

Southwest Ranches Council
Mayor Doug McKay
Vice Mayor Denise Schroeder
Delsa Winslow Amundson
Bob Hartman
Gary Jablonski



Town Administrator
Andrew Berns
Assistant Town Administrator/Town Clerk
Russell Muniz
Town Financial Administrator
Martin Sherwood

REQUEST FOR PROPOSALS

RFP No. 20-001

Town of Southwest Ranches
is seeking proposals for:

CONSULTANT SERVICES TO UPDATE THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

Date issued/available for distribution: December 13 , 2019

Proposer shall submit one (1) unbound original, seven (7) bound copies of the completed proposal, and one (1) electronic copy of the proposal, *excluding the price proposal*, in a PDF or similar format, which must be received by the Office of the Procurement no later than **Tuesday, January 14, 2019, at 11:00 a.m. local time**. See Section 1.6 for mailing instructions.

Public Opening: The public opening will be held in the Town's Grand Oaks Conference Room or Council Chambers located at Town Hall on **Tuesday, January 14, 2019, at 11:00 a.m. local time**.

ENVELOPE MUST BE IDENTIFIED WITH THE DEADLINE DATE FOR SUBMISSION OF PROPOSALS AND THE RFP NUMBER

CAUTION

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

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

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

TOWNSHIP OF SOUTHWEST RANCHES
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UPDATING THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM

SECTION 1
GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposals (“RFP”) is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (the “Town”), by and through its Procurement Department (the “Department”). The Department is the sole point of contact concerning this RFP. All communications regarding this RFP must be done through the Department (*See* Section 1.7, Contact Person).

1.2 PURPOSE OF THE PROJECT

The Town imposes non-ad valorem assessments, which are collected by Broward County as part of the County’s tax bill, for the cost of fire protection services. The Department is seeking proposals from qualified and experienced firms to review the current rate methodology and assessment program for fire protection services and prepare updated rate studies. The purpose of the updated rate study is to recommend adjustments to the cost of fire protection services. Consultant (as defined hereinafter on Exhibit “A”) shall be required to perform the work and generate updated rate studies in compliance with Florida Statutes, case law, and any other rules, regulations, ordinances and requirements. Consultant shall also be required to ensure the proposed assessment will be collectable by Broward County through the County’s tax billing process.

The existing fire assessment methodology was adopted in 2011. Additionally, a link to the FY 2020 adopted Fire Protection rate is found in Town Ordinance 2019-055 at <http://southwestranches.org/wp-content/uploads/2019/09/2019-055-Fire-Assessment.pdf>.

1.3 SCOPE OF SERVICES

Proposer will be required to perform services including, but not limited to:

- (a) Receive and incorporate input from the Town’s Fire Assessment Review Committee;
- (b) Apportioning the fire assessment to each type of existing or newly re-categorized property: residential, barns, guest houses, commercial, agricultural, industrial, warehouse, institutional, governmental, mobile home parks, recreational vehicle parks, vacant property and any other classification of assessable property;
- (c) Expenditures which may be assessed as a special non-ad valorem assessment against real property;
- (d) Consideration of response data and readiness as a fire protection component;

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- (e) Consultant shall be required to research and compile statistics into a report which justifies the recommendation to the Town. The compiled statistics shall be formatted into a usable database which is acceptable to the Town. Proposer may be required to update the report annually; and
- (f) Provide alternative rate impact(s) to categories utilizing unit, square feet, acreage and/or assessed value or parcel usage.
- (g) Review of other municipalities comprised of a similar rural residential composition, to determine an alternative method of cost allocation.
- (g) Evaluate the Town's current documents, ad valorem tax roll information, fire call data, agreements, reports, levels of service, five-year budget requests, projected long-term capital needs, and other data pertaining to the provision of the fire services.
- (h) Evaluate outstanding issues and assist the Town in identifying policy decisions necessary to update the Town's assessment program commencing tax year 2020.
- (i) Determine the full cost recovery of fire service delivery including direct and indirect costs, utilizing the Town's current financial information.
- (j) Using a minimum of five (5) years of fire incident reports, correlate the fixed property uses within the reports to comparable property uses on the tax roll.
- (k) Analyze all property use categories within the Town, to determine which parcels receive a special benefit from fire services, and then fairly apportion the assessable costs among all benefited parcels within each property use category.
- (l) Utilize response and readiness components and accurate classification of parcels to develop an equitable method of apportionment.
- (m) Ensure the recommended assessment rates and parcel classification comply with all statutory requirements.
- (n) Identify service delivery issues which may affect the apportionment methodology.
- (o) Determine the validity of special assessment rates in compliance with Florida case law requirements.
- (p) Identify alternate sources of revenue to fund the service delivery costs.
- (q) Determine the net service delivery revenue requirement.

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- (r) Review the assessment methodology for legal sufficiency and compatibility with the tax bill method of collection.
- (s) Ensure the data approach used includes the data required for the tax bill collection method in recurring years.
- (t) Consultant shall meet with the Town Fire Assessment Review Committee and staff for recommendations and present draft recommendations to the Committee and Council.
- (u) Present the completed program to the Town Council.
- (v) Assist the Town with calculation, development and adoption of implementing ordinances and/or resolutions.
- (w) Assist the Town with recurring annual rate calculation, development and adoption of ordinances and/or resolutions which include Council communication and exhibits (to be detailed and itemized under “recurring costs”).
- (x) Consultant may be required to provide additional services regarding challenges, public protests, administrative hearings or similar matters. These items would be billed as additional services at a separate hourly rate.
- (y) Consultant shall be available to represent the Town, serve as an expert witness and provide supporting documentation as necessary.

