



CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services ("Contract") is entered into as of December 03, 2024, between the District Board of Trustees of Broward College, Florida ("College") and SHENANDOAH GENERAL CONSTRUCTION LLC ("Vendor") (collectively, the "Parties"), will be in effect until three (3) years original contract term plus any three one-year renewal options ("Contract").

1. INVOICES AND PAYMENTS.

A copy of all invoices (including an itemization of the date, hours expended, and description of the deliverable) shall be sent to the attention of Marcus Wilson, mwilson2@broward.edu. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately thirty (30) days from receipt of an undisputed invoice, acceptance of deliverables, and upon satisfaction of the College conditions that are detailed herein.

2. INDEMNIFICATION.

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

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

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

4. TERMINATION FOR DEFAULT.

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

5. TERMINATION FOR CONVENIENCE.

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

6. AUDIT.

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

7. NONDISCRIMINATION.

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

8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

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

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

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

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

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

10. NO WAIVER OF SOVEREIGN IMMUNITY.

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

11. COLLEGE'S TAX EXEMPTION.

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

12. ASSIGNMENT/GUARANTOR.

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

13. FORCE MAJEURE.

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

14. AMENDMENTS.

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

15. ENTIRE AGREEMENT.

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

16. COMPLIANCE.

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

17. APPLICABLE LAW/VENUE.

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

18. VENDOR NOT TO LIMIT WARRANTY.

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

19. TERMS/PROVISIONS.

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

20. STATEMENT OF SERVICES.

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

21. COMPENSATION/CONSIDERATION.

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

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

- A. Commercial General Liability
 - 1. Each Occurrence \$ 1,000,000
 - 2. Personal & Advertising Injury \$ 1,000,000
 - 3. General Aggregate \$ 5,000,000
 - 4. Products-Completed Operations \$ 2,000,000

Policy must contain contractual liability coverage.
- B. Automobile Liability \$ 1,000,000
Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.
- C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.
- D. Professional Liability
 - 1. Per Occurrence \$ 1,000,000
 - 2. General Aggregate \$ 2,000,000
- E. Cyber Liability \$ 1,000,000
- F. Pollution Liability
 - 1. Per Occurrence \$ N/A
 - 2. General Aggregate \$ N/A

Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

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

25. INDEPENDENT CONTRACTOR.

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

26. DISPUTES.

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

27. E-VERIFY.

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

28. CHANGE IN PERSONNEL.

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

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

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

30. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its Marcus Wilson, Associate Vice President, Facilities Collegewide Maintenance or that position's designee, and in the case of the other party, permission must be granted by its President or CEO or that position's designee.

31. EMPLOYMENT BENEFITS.

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

32. STOP WORK ORDER.

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

33. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

College

Vendor

FOR VENDOR USE ONLY

Vendor Name (type) Sherandeah General Construction Tax ID No. 59-1707673

Authorized Representative Anthony Guglielmi Title CEO

Address 1898 NW 22nd St.
Pompano Beach, FL 33069 Telephone 954-975-0098

Signature of Vendor  Date 12/4/24

Attested By Name (type) Charles Benman Title CEO
Signature of Attester [Signature] Date Signed 12/4/24

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ Title _____

Signature _____ Date _____

IF REQUIRED

College President Name Donald Astrab

Signature Donald Astrab Date 12/3/2024
Signed by:
6DD41D98CFDA4F4
Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____

Contract for Services

Statement of Work

Exhibit “A”

This contract includes the terms and conditions and provisions of the solicitation Request for Proposals RFP-2024-082-OA – STORM DRAIN CLEANING, REPAIRS, AND MAINTENANCE SERVICES, with latest Amendments, and the Vendor’s response/proposal dated July 31, 2024, with latest Amendments. In the event of any conflict and/or inconsistency between the contract documents, the order of precedence shall be as follows:

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

CONTRACT TERM. The contract commences on the contract commencement date and continuing for a period of three (3) years.

Contract Renewal(s). The term of the contract may, by mutual agreement between the College and the Vendor, upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

The College will, if considering renewal, request a letter of intent to renew from the Vendor prior to the end of the current contract period. The Vendor will be notified when the recommendation has been acted upon by the College.

ADDITIONAL PRODUCTS AND/OR SERVICES MAY BE ADDED OR DELETED.

Although this Contract identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this Contract at the option of the College upon 30 day written notice. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.

Additionally, the College may, upon mutual agreement with the Vendor, require, by written order, changes altering, adding to, or deducting from the contract specifications, provided that such changes are within the general scope of the contract.

