Proposal Form
- B. Summary of Qualifications. This portion of the Proposal should identify the key personnel that will be working on the Project, as well as outlining their qualifications and experience.
- C. Drug-Free Workplace Form
- D. Non-Collusion Affidavit
- E. Letter of proposal. Summarize qualifications and company history. This portion of the package may contain

any information the Proposer believes will be useful in the Town's evaluation of its qualifications.

F. References

G. Documentation from State of Florida Division of Corporations confirming that Proposer is authorized to do business in the State of Florida

H. Copy of any professional licenses

I. Scrutinized Company Certification, Pursuant to Florida State Statute 287.135

EXHIBIT A
SCOPE OF SERVICES

Chapter 170 of the Florida Statutes (2019) sets forth the authority and procedure municipalities shall rely on making improvements and levying and collecting special assessments. Section 170.01 of the Florida Statutes specifically provides that special assessments can be relied upon to pay for the relocation of utilities including the placement underground of electrical, telephone and cable television services.

The proposals to be submitted should provide a utility relocation and placement underground assessment study that is consistent with Chapter 170 of the Florida Statutes (2019). Specifically, the proposal should provide a methodology for all assessment methodologies allowed under Chapter 170 of the Florida Statutes and include cost apportionment criteria and benefit factors and the model that will produce the entire required assessment roll. The proposal shall include how the cost apportionment is to be borne by the residents of the Town and to develop assessment rates.

EXHIBIT B
AGREEMENT TEMPLATE
(Subject to Change)

THIS IS AN AGREEMENT dated the ____ day of _____, between:
TOWN OF HILLSBORO BEACH, a Florida municipal corporation, hereinafter
"TOWN,"
and
_____, authorized to do
business in the State of Florida, hereinafter "CONTRACTOR."

WITNESSETH:

WHEREAS, Request for Proposal RFP No. 2019-004, Special Assessment Methodology (Work) was advertised on _____, and advised that sealed proposals would be received at the Town Clerk's Office until _____, at 2:00 p.m.; and,

WHEREAS, the sealed proposals that were received were opened and read aloud in the Town Clerk's Office, at 1210 Hillsboro Mile, Hillsboro Beach, Florida, 33062; and,

WHEREAS, the Selection Committee met and reviewed and evaluated the proposals received; and,

WHEREAS, CONTRACTOR has been determined to be the most responsible and responsive proposer for the Work; and,

WHEREAS, the Town Commission deems it to be in the best interest of the residents and citizens to accept the proposal from CONTRACTOR for the Special Assessment Methodology; and,

WHEREAS, TOWN has determined that entering into this Agreement with CONTRACTOR for the Project contemplated by this Agreement is in the best interests of the health, safety, and welfare of the citizens and residents of the TOWN; and,

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do mutually covenant and agree as follows:

1.0 PREAMBLE

1.1 In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based for:

"Special Assessment Methodology"

1.2 CONTRACTOR submitted a proposal dated _____ 2019 to provide a Special Assessment Methodology, including the Scope of Services which is included in this Agreement in its entirety.

2.0 SCOPE OF WORK

2.1 CONTRACTOR shall furnish all tools and equipment. TOWN, without invalidating this Agreement, may order additions, deletions, or revisions to the Work. Such additions, deletions, or revisions shall be authorized by a Written Amendment executed by the Town Manager.

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

2.3 CONTRACTOR shall be fully responsible to TOWN for all acts and omissions of the CONTRACTOR'S employees, SUBCONTRACTORS, suppliers and other persons directly or indirectly employed by his SUBCONTRACTORS, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the work under a direct or indirect Contract with CONTRACTOR. Nothing in the Contract Document shall create any Contractual relationship between TOWN and any such SUBCONTRACTOR, supplier or other person or organization, nor shall it create any obligation on the part of TOWN to pay or to see to the payment of any monies due any such SUBCONTRACTOR, supplier or other person or organization except as may otherwise be required by laws and regulations.