1.4 OPPORTUNITY OFFERED

The initial contract for services (“Contract”) is for a five (5) year term. The Contract may be renewed upon mutual agreement of the parties, subject to the terms and conditions of the Contract. Extensions of the Contract may not exceed ten (10) years.

Upon completion of the initial term of the Contract, the maximum annual fee may be increased, on annual basis, at the Town’s discretion. Such increase shall not exceed five percent (5%) of the annual fee of the existing Contract.

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

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1.5 TIMETABLE

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

Activity	Date, Time and Location
RFP available for download on website	On or about: Friday, December 13, 2019, at: http://southwestranches.org/procurement
Deadline for Submission of Written Comments/Questions	Friday, January 3, 2019 , the Procurement Office, 13400 Griffin Road, Southwest Ranches, FL 33330.
Response to Written Comments/Questions	Wednesday, January 8, 2019
Deadline for Submission of Proposals	11:00 a.m. local time, on Tuesday, January 14, 2019 , at the Procurement Office, 13400 Griffin Road, Southwest Ranches, FL 33330.
Public Opening	11:00 a.m. local time, on Tuesday, January 14, 2019 , at the Town’s Grand Oak Conference Room or Council Chambers located at the Town Hall.
Submittal Evaluations	To be Determined
Selection Committee meeting(s) and Oral Presentations (if necessary)	To be Determined
Award Date	To be Determined

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

1.6 PROPOSAL SUBMISSION

All proposals must be submitted on 8 ½” x 11” inch size paper. One (1) unbound original and seven (7) bound hard copies of the complete proposal must be received by the Town no later than 11:00 a.m. local time on **Tuesday, January 14, 2019**. Sealed price proposals shall be submitted separately and clearly marked “PRICE PROPOSAL”. Proposer must also submit an electronic copy of the proposal on a CD or flash drive in a PDF or similar format, excluding the sealed price proposal. Refer to Section 3 for specific details. The original and all copies must be submitted in a sealed envelope or container. Proposer’s *complete return address* must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Town of Southwest Ranches
 Venessa Redman, Sr. Procurement & Budget Officer
 Procurement Department
 13400 Griffin Road
 Southwest Ranches, FL 33330

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Consultant Services to Update the Methodology and Fees for the
Fire Assessment Program

Due Date: **Tuesday, January 14, 2019**

Hand-carried proposals may be delivered to the above address ONLY between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the Town.

Proposer is responsible for informing any commercial delivery service, if used, of all delivery requirements and for insuring the required address information appears on the outer wrapper or envelope.

The Proposal Response Forms, located in the appendices, must be signed by an officer of the proposing entity or other authorized person (“Authorized Person”).

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

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

1.7 CONTACT PERSON

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

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

1.8 PROCUREMENT CODE

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

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

1.9 CONE OF SILENCE

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

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

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

1.10 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e-mail, or U.S. Mail no later than **Friday, January 3, 2019**, to the address listed in this RFP Timetable (*See* Section 1.5) or fax number or e-mail address listed for the Contact Person (*See* Section 1.7). The request must contain the proposer's name, address, phone number, facsimile number and e-mail address.

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

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

It is the sole responsibility of the proposer to routinely check for any amendments which may have been issued prior to the deadline for submission of proposals. The Town shall not be responsible for the completeness of any RFP package not downloaded from this website or purchased directly

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from the Department. A proposer may verify with the designated Contact Person (*See* Section 1.7), that proposer has received all amendments to this RFP prior to the submission of its proposal.

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

1.11 DISCLAIMER

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

SECTION 2
TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

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

2.2 MODIFIED PROPOSAL

Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.5). The Town will only consider the latest proposal submitted.

2.3 WITHDRAWAL OF PROPOSAL

A proposal may be withdrawn only by written notification. Letters of Withdrawal received after the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.5) will not be accepted unless the Contract has been awarded to another proposer or no award has been made within ninety (90) days after the deadline for submission of proposals. Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a Contract is awarded.

2.4 LATE PROPOSAL; LATE MODIFIED PROPOSAL

Proposals and/or modifications to proposals received after the deadline for submission of proposals specified in the RFP Timetable (*See* Section 1.5) shall not be considered.

2.5 RFP POSTPONEMENT/CANCELLATION

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

2.6 COSTS INCURRED BY PROPOSER

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

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

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

2.8 NEGOTIATIONS

The Department may recommend the award of a contract to the Town Council on the basis of the initial proposals received without further negotiation; therefore, each submitted proposal should contain Proposer's best offer. Negotiations, if any, will be conducted by a designated representative of the Department. No negotiation team shall be established for this RFP.

2.9 RIGHT TO PROTEST

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

2.10 RULES; REGULATIONS; LICENSING REQUIREMENTS

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

The Town, at its discretion, reserves the right to inspect Proposer’s facilities to determine their capability of meeting the requirements of this RFP and the Contract Award. Also, price, responsibility, and responsiveness of Proposer, including the financial position, experience, staffing, equipment, materials, references of Consultant, and past history of service by Consultant

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to the Town and/or with other units of state, and/or local government in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service, within its sole discretion.

