

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

REQUEST FOR QUALIFICATIONS (“RFQ”)

Sealed proposals will be received until **July 1, 2020, 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. Questions regarding this RFQ or the qualification process shall be directed in writing to the Town Clerk, Town of Hillsboro Beach, Town Hall, 1210 Hillsboro Mile, Hillsboro Beach, Florida, 33062, by fax @ 954-427-4834, or by email to mserda@townofhillsborobeach.com no later than **June 25, 2020 @ 2pm local time**. Subject to Florida’s public records laws, proposals will be publicly opened and read aloud immediately thereafter in the Commission Chambers located in Town Hall for:

“Easement Acquisition and Burying Utility Lines”
RFQ No. 2020-001

In accordance with Section 287.055, Florida Statutes, (Consultants Competitive Negotiation Act) the Town desires to hire a vendor, to perform **the Scope of Services as attached hereto as an Exhibit “A” (“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 RFQ No. 2020–001 Easement Acquisition and Burying of Utility Lines”** on all packaging, including any outer shipping package or envelope. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer. Proposals will not be accepted from anyone who obtains the proposal documents from any other party.

As a prerequisite for considerations, applicants must furnish evidence of having a minimum of five (5) years’ experience in the **applicable skills necessary to perform the Scope of Services**. 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 RFQ are exempt public records until thirty (30) days after opening, or approval of the rankings of proposals, 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 of Hillsboro Beach 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 of Hillsboro Beach, or the Town may reject proposals and re-advertise.

Sherry D. Henderson, Town Clerk

Advertised: June 1, 2020

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:** No proposal will be accepted from, nor will any contract be executed, with any person who is in arrears to the Town of Hillsboro Beach, upon any debt or contract, or who has defaulted, as surety or otherwise, upon any obligation to the Town, or who is deemed irresponsible or unreliable by the Town Commission of Hillsboro Beach. The Proposer must possess at least five (5) years demonstrated experience in the **applicable skills necessary to perform the Scope of Services**. The Proposer must have sufficient qualified equipment, materials, and staff to complete the Work.

2. **PERSONAL INVESTIGATION:** Proposers shall satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to the conditions affecting the proposed Work. No information derived from maps, plans, specifications, or from the Town staff or their assistants shall relieve the Proposer from any risk or from fulfilling all terms of the contract.

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. After proposals are opened, the Proposers shall abide by the decision of the Town Administrator or designee as to such interpretation.

4. **ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the specifications or other contract documents will be made orally to any Proposer. Proposers must request from the Town Clerk or Town designee such interpretation 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. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be sent to all prospective Proposers (at the address furnished for such purpose) not later than five (5) days prior to the date fixed for the opening of proposals. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under his proposal as submitted. All addenda so issued shall become a part of the contract document. Proposer shall verify that he has all addenda before submitting his proposal.

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 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 proposal.

7. **LEGAL CONDITIONS:** Proposers are notified to familiarize themselves with the provisions of the laws and regulations of the State of Florida, applicable ordinances of Broward County, and with the provisions in the Charter and the ordinances of the Town of Hillsboro Beach. Any omissions or inconsistencies herein shall not relieve Proposer of any obligations to comply with such applicable laws, at Proposer expenses.

8. **FORMS OF PROPOSALS:** Each proposal must include all completed forms included in this RFQ listed in "SECTION 10: PROPOSAL PACKAGE" and must include all information to cover all items required for the proposal. All blanks in the forms must be completed on the blanks provided. If additional space is required to complete a blank, the Proposer must so indicate that the response is continued on an attached sheet, and such sheet must be included in the proposal and should be captioned to correspond with the blank that it is supplementing. Proposers are required to state the names and places of residence of all persons interested, and if no other person is interested, the Proposer shall distinctly state such fact and shall

state that the proposal is, in all respects, fair and without collusion or fraud. Where more than one person is interested, it is required that all persons interested or their legal representative make all verification and subscribe to the Proposal.

The proposal must be signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. No Proposal will be accepted, for any reason whatsoever, which is not submitted to the Office of the Town Clerk as stated herein, within the specified time.

9. **WITHDRAWALS:** Any Proposer may, without prejudice to itself, withdraw its proposal at any time prior to the expiration of the time during which proposals may be submitted. Such request for withdrawal must be in writing and signed in the same manner and by the same person who signed the proposal.

10. **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. Any alteration, erasure, interlineations, or failure to specify proposals for all items called for in the schedule shall render the proposal informal.

11. **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. Any or all proposals will be rejected, if there is reason to believe that collusion exists among Proposers. A proposal will be considered irregular and may be rejected, if it shows serious omissions, alterations in form, additions not called for, conditions or unauthorized alternates, or irregularities of any kind. 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, and to waive such technical errors as may be deemed to be in the best interest of the Town, or the Town may reject proposals and re-advertise.