3.0 PROTECTION OF PROPERTY

3.1 At all times during the performance of this Agreement, the CONTRACTOR shall protect the TOWN'S property and properties adjoining the work sites from all damage whatsoever on account of the work being carried on pursuant to this Agreement. CONTRACTOR will preserve from damage all property along the line of work or which is in the vicinity or is in any way affected by the Work.

3.2 The TOWN reserves the right to issue a stop work order to the CONTRACTOR for unsatisfactory performance of any obligations of this Agreement, at any time the TOWN determines the CONTRACTOR is not meeting the expectations of this Agreement, or any breaches by CONTRACTOR of its obligation to protect property pursuant to this Section 4.

4.0 CONTRACT SUM

4.1 The TOWN hereby agrees to pay CONTRACTOR for the faithful performance of the Work the amounts in CONTRACTORS Proposal attached to this Agreement as Exhibit A. All costs of the Work, including mobilization, utilization, overhead, insurance, materials, equipment, labor, and restoration of work areas are included in the Agreement and shall be included in the payments set forth in this paragraph.

4.2 For payment purposes, upon receiving an invoice from CONTRACTOR, TOWN will pay the amounts due, upon confirmation of satisfactory work performed by the CONTRACTOR. Payments will be made in accordance with Florida's Prompt Payment Act.

4.3 It is anticipated that CONTRACTOR will perform additional grounds work when requested by the TOWN. Additional work that the CONTRACTOR performs will be paid upon confirmation of satisfactory work performance by the CONTRACTOR.

5.0 CONTRACT PERIOD

The effective date of the Agreement will begin upon execution of this Agreement by the parties. The initial contract period will be for one year (1) year. The Agreement may be extended for four (4) additional one (1) year periods with the written approval of the TOWN Manager and CONTRACTOR executed no less than thirty (30) days prior to the expiration date. The TOWN Manager can negotiate and approve reasonable price adjustments in the subsequent contract years. During the last year of the Agreement, the Agreement can be amended upon approval of the TOWN Commission to provide for five (5) additional one (1) year extension periods.

6.0 CONTRACTOR'S INDEMNIFICATION

6.1 CONTRACTOR agrees to protect, defend, indemnify, and hold harmless the TOWN of Hillsboro Beach, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. CONTRACTOR further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent. In case of injury to persons, animals, or property, real or personal, by reason of failure to erect or maintain proper and necessary barricades, safeguards, and signals or by reason of any negligence of any CONTRACTOR, or any of the CONTRACTOR'S agents, servants, or employees during the performance of the work before the estimates have become due under this Agreement, the TOWN may, through its officials, withhold such payments as long as it may deem necessary for the indemnity of the TOWN as Owner, provided that the failure to pay the same shall not be construed or considered as a waiver of the indemnity as hereinabove set forth.

6.2 The parties agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

7.0 DEFECTIVE WORK

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, TOWN may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of TOWN to stop the Work shall not give rise to any duty on the part of TOWN to exercise this right for the benefit of CONTRACTOR or any other party.

8.0 INSURANCE

8.1 Upon execution of the Agreement, the CONTRACTOR shall submit certificate(s) of insurance evidencing the required coverages and specifically providing that the TOWN an additional named insured or additional insured with respect to the required coverage and operations of CONTRACTOR under the contract. The Certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. CONTRACTOR shall not commence work under this Agreement until after CONTRACTOR has obtained all of the minimum insurance herein described and the policies of such insurance detailing the provisions of coverage have been received and approved by TOWN. CONTRACTOR shall not permit any Subcontractor to

begin work until after similar minimum insurance to cover Subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish a renewed Certificate of Insurance as proof that equal and like coverage and extension hereunder is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

8.2 Insurance Companies selected must be acceptable to the TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, or renewal refused until at least thirty (30) calendar days written notice has been given to TOWN by regular mail.

8.3 Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws shall be provided with a minimum of One Million and xx/100 dollars (\$1,000,000) limit, and One Hundred Thousand and xx/100 dollars (\$100,000) per accident. CONTRACTOR agrees to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.

8.4 Comprehensive Automobile Liability Insurance shall be provided for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the Work with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage
Liability, per occurrence.