2.11 SELECTION PROCESS

2.11.1 Evaluation of Proposals

- (a) Determination of Responsiveness. All proposals timely received will be opened by the Department. A list of proposers which have submitted proposals in response to this RFP will be recorded. Each proposal will be evaluated by the Department for responsiveness. A responsive proposal is one which has been signed, has been submitted by the specified submission time and conforms to the requirements of this RFP. Failure to provide the information required to be submitted with the proposal (as stated in Section 3) is considered sufficient cause to deem a proposal non-responsive. While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a proposal, especially information relating to establishing financial/business stability. A proposer, who fails to comply with all of the required and/or desired elements of this RFP, does so at its own risk.

- (b) Selection Committee Meeting/Oral Presentations. Except as otherwise provided for herein, a selection committee will meet to evaluate all responsive proposals for purposes of making an award recommendation to the Department (the "Selection Committee"). Each proposer may be required to make an oral presentation to the Selection Committee and will be allowed a maximum of fifteen (15) minutes to make its presentation. Oral presentations shall be limited to clarifying and further detailing the content of the written proposal submitted and to providing answers to the Selection Committee's questions. The Selection Committee will not consider new or alternative proposals made during oral presentations; therefore, each written proposal submitted should contain the proposer's best offer.

Notwithstanding any provision of this RFP to the contrary, in the event only one (1) responsive, responsible proposal is received, no Selection Committee meeting shall be required, and the Department, in its sole and absolute discretion, may elect to negotiate with the sole proposer or cancel this RFP process. The Town Administrator will make a recommendation to the Town Council for award of any contract resulting from the negotiations.

After review of all submissions, the selection committee will short list the firms and may require public presentations by no fewer than three (3) firms (provided at least three (3) firms respond) regarding their qualifications,

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approach to the project, and ability to furnish the required services. In determining whether a firm is qualified, the TOWN shall consider such factors as: the ability and experience of professional personnel; past performance; knowledge and experience with similar primarily rural residential municipalities, willingness to meet time and budget requirements; location; recent, current and projected workloads of the firms, and such other factors as may be required by Florida Statutes. Toward that end, the Selection Committee will rank each proposal in order of preference with a score of one (1) being the best, two (2) being second best, and so forth. After each member of the Selection Committee ranks, totals will be calculated and the lowest score will become the highest ranking firm for short listing purposes only. Once the short list is established, the sealed envelopes containing the price proposals will be opened and considered as a criterion for the determination of the best qualified firm which is decided after the oral presentations, if required. If oral presentations are required, those firms will be notified by telephone within twenty-four hours; followed up by letter; and advised of date, time, and location of formal presentations. Prior to oral presentations, all previous rankings will be zeroed out. After hearing all oral presentations, the Selection Committee will score each proposal in accordance with the scoring system set forth in Amendment I of this RFP.

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

2.11.2 Award Recommendation. The Department will post the award recommendation(s) (“Notice of Recommended Award) at the Department offices for a period of five (5) business days for review by interested parties. The selected proposer will be notified of the recommendation for award by mail.

To obtain a current posting of Notices of Recommended Award, please visit the Department’s website: <http://southwestranches.org/procurement/>.

2.11.3 Negotiation. After the posting of the Notice of Recommended Award, the Selection Committee will enter into negotiations with the selected proposer, if applicable. If, for any reason, the contract cannot be awarded to the selected proposer, or the Selection Committee determines that it is unable to negotiate a contract with the selected proposer, the Selection Committee and the Town Council may elect to cancel the award recommendation and commence negotiations with the next highest ranked proposer, issue a new solicitation or elect to cancel the RFP process in its entirety. In the event the Department elects to commence negotiations with the next highest ranked proposer, this process may continue until a contract has been executed by a proposer or all

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proposers have been rejected. A proposer shall not have any rights against the Town, its officers, employees or agents arising from negotiations.

2.12 CONTRACT AWARD

The Contract shall be awarded to the top-ranked firm, which successfully negotiates a contract for services, at compensation which the Town deems fair, reasonable and competitive. The terms of the Contract will be consistent with this RFP, the Town's Procurement Code, and applicable law. The Contract shall be prepared by the Town and subject to the approval of the Town Council.

2.13 METHOD OF PAYMENT

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

2.14 ASSIGNMENT

This RFP and any contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding the foregoing, the Contract is personal to the Consultant, and Consultant may not, either directly or indirectly, assign its rights or delegate its obligations to the Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

2.15 CANCELLATION

Failure on the part of the awarded proposer to comply with the terms of this RFP and to execute and deliver any required Contract Documents (as hereinafter defined on Exhibit "A"), and insurance, will result in the cancellation or rescission of the award. If this occurs, the Town may proceed to award the contract to the responsive and responsible proposer with the next highest ranking by the selection committee, or to re-advertise the Request for Proposals, and in its sole discretion, whenever deemed in the best interests of the Town.

2.16 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RFP or the Contract shall be deemed to create a partnership or joint venture with the Town. Consultant shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work (as hereinafter defined on Exhibit "A") to be performed hereunder.

2.17 COMPLIANCE WITH LAW

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

2.18 WAIVER OF LIABILITY

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

2.19 INDEMNIFICATION

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

2.20 PATENT AND COPYRIGHT INDEMNIFICATION

Proposer agrees to indemnify, defend, save and hold harmless the Town, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Contract.