12. **RANKING OF PROPOSALS:** The Town will rank the Proposals according to the most qualified Proposers that can perform the work as determined by the Town Commission. In the event the top ranked Proposer does not execute an Agreement with the Town, the next ranked qualified Proposer may negotiate with the Town at the discretion of the Town Commission. Such Proposer shall fulfill every stipulation as if the original party.

13. **AGREEMENT:** The Proposer to whom the Town Commission approves as the most qualified will negotiate a written Agreement with the Town to do the work. The form of Agreement is attached hereto, and will include specific insurance and indemnification requirements. Any questions or concerns about the Agreement must be submitted within the same deadline as requests for interpretations above. The Successful Proposer will negotiate an Agreement as provided herein subject to changes.

14. **NO RATES OR FEES IN PROPOSAL:** This RFQ is intended to select the most qualified firm. The proposal shall not include any proposed rates or fee structures, as those will be negotiated only with the selected Proposer(s).

15. **AUDIT OF PROPOSER'S RECORDS:** Upon approval of the rankings by the Town Commission, 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. The Town may also require submittal of the records, at no cost to the Town, from the Proposer, the subcontractor, or both. For the purpose of this Section, records shall include all books of account, supporting documents and papers deemed necessary by the Town to assure compliance with the RFQ provisions. Failure of the Proposer to comply with these requirements may result in disqualification or suspension from bidding for future contracts or disapproval as a subcontractor at the option of the Town. The Proposer shall assure that his subcontractor will provide access to his records pertaining to the Scope of Services upon request by the Town.

16. Neither the Town nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the RFQ. 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 RFQ.

17. QUESTIONS ABOUT THE RFQ: Failure by the Town to respond to an inquiry shall not excuse a late or incomplete submission.

18. 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 RFQ shall be grounds for elimination and disqualification from the selection process.

SECTION 2: GENERAL INFORMATION

1. For the purposes of this RFQ, the "Proposer" shall mean contractors, consultants, respondent, organizations, firms, or other persons submitting a response to this RFQ. The "Successful Proposer" means the most qualified Proposer to whom the Town beings negotiations. The term "Town" means the Town of Hillsboro Beach, a municipal corporation of the State of Florida.

2. This RFQ provides guidelines for the submission of qualifications in response to the Town's solicitation for firms and individuals to provide the Scope of Services.

3. The Town anticipates entering into a contract for the services with the most qualified Proposer as determined by the Town Commission. The Town anticipates entering into a single contract to the most qualified Proposer by ranking, but reserves the right to negotiate a contract in any fashion it, in its sole determination, decides is in its best interest. The Proposer understands that this RFQ does not constitute an agreement or a contract with the Town. An official contract or agreement is not binding until the submission is reviewed and accepted by the Town Commission and executed by all parties.

4. Proposer hereby represents to Town, with full knowledge that Town is relying upon these representations when submitting a proposal, that Proposer has the professional expertise, appropriate permits and licenses, experience, and manpower to perform the services to be provided by the Successful Proposer.

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 – QUALIFICATIONS RANKING

The Selection Committee (consisting of the Town Manager and _____) 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 ranking will be determined by the Committee subject to approval by the Commission. Portions of the meetings

which involve presentations by Proposers or question and answer sessions involving Proposers are 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 rank Proposers and issue a recommendation to the Town Commission. The Town Commission will rank and approve the top three (3) most qualified Proposers. Town reserves the right to reject all qualifications, to waive any informalities, and to solicit and advertise for other qualifications.

Qualification Criteria:

- a. **Adequacy and Ability of Professional Personnel:** The general and specific project related capability of the in-house field support, and in-house office support, including previous experiences in similar projects, company history, project management style and assurance, and quality and completeness of work.
- b. **Past Performance/Record and References:** An indication of customer satisfaction, references, interagency cooperation, innovation, and success.
- c. **Similar Experience/Qualifications:** Experience with respect to performance of Construction Project Management comparable in type, site, and complexity completed. Demonstrate knowledge and experience in the evaluation of building systems, techniques, material evaluation, and value engineering to ensure optimum value in meeting the requirements.
- d. **Capabilities/Ability of Proposer to Meet Time and Budget:** Available resources and support, number of personnel assigned to the project, and use of technology; an indication of the resources and the necessary working capital available and how it will relate to the Firm's financial stability through the completion of the project, as well as its ability to meet time and budget requirements of the Town. Best overall approach to the Scope of Services
- e. **Recent, Current, and Projected Workloads:** Number of projects currently under contract and the ability to perform all tasks.
- f. **Location of the Firm's Office:** Ranking will be based on proximity of the office that will perform the work to the Town.
- g. **Certified Minority Business Enterprise:** As defined by the Florida Small and Minority Business Assistance Act.
- h. **Potential Conflict:** Balance of the firm's experience with a potential conflict
- i. **Volume of Work Previously Awarded:** balance an equitable distribution among qualified firms