8.5 Comprehensive General Liability Insurance (occurrence form) shall be provided with the following minimum limits of liability:

\$1,000,000 Combined Single Limit, Bodily Injury and Property Damage
Liability, per occurrence and \$2,000,000 annual aggregate Comprehensive General
Liability coverage. TOWN shall be named as an additional insured.

9.0 TOWN'S TERMINATION OF THE CONTRACT

It is expressly understood and agreed that the TOWN may terminate this AGREEMENT, in total or in part, at any time without cause or penalty. In that event, the TOWN'S sole obligation to the CONTRACTOR shall be payment for services for Work previously authorized and performed. Such payment shall be determined on the basis of the Work performed by the CONTRACTOR up to the time of termination. Upon such termination, the TOWN may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services. CONTRACTOR shall promptly discontinue all Work at the time. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

10.0 NOTICE, COMPUTATION OF TIME

10.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

For TOWN: Mac Serda, Town Manager
Town of Hillsboro Beach
1210 Hillsboro Mile,
Hillsboro Beach, Florida, 33062
Telephone: 954-427-4011
Facsimile: 954-427-4834

Copy to:

Donald J. Doody, Town Attorney
3099 East Commercial Blvd. Suite 200
Fort Lauderdale, Florida 33308
Telephone: 954-771-4500
Facsimile: 954-771-4923

For CONTRACTOR:

Notice by facsimile shall not be deemed received until the party receiving notice receives a copy of such notice through certified mail, return receipt requested.

11.0 MISCELLANEOUS

11.1 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests therein without TOWN'S prior written approval as evidenced by a resolution duly adopted by the TOWN Commission, which may be withheld for any or no reason. The obligations undertaken by CONTRACTOR pursuant to the Contract shall not be delegated or assigned to any other person or firm unless TOWN shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of Contract by CONTRACTOR and the TOWN may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

11.2 CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractor and not agents or employees of TOWN with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

11.3 The remedies expressly provided in this Agreement to TOWN shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of TOWN now or hereafter existing at law or in equity.

11.4 The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. Subject to provisions hereof relating to arbitration, any claim, objection or dispute arising out of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida. The prevailing party in any lawsuit, including appeals, concerning the terms of this Agreement shall be entitled to an award of attorney's fees, including paralegal fees, from the non-prevailing party. Each party waives its right to a jury trial for any dispute between the parties related to this Agreement.

11.5 Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portion or provision shall not be affected thereby.

11.6 The failure of CONTRACTOR to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the Town may terminate the Agreement.

11.7 Neither party, nor its employees, shall have or hold any continuing or frequently recurring employment or contractual relationship, or have any adverse claim against the other party that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise or judgment related to its performance under this Agreement. This provision shall also apply to all of CONTRACTOR'S Subcontractors used for the Work.

11.8 CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S. Pursuant to Section 287.135, F.S., the TOWN may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification as attached hereto as Attachment I; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

12.0 PUBLIC RECORDS

The Company shall keep and maintain public records required by the Property Owner to perform the Project. Upon request from the Property Owner, Company shall provide the Property Owner 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 by law. The Company shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Company does not transfer the records to the public agency. Upon completion of the Project, transfer, at no cost, to the Property Owner all public records in possession of the contractor or keep and maintain public records required by the Property Owner to perform the service. If the Company transfers all public records to the Property Owner upon completion of the Project, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Company keeps and maintains public records upon completion of the Project, the Company shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Property Owner, upon request from the Property Owner's custodian of public records, in a format that is compatible with the information technology systems of the Property Owner.

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

**TOWN CLERK
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062
(954) 427-4011
Shenderson@TownofHillsboroBeach.com**

13.0 NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

13.1 During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color or national origin. Such action must include, but not be limited to the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR 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.

13.2 CONTRACTOR shall comply with all applicable local, state and federal labor and safety laws and regulations.

IN WITNESS WHEREOF, TOWN and CONTRACTOR have signed this Agreement, in duplicate.