2.21 SECONDARY/OTHER VENDORS

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

2.22 DEFAULT PROVISION

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

2.23 GOVERNING LAW

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

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2.24 REMEDIES FOR BREACH

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

2.25 WRITTEN CONTRACT

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

2.26 PUBLIC RECORDS LAW

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

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

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

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

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

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

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

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

2.27 DISPUTES

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

2.28 SELECTION CRITERIA

See Attachment "1", Selection Criteria/Scoring Instructions.

2.29 CONTRACT PROVISIONS

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

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

2.30 INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Proposal award within thirty (30) days of awarding. Proposer hereby holds the Town harmless and agrees

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to indemnify the Town and covenants not to file a Proposal protest or sue the Town by virtue of such cancellation or rescission.

2.31 INSURANCE COVERAGE

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

- (a) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate.
- (b) Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Consultant shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000) for each incident, and One Hundred Thousand Dollars (\$100,000) for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
- (c) Comprehensive General Liability Insurance with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily
 Injury and Property Damage
 Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$1,000,000.00 Combined Single Limit, Bodily
 Injury and Property Damage
 Liability per occurrence

- (d) Comprehensive Automobile Liability Insurance. Consultant shall carry business automobile liability insurance with minimum limits listed below. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.

\$500,000 Combined Single Limit, Bodily
 Injury and Property Damage
 Liability per occurrence

2.32 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

2.33 DISCLOSURE OF OWNERSHIP INTEREST

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

2.34 CONFLICT OF INTEREST

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

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

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

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

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

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

SECTION 3
PROPOSAL REQUIREMENTS

3.1 PROPOSAL FORMAT AND CONTENT

3.1.1 Format. Proposals should be typed, double spaced and submitted on 8 ½" x 11" size paper, using a single method of fastening (e.g., stapled, binder, etc.). The electronic copy of the proposal should be submitted on a CD or flash drive in a PDF or similar format. Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

3.1.2 Letter of Transmittal. Proposals should contain a Letter of Transmittal addressed to the contact person, and should, at a minimum, contain the following:

- (a) The RFP number (i.e. RFP No. 20-001).
- (b) Identification of proposer, including name, address, and telephone number.
- (c) The name, title, address, telephone/fax number, and e-mail address of proposer's contact person during the period of proposal evaluation.
- (d) The printed name and title and the signature of a person authorized to bind to the terms of the proposal.

3.1.3 Table of Contents. Proposals should contain a Table of Contents. The Table of Contents should outline all of the areas of the proposal in sequential order.

3.1.4 Technical Proposal. Proposals must contain all of the documents listed in this Section 3, as well as all Appendices hereto, each fully completed, signed and notarized, as required. Failure of a proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive. All items should be submitted as a part of the proposal prior to the deadline for submission of proposals (*See* Section 1.5).

The Department reserves the right to request additional information to be used for evaluating responses received from any or all proposers, including, but not limited to, additional references or financial information. Further, the Department retains the right to disqualify from

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further consideration any proposer who fails to demonstrate sufficient ability to perform under the Agreement.

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

A set of tabs to identify each section of the proposal should be inserted to facilitate quick reference. Each section of the proposal should be clearly labeled using the paragraph headings set forth below.

3.2 EXPERIENCE AND QUALIFICATIONS

Each proposer shall complete the attached Qualifications Statement detailing its experience, qualifications, and background in similar projects, which shall include, at a minimum, the following information:

3.2.1 Description of Business Organization. Proposer shall include a description of proposer's business organization (i.e., corporation, LLC, partnership, joint venture or sole proprietorship), along with the following information, depending on the organizational structure: If a corporation, attach the Articles of Incorporation.

- If an LLC, attach the Articles of Organization.
- If a partnership, attach a copy of the Partnership Agreement.
- If a joint venture, list date of organization, attach a copy of the Joint Venture Agreement, indicate if the joint venture has done business in Florida and where. Include a description of the business organization of each of the joint venture partners, including the organizational documents for each of the joint venture partners (i.e., corporations, attach the Articles of Incorporation for each joint venture partner, etc.).

3.2.2 History of Company. Proposer shall include a brief history of the company. Proposer shall note any changes in company name and ownership structure and any other names under which the company has been doing business. Proposer should note whether or not the company is currently registered to do business in the State of Florida. The selected proposer shall be registered to do business in the State of Florida prior to the effective date of the Agreement. Proposer should indicate whether or not it intends to enter into the Agreement in the name of proposer or to create a single purpose entity for the purpose of this project. In the event proposer is a joint venture, proposer should provide a history of each entity forming a part of the joint venture. In the event of a newly-formed entity, the requirements listed below shall be furnished for the principal entity(ies) forming such newly-formed entity.

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3.2.3 Experience. Proposer shall submit a detailed statement of its experience, qualifications, and background in similar projects. Proposer's statement should include, at a minimum, a detailed history of proposer's pertinent experience within the preceding ten (10) years.

3.2.4 References. Proposer shall be required to submit a minimum of three (3) references with knowledge of proposer's recent experience in similar projects. Each reference should include the name of the company, contact names, addresses, and telephone/fax numbers. The contact person must have been informed that he or she is being used as a reference and that the Town may be calling them. DO NOT list persons who will be unable to answer specific questions regarding proposer's experience.