SECTION 7: NEGOTIATIONS

After ranking of the Proposers by the Town Commission, Town staff will negotiate with the top ranked firm. Staff will then present the results of the negotiations to the Town Commission with its recommendation. If the Town Commission determines that staff was unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the Town determines to be fair, competitive, and reasonable, negotiations with that firm shall be formally terminated. Should the Town be unable to negotiate a satisfactory contract with the selected firm, the Town may negotiate with the next ranked firm in order of their qualifications as ranked by the Town Commission, and continue negotiations until an agreement is reached. However, the Town reserves the right to reject all qualifications, to waive any irregularities, and solicit and advertise for other qualifications.

SECTION 8: 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 9: CONE OF SILENCE/ NO LOBBYING

As to any matter relating to this RFQ, 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 RFQ. For purposes of clarification, a team's representatives shall include, but not be limited to, the Proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultants of the Proposer and the Proposer's team. There will be an opportunity for inquiries to be made of Town's Staff during the scheduled Pre-Submission meeting. Any violation of this condition may result in rejection and/or disqualification of the Proposer. This "Cone of Silence/No Lobbying" is in effect from the date of publication of the RFQ 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 10: 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 Scope of Services, 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 including its approach to the Scope of Services.
- 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 all applicable licenses.
- I. Scrutinized Company Certification, Pursuant to Florida State Statute 287.135

The Town requests that the proposal should be tabbed and indexed so that each of the above sections can be readily identified and reviewed.

EXHIBIT A **SCOPE OF SERVICES**

The Town of Hillsboro Beach is seeking responses to assist in the easement acquisition of 75 locations as identified by FPL for the required space to place utility equipment along A1A and within private property.

The scope of work includes:

- Review list of 75 locations for easements (see attached list)
- Attain copy of easement from Town Attorney
- Contact each property owner and present easement agreement
- Redesign and/or relocate easement to accommodate any easements that are difficult to obtain or are too close to driveways, utility meters etc.

Budget for easement acquisition is projected to be about \$35,000 plus any additional engineering needed to accommodate space limitations.

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 Qualifications RFQ No. 2020-001, Easement Acquisition and Burying of Utility Lines (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 Commission Chambers located in the Town Hall, 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 qualified Proposer for the Work; and,

WHEREAS, TOWN has determined that entering into this Agreement with CONTRACTOR for the Scope of Work 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:

"Easement Acquisition and Burying of Utility Lines"

1.2 CONTRACTOR submitted a proposal dated _____ 2020 to provide 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, 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 Administrator.

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. The protection of residents and park users from exposure to chemicals is of primary concern. CONTRACTOR will use recognized industry standards for application and warning of chemical application.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of _____ which includes _____. If CONTRACTOR fails to meet the aforesaid standards, and the TOWN promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to immediately correct any defects and re-perform such deficient services without charge to the TOWN.

2.4 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, including streets, grass, landscape, vehicles, etc., 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 CONTRACTOR shall erect and maintain all necessary warning signs, barricades, suitable and sufficient lights if needed, danger signals and signs, and shall take all necessary precautions for the protection and safety of the public.

3.3 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 3.

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 Recreation Director. Payments will be paid no less than monthly.

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 Recreation Director.

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 Administrator and CONTRACTOR executed no less than thirty (30) days prior to the expiration date. The TOWN Administrator 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 Article 10 and its subparts of 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 Scope of Services. 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 Scope of Services, 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 Scope of Services, 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 Scope of Services, 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 THE SCOPE OF SERVICES, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**TOWN CLERK
Town of Hillsboro Beach
1210 Hillsboro Mile
Hillsboro Beach, Florida 33062
(954) 427-4011**

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, CMC Town Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

Donald J. Doody, Town Attorney

NAME OF CORPORATION

WITNESS:

Signature of Witness

Signature of Corporate President

Printed Name of Witness

Printed Name of Corporate President

(Corporate Seal)

Signature of Corporate Secretary

Printed Name of Corporate Secretary

STATE OF FLORIDA)

) SS:

COUNTY OF _____)

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 _____, 2020.

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 Qualifications 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 Scope of Services no later than thirty (30) days following execution of a contract between the Proposer and the Town.

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).

Municipal and/or County Clients within a 40 mile radius of the Town for which services are 1) currently being provided 2) previously provided within the last five (5) years; and 3) where contract negotiations are ongoing or contracts have been executed:

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 prior to executing 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 _____, 2020.

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.