ATTEST:

TOWN OF HILLSBORO BEACH, FLORIDA

BY: _____
Sherry D. Henderson, Town Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

Town Attorney

NAME OF CORPORATION

WITNESS:

Signature of Corporate President

Signature of Witness

Printed Name of Corporate President

Printed Name of Witness

Signature of Corporate Secretary

(Corporate Seal)

Printed Name of Corporate Secretary

STATE OF FLORIDA)

COUNTY OF _____) SS:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ and _____ as _____ and _____, respectively, of _____ a Florida corporation, and acknowledged they executed the foregoing AGREEMENT as the proper officials of _____, for the use and purposes mentioned in the AGREEMENT and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2019.

Notary Seal

Signature of Notary Public

PROPOSAL PACKAGE ATTACHMENT A

PROPOSAL FORM

Proposal of

(Company Name)

(Address, Town, State, Zip, Phone Number)

(Contact Person Name)

(Contact Person Email)

(Company Person Phone Number)

TO: Town of Hillsboro Beach
Attention: Town Clerk
1210 Hillsboro Mile,
Hillsboro Beach, Florida, 33062

The undersigned, as Proposer, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other persons than herein mentioned has any interests in the Proposal of the contract to which the Work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making Proposals and that the Proposal is in all respects fair and made in good faith without collusion and fraud.

The Proposer further declares that he/she has examined the Request for Proposal and understands the Work that is desired, that he/she has made sufficient investigations to fully satisfy himself/herself that such labor, material, and equipment are available, and he assumes full responsibility therefore; that he/she has examined the specifications for the Work and has the equipment, materials, and labor to perform the Work.

The Proposer proposes and agrees, if this Proposal is accepted, to begin the project no later than thirty (30) days of the award of the proposal to Proposer.

PROPOSAL PACKAGE ATTACHMENT B

SUMMARY OF QUALIFICATIONS

Number of years your company has been in business performing _____ including _____:

List of similar projects, locations, and dates of completion:

Project	Location	Date Completed	Contact Name/Phone #

Has this company ever failed to complete work awarded to it?_____. If yes, where, when and why?

Have you personally inspected the location of the proposed work? _____

Will this company be using subcontract labor?_____ If yes, name of primary subcontractor.

Does this company own the equipment needed to perform this work? _____

Will this company need to rent additional equipment? _____

Provide Written Description Qualifications: _____

Attached Company Brochure or Fact Sheet (if available).

Insurance limits:

- A. Workmen’s Compensation - limit per accident \$ _____
- B. Comprehensive General Liability - limit per occurrence \$ _____
- C. Business and Automotive liability- limit per occurrence \$ _____
- D. Other: \$ _____

(Proposer will be required to furnish documentation if awarded the contract)

PROPOSER: _____

ADDRESS: _____

Phone Number: _____ Fax Number: _____

BY: _____

Signature

Printed Name, Title

PROPOSAL PACKAGE ATTACHMENT C

DRUG-FREE WORKPLACE CERTIFICATION OF COMPLIANCE

The undersigned Proposer (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

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

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

Signature

Print Name

Title

Date

STATE OF FLORIDA)
) SS:

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing AGREEMENT as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2019.

Notary Seal

Signature of Notary Public

PROPOSAL PACKAGE ATTACHMENT D

NON-COLLUSION AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____ the Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted, or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Town of Hillsboro Beach, Florida or any person interested in the proposed Agreement; and
5. **The cost Proposals in the attached RFP are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.**

Signature

Print Name

Title

Date

STATE OF FLORIDA)
) SS
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing Agreement as the proper official of _____ for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/she is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2019.

Notary Seal

Signature of Notary Public

PROPOSAL PACKAGE ATTACHMENT I

**CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 287.135**

I, _____, on behalf of _____,

Print Name and Title

Company Name

certify that _____ does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and

Submitting a false certification shall be deemed a material breach of contract. The Town shall provide notice, in writing, to the Contractor of the Town's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the Town's determination of false certification was made in error then the Town shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the Town from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the Town for goods or services may be terminated at the option of the Town if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

PRINT NAME

SIGNATURE

TITLE

Must be executed and returned with the returned Proposal.