3.2.5 Legal/Contractual History.

- (a) Proposer shall provide the name, location and date of any of the proposer's agreements for similar projects which have been terminated, either voluntarily or involuntarily, within the past five (5) years. Proposer shall provide an explanation of the reason(s) for termination and a contact name, address and telephone number of the other contracting party. A contact person shall be someone who has personal knowledge of the contract. The contact person must have been informed that he or she is being used as a reference and that the Town may be calling them. DO NOT list persons who will be unable to answer specific questions regarding the requirement.
- (b) Proposer shall provide a list of any judgments or lawsuits currently pending against the proposer or any lawsuit filed against or judgment offered against Proposer within the last ten (10) years. Also, list any lawsuits filed by Proposer in the last ten (10) years.
- (c) Proposer shall provide a written statement declaring whether proposer has ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court and the status of each occurrence.
- (d) In the event proposer is a joint venture, Proposer shall provide the required information for each entity forming a part of the joint venture.

3.3 ADDITIONAL DOCUMENTATION

The following documents are to be executed, notarized, if applicable, and submitted in the order listed below. The documentation must be located after the Proposal as a condition to this Request for Proposal:

- 1. Proposer's Notarized Certification;
- 2. Proposer's W-9;
- 3. Certificate of Insurance;
- 4. Notarized Non-Collusive Affidavit;
- 5. Notarized Qualifications Statement;

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6. Notarized Disclosure of Ownership Interest;
7. Notarized Drug Free Workplace Certification; and
6. References.

3.4 SEALED PRICE PROPOSAL

Proposer shall prepare a price proposal which contains the initial cost for service and recurring costs, for each remaining year of the Contract, pursuant to Selection Criteria, Attachment 1.

Proposer's price proposal shall be submitted in a separate sealed envelope to be opened as specified in the RFP Timetable (See Section 1.5). Sealed price proposals must comply with the requirements of Section 1.6 and clearly marked "PRICE PROPOSAL".

3.5 ADDITIONAL REQUIREMENTS

The successful proposer shall be familiar with the unique makeup of the Town, fees of similar Florida municipalities, county fees, rates, assessment schedules, and Florida Statutes, Laws, Rules and promulgations, which govern local government fee assessments and budgeting processes.

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ATTACHMENT 1
SELECTION CRITERIA/SCORING

Qualifications and experience (20 Points)

- Qualifications shall include degrees, professional certifications, and any other relevant credential for Proposer and staff performing services under the Contract.
- Proposer's experience with similar projects and entities.

Approach to tasks to be performed (35 Points)

- Ability to meet timelines and deadlines.
- Suitability of the methodology and approach used in tasks, including:
 - a. Apportionment between response and readiness;
 - b. Parcel category classification(s); and
 - c. Dwelling unit, square footage, acreage or assessed/taxable valuation.

Client References (10 Points)

- Feedback from current and past clients of individual/firm

Cost (To be submitted in a separately sealed envelope) (25 Points)

- Cost structure (up-front /initial costs);
- Cost structure (recurring costs);
 - a. Including reporting and updating response data annually; and
 - b. Excluding updating response data annually.
- Total cost over the projected lifespan of contract (5 yrs.); and
- Cost structure (hourly rate for additional services).

Presentation Quality (5 Points)

- Quality, professionalism, and conciseness of letter of any required supplemental submission and/or oral presentations.

Other Criteria (5 Points)

- Adherence to the requirements of the Request for Proposals.

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APPENDIX "A"
PROPOSAL RESPONSE FORM

**CONSULTANT SERVICES TO UPDATE THE METHODOLOGY AND FEES FOR
THE FIRE ASSESSMENT PROGRAM
(RFP No. 20-001)**

****This signature page must be completed by an Authorized Person (See Section 1.6 of RFP)****

Type or print proposer's contact information below:

Name: _____

Title: _____

Company Name: _____

Address: _____

City/State/ZIP: _____

Telephone No. _____ Fax No: _____

Signature: _____

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

(Corp. Seal)

OR:

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

STATE OF _____

(Signature of Notary)

COUNTY OF _____

(Notary's Printed Name)

My Commission Expires: _____

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APPENDIX B- DISCLOSURE OF OWNERSHIP INTEREST AFFIDAVIT

TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF _____

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

1. Affiant appears herein as:

an individual or

the _____ of _____.

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

2. Affiant’s address is:

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

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

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

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

AFFIANT FURTHER SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

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

Notary Public

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

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Disclosure of Ownership Interests

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address
_____	_____
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APPENDIX C- DRUG FREE WORKPLACE

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

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

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

PROPOSER'S SIGNATURE: _____

PROPOSER: _____

TOWN OF SOUTHWEST RANCHES
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APPENDIX D SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

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

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

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

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

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

(i). A predecessor or successor of a person convicted of a public entity crime; or

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

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

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

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

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

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

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
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PROPOSER: _____

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

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

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APPENDIX E
NON-COLLUSION AFFIDAVIT

State of _____) ss:

County of _____)

_____ being first duly sworn deposes and says that:

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

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES
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PROPOSER: _____

By: _____

(Printed Name)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____

Or Produced Identification _____
(Type of Identification)

Notary Public - State of _____

Notary Signature

My Commission Expires _____

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

TOWN OF SOUTHWEST RANCHES
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APPENDIX F
OFFEROR'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: Town of Southwest Ranches
Venessa Redman, Sr. Procurement & Budget Officer

ADDRESS: 13400 Griffin Road
Southwest Ranches, Florida 33330

SUBMITTED BY: _____

- CIRCLE ONE
- Corporation
- Limited Liability Company
- Joint Venture
- Partnership
- Other

NAME: _____ Individual

ADDRESS: _____

TELEPHONE NO. _____

FAX NO. _____

E-MAIL ADDRESS: _____

1. State the true, exact, correct and complete name of the partnership, corporation, limited liability company, joint venture, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Offeror is: _____

The address of the principal place of business is: _____

TOWN OF SOUTHWEST RANCHES
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2. If Offeror is a corporation, answer the following:

Date of Incorporation: _____
State of Incorporation: _____
President's name: _____
Vice President's name: _____
Secretary's name: _____
Treasurer's name: _____

g. Name and address of Resident Agent:

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

a. Date of organization: _____

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

c. State whether general or limited partnership: _____

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

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

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

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

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

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

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

(name)	(address)	(phone number)
--------	-----------	----------------

(name)	(address)	(phone number)
--------	-----------	----------------

(name)	(address)	(phone number)
--------	-----------	----------------

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

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

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

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

Signature

State of _____
County of _____

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

TOWN OF SOUTHWEST RANCHES
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APPENDIX G
OFFEROR'S CERTIFICATION WHEN OFFEROR IS AN INDIVIDUAL

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Offeror hereto has executed this Form this _____ day of _____, 20____.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

Town/State/Zip

Business Phone Number

State of _____
County of _____

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

TOWN OF SOUTHWEST RANCHES
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APPENDIX H OFFEROR'S CERTIFICATION WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Offeror hereto has executed this Form this _____ day of _____, 20____.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

Town/State/Zip

Business Phone Number

State of _____
County of _____

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

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APPENDIX I
OFFEROR'S CERTIFICATION WHEN OFFEROR IS A PARTNERSHIP

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Offeror hereto has executed this Form this _____ day of _____, 20__.

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Printed Name of Partner

Witness

Business Address

Town/State/Zip

Business Phone Number

State of Registration

State of _____
County of _____

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

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APPENDIX J
OFFEROR'S CERTIFICATION WHEN OFFEROR IS A CORPORATION, LIMITED LIABILITY COMPANY OR OTHER BUSINESS ENTITY

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

IN WITNESS WHEREOF, the Offeror hereto has executed this Form this _____ day of _____, 20____.

Printed Name of Corporation or Company

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST: _____
Address of Corporation or Company

By _____
Secretary _____
City/State/Zip

Business Phone Number

State of _____
County of _____

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

WITNESS my hand and official seal.

NOTARY PUBLIC

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

TOWN OF SOUTHWEST RANCHES
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APPENDIX K
CERTIFICATE OF AUTHORITY (If Individual/Sole Proprietor)

State of _____)

) ss:

County of _____)

I HEREBY CERTIFY that _____, as Principal or Owner of (Company name) _____, is hereby authorized to execute the Proposal dated _____ 20____, to the Town of Southwest Ranches and his execution thereof, attested by the undersigned, shall be the official act and deed of _____ . (Company Name)

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

Secretary:

(SEAL)

PROPOSER: _____

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APPENDIX L
CERTIFICATE OF AUTHORITY (If Corporation or Limited Liability Company)

State of _____)

) ss:

County of _____)

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

“RESOLVED, that _____, as President of the Corporation or authorized representative of a Limited Liability Company, be and is hereby authorized to execute the Proposal dated, _____, 20____, to the Town of Southwest Ranches and this Corporation or Limited Liability Company and his execution thereof, attested by the Secretary of the Corporation or Limited Liability Company, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation or Limited Liability Company.”

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation or Limited Liability Company this _____ day of _____, 20____.

Secretary:

(SEAL)

PROPOSER: _____

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APPENDIX M
CERTIFICATE OF AUTHORITY (If Partnership)

State of _____)

) ss:

County of _____)

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

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

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

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

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

Secretary:
(SEAL)

PROPOSER:_____

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APPENDIX N
CERTIFICATE OF AUTHORITY (If Joint Venture)

State of _____)
) ss:
County of _____)

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

A corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

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

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

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

Secretary:
(SEAL)

PROPOSER: _____

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APPENDIX O
GOVERNMENTAL CONTACT INFORMATION

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

NAME OF AGENCY	OF	ADDRESS	PHONE NUMBER	CONTACT PERSON

PROPOSER: _____

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APPENDIX P
PROPOSER CONFIRMATION OF QUALIFICATIONS

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

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

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

Proposer: _____

Proposer's Name: _____

Proposer's Address: _____

Proposer's Phone Number: _____

Proposer's Email: _____

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

PROPOSER: _____

[Signatures on next page]

TOWN OF SOUTHWEST RANCHES
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State of Florida

County of _____

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

WITNESS my hand and official seal.

NOTARY Public Records of _____ County, Florida

Notary Signature

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

PROPOSER: _____

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APPENDIX Q
PROPOSER EXPERIENCE QUESTIONNAIRE

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

List comparable contract experience and client references:

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

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Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

PROPOSER: _____

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APPENDIX R
SUB-CONTRACTOR LIST

In the form below, the proposer shall list all subcontractors to be used on this project if the proposer is awarded the Contract for this project. This list shall not be amended without the prior written consent of the Town.

<u>CLASSIFICATION OF WORK</u>	<u>NAME</u>	<u>ADDRESS</u>

PROPOSER: _____

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APPENDIX S
ACKNOWLEDGEMENT OF ADDENDA

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

Addendum No.1 _____

Addendum No.2 _____

Addendum No.3 _____

Addendum No.4 _____

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
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APPENDIX T
LIABILITY CLAIMS

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

1. Name and Location of project: _____

2. Contact information for Project Owner:

a. Name: _____

b. Address: _____

c. Phone: _____

d. Email: _____

3. Nature of Claim: _____

4. Date of Claim: _____

5. Resolution Date of Claim and how resolved: _____

6. If applicable:

a. Court Case Number: _____

b. County: _____

c. State: _____

PROPOSER: _____

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APPENDIX U
W-9

INSERT W-9

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APPENDIX V
PROOF OF INSURANCE

INSERT PROOF OF INSURANCE

TOWN OF SOUTHWEST RANCHES
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APPENDIX W
ANTI-LOBBYING CERTIFICATION FORM

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

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

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

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

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

Organization: _____

Street address: _____

City, State, Zip: _____

Certified By: _____

(type or print)

Title: _____

Signature: _____

Date: _____

TOWN OF SOUTHWEST RANCHES
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APPENDIX X
STATEMENT OF NO RESPONSE

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

Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: vredman@southwestranches.org

REASONS

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

Explanation: _____

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

Desire to receive future Town solicitations? Yes No

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COMPANY: _____

NAME: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: (_____) _____ DATE: _____

**TOWN OF SOUTHWEST RANCHES
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EXHIBIT “A”



**AGREEMENT
BETWEEN THE
TOWN OF SOUTHWEST RANCHES
AND**

**RFP NO.: 20-001
CONSULTANT SERVICES TO UPDATE THE METHODOLOGY AND FEES FOR
THE FIRE ASSESSMENT PROGRAM**

TOWN OF SOUTHWEST RANCHES
REQUEST FOR PROPOSALS FOR CONSULTANT FOR
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AGREEMENT FOR
“RFP No.: 20-001 CONSULTANT SERVICES TO UPDATE THE METHODOLOGY
AND FEES FOR THE FIRE ASSESSMENT PROGRAM

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

WHEREAS, the Town desires to contract for Consultant Services to Update the Methodology and Fees for the Fire Assessment Program (the “Project”); and

WHEREAS, the Town advertised an Request For Proposals, RFP No. 20-001 on _____, 20____ (“RFP”); and

WHEREAS, __ Proposals were received by the Town on _____, 20____; and

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

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

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

Section 1: Scope of Services

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

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generated onsite in the performance of the Work have likewise been included and accounted for within the Contract Price.

Section 2: Term of this Contract and Contract Time

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

“RFP No.: 20-001 CONSULTANT SERVICES TO UPDATE THE METHODOLOGY AND FEES FOR THE FIRE ASSESSMENT PROGRAM”

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

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

Section 3: Compensation & Method of Payment

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

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

3.3 The Town and Consultant agree that payment will be subject to (a) the delivery of an invoice by Consultant to the Town once every thirty (30) days, and (b) confirmation by the Town, that the Work included in the invoice has been performed in accordance with this Contract. Upon verification by the Town that the invoiced Work has adequately been performed, the Town shall have thirty (30) days thereafter to pay the invoice.

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

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

Section 4: Assignment

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

Section 5: Insurance

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

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- 5.6 Consultant shall carry the following minimum types of insurance:
- A. **WORKER’S COMPENSATION:** Worker’s Compensation Insurance is to apply to all employees in compliance with the “Workers’ Compensation Law” of the State of Florida and all applicable federal laws. Consultant shall carry Worker’s Compensation Insurance with the statutory limits, which shall include employer’s liability insurance with a limit of not less than **One Hundred Thousand Dollars (\$100,000)** for each incident, and **One Hundred Thousand Dollars (\$100,000)** for each disease. Policy(ies) must be endorsed with waiver of subrogation against the Town.
 - B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Consultant shall carry business automobile liability insurance with minimum limits of **Five Hundred Thousand Dollars (\$500,000)** per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without restrictive endorsements, as filed by the Insurance Services Office, and must include all owned vehicles and all hired or non-owned vehicles.
 - C. **COMMERCIAL GENERAL LIABILITY:** Consultant shall carry Commercial General Liability Insurance with limits of not less than **Five Hundred Thousand Dollars (\$500,000)** per occurrence combined single limit for bodily injury and property damage, and not less than **One Million Dollars (\$1,000,000)** in the aggregate. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office (ISO), and the policy must include coverages for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, personal injury and explosion, collapse and underground (X-C-U). Personal injury coverage shall include coverage that has the employee and contractual exclusions removed. The ISO form of the policy must be acceptable to the Town.
 - D. **PROFESSIONAL LIABILITY INSURANCE:** in an amount not less than \$1,000,000 per occurrence/\$2,000,000 in aggregate.
- 5.7 Consultant shall provide the Town with a copy of the Certificates of Insurance or endorsements evidencing the types of insurance and coverages required by this Section prior to beginning Work under this Contract and, at any time thereafter, upon request by the Town.
- 5.8 Consultant’s Insurance Policies shall be endorsed to provide the Town with at least thirty (30) calendar days’ prior written notice of cancellation, non-renewal, restrictions, or reduction in coverages or limits. Notice shall be sent to:

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

And

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

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

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- 5.17 The clauses “Other Insurance Provisions” and “Insured Duties in the Event of an Occurrence, Claim or Suit” as it appears in any policy of insurance in which the Town is named as an additional named insured shall not apply to the Town in any respect. The Town shall use its best efforts to provide written notice of occurrence within thirty (30) working days after the Town’s actual notice of such event.
- 5.18 Notwithstanding any other provisions of this Contract, Consultant’s obligation to maintain all required insurance as specified in this Section of the Contract shall survive the expiration or earlier termination of this Contract.

Section 6: Copyrights and Patent Rights

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

Section 7: Laws and Regulations

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

Section 8: Taxes and Costs

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

Section 9: Indemnification

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

Section 10: Non-discrimination

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

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further assures that all subcontractors and independent contractors are not in violation of the terms of this Section of the Contract.

Section 11: Sovereign Immunity

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

Section 12: Prevailing Party Attorneys' Fees

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

Section 13: No Third Party Beneficiaries

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

Section 14: Funding

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

Section 15: Manner of Performance

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

Section 16: Public Records

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

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allow access by the Town and the public to all documents subject to disclosures under applicable law.

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

Consultant agrees to keep and maintain public records required by the Town to perform the service in Consultant's possession or control in connection with Consultant's performance under this RFP and any contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Consultant 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 Consultant does not transfer the records to the Town.

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

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

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

Section 17: Termination

The Contract may be terminated upon the following events:

- A. Termination by Mutual Agreement.** In the event the parties mutually agree, in writing, this Contract may be terminated on the terms and dates stipulated therein.
- B. Termination for Convenience.** This Contract may be terminated for convenience by the Town upon the Town providing Consultant with **thirty (30) calendar days'** written notice of the Town's intent to terminate this Contract for convenience. In the event that this Contract is terminated by the Town for convenience, Consultant

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shall be paid ONLY for Work performed and approved by the Town as of the date that this Contract is terminated, plus any direct and reasonable expense sustained up to the date of receipt of the written notice. In no event shall the Town be liable for consequential damages, including, but not limited to, lost profits on Work not yet performed, and no other compensation or damages, other than as set forth in this Section, shall be paid to or recovered by Consultant in any legal proceeding against the Town. Upon being notified of the Town's election to terminate, Consultant shall immediately cease performing any further Work or incurring additional expenses. Consultant acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by the Town, the adequacy of which is hereby acknowledged by Consultant, is given as specific consideration to Consultant for the Town's right to terminate this Contract for convenience.

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

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2. Consultant's insolvency, bankruptcy or receivership;
3. Consultant's violation or non-compliance with Section 11 of this Contract;
4. Consultant's failure to maintain any Insurance required by Section 6 of this Contract; or
5. Consultant's violation of Section 18 of this Contract.

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

Section 18: Public Entity Crimes Information Statement

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

Section 19: Use of Awarded Proposal by Other Governmental Units

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

Section 20: Change Orders and Modification of Contract

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

Section 21: No Waiver of Rights

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

Section 22: Jurisdiction and Venue

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

Section 23: WAIVER OF RIGHT TO JURY TRIAL

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

Section 24: Gender

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

Section 25: Time is of the Essence

Time is of the essence for all of Consultant's obligations under this Contract.

Section 26: Days

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

Section 27: Written Mutual Agreement

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

Section 28: No Amendment or Waiver

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

Section 29: Severability

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

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

To prevent litigation, it is agreed by the parties hereto that the Town Administrator shall solely decide all questions, claims, difficulties and disputes of, whatever nature, which may arise relative to this Contract, including, but not limited to, Consultant's fulfillment of its obligations under this Contract as to the character, quality, amount and value of any Work done or proposed, to be done

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or furnished, under or by reason of, the Contract. Further, to the extent required or permitted by the agreement between the Town and its professional for this Project, the professional shall have access to the Work, the right to conduct testing or inspections, to reject non-conforming work, and to review pay applications. The Town Administrator's decision shall be reduced to writing, and a copy furnished to Consultant within a reasonable time following submission to the Town of the question, claim, difficulty or dispute as referenced above. The Town Administrator's decision shall be final and conclusive.

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

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

Section 31: Notice

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

If to the Town:

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

With a copy to:

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

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If to Consultant:

Section 32: Miscellaneous

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

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

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

- C. Independent Consultant.** Consultant is an independent contractor of the Town under this Contract. Services provided by Consultant pursuant to this Contract shall be subject to the supervision of Consultant. In providing such services, neither Consultant nor its agents

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shall act as officers, employees or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work and services rendered under this Contract shall be exclusively and solely those of Consultant. This Contract shall not constitute or make the Town and Consultant a partnership or joint venture.

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

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

- E. Contingency Fee.** Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this provision, the Town shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- F. Materiality and Waiver of Breach.** The Town and Consultant agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Contract and, therefore, is a material term hereof. The Town's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.
- G. Joint Preparation.** The Town and Consultant both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Contract has been their joint effort. The language agreed to herein

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express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

- H. Drug-Free Workplace.** Consultant shall maintain a drug-free workplace.
- I. Headings.** Headings are for convenience of reference only and shall not be considered in any interpretation of this Contract.
- J. Binding Authority.** Each person signing this Contract on behalf of either party individually warrants that he or she has full legal power to execute this Contract on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Contract.
- K. Truth-in-Negotiation Certificate.** Signature of this Contract by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

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

WITNESSES:

CONSULTANT:

By: _____
Name: _____
Title: _____
_____ day of _____ 20____

TOWN OF SOUTHWEST RANCHES

By: _____
Doug McKay, Mayor
_____ day of _____, 20____

By: _____
Andrew D. Berns,
Town Administrator
_____ day of _____, 20____

ATTEST:

Russell Muñiz, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff, Town Attorney