PROBATION PERIOD. The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Vendor of any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions.

CONTRACT ADMINISTRATION. The responsibility and authority for the administration of this Contract shall be assigned to the Facilities Management Department, hereinafter referred to in this agreement as Contract Administrator. The Vendor will be required to appoint one or more primary account representatives to work with the College in the administration of this contract. In the event this representative does not meet the College's requirements, the Vendor agrees that it will assign a replacement immediately.

PRICING. All prices submitted under this solicitation shall be quoted F.O.B. destination, included delivery to any College site and shall be firm for the initial three (3) years of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to the College during the course of the contract.

PRICE ADJUSTMENTS. Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, the Vendor may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.

EQUITABLE ADJUSTMENT. The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.

PURCHASE ORDERS. All purchase orders shall bear the contract number, shall be placed by the College directly with the Vendor, and shall be deemed to incorporate by reference the contract and solicitation terms and conditions. Purchase orders issued pursuant to this contract must be received by the Vendor in a timely manner. The Vendor is obliged to fill those orders in accordance with the contract's terms and conditions. Vendors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the contract. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the contract by more than twelve months.

QUANTITIES. The quantities listed are estimated quantities to be ordered throughout the contract period for each item and are not a guaranteed. Actual quantities ordered throughout the contract period may be greater or lesser than the proposal estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time. The College reserves the right to increase or decrease the total quantities.

SCOPE OF WORK

Vendor shall be a Florida licensed, qualified, and experienced company capable to provide Storm Drain Cleaning, Repairs and Maintenance Services at collegewide locations as identified and described by the College's Facilities Department. The Vendor shall provide the services on an as-needed and project-by-project basis, based on the needs of the College, which will be described in subsequent Purchase Order(s) to be issued. The scope of work includes, but is not limited to, the provision of all labor, materials, equipment, services, and incidentals for storm drain cleaning, repairs, and maintenance services.

1. LICENSES

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

STATE OF FLORIDA:

CERTIFIED GENERAL CONTRACTOR; OR CERTIFIED PLUMBING CONTRACTOR; OR CERTIFIED UNDEGROUND UTILITY AND EXCAVATION CONTRACTOR;

OR

BROWARD COUNTY:

CERTIFIED BUILDING CONTRACTOR CLASS "A" (MUST BE REGISTERED WITH THE STATE OF FLORIDA); OR CENTRAL MASTER PLUMBER (MUST BE REGISTERED WITH THE STATE OF FLORIDA); OR GENERAL ENGINEERED

CONSTRUCTION BUILDER; OR PRIMARY PIPELINES (WATER, SEWER, DRAINAGE) - CLASS "A"

2. PERMITS/FEES

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

3. DEBRIS, WASTE AND CHEMICALS

Vendor shall be responsible for the prompt removal of all debris, which is a result of services. Vendor shall apply and dispose of all chemicals and waste in a manner that complies with all local, state, and federal laws and regulations.

4. SUBCONTRACTORS

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

5. TRAFFIC CONTROL

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

6. RESPONSE TIME

Schedule for routine maintenance shall be coordinated with the College. All regular maintenance shall be performed during the College's normal working hours (7:00 a.m. to 4:00 p.m. ET, Monday through Friday) unless otherwise authorized by the College.

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

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

If College requests an Emergency Mobilization and provides a verbal scope to the Vendor, the Vendor shall have two (2) hours to set up at the site of the emergency and begin work. The Vendor must submit an estimate to the College within twenty-four (24) hours of the day of emergency mobilization.

Vendor shall provide a contact person to ensure twenty-four (24) hours response.

7. EMERGENCY CALL-OUT

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

8. PROTECTION OF EXISTING FACILITIES

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

9. CLEANING UP

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

10. CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE)

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

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES EXHIBIT A-1 PRICING				SHENANDOAH GENERAL CONSTRUCTION
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
TV Viewing				
1	Storm Drain (Video Camera) Observation 0 - 48" Log/Written Report	Linear Ft	1	\$6.00
2	Storm Drain (Video Camera) Observation 49" - 72" Log/Written Report	Linear Ft	1	\$15.00
3	Cleaning Box Culverts of Debris and Bituminous Materials Removed	Per Ft	1	\$25.00
Plug Installation & Removal {Includes Minimum Weekly Rental} for:				
4	0" to 12" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00
5	15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00
6	36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00
7	48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00
8	72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1	\$1.00
Pumping				
9	4" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$35.00
10	6" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$40.00
11	8" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1	\$40.00
GENERAL MAINTENANCE AND REPAIRS				
Slip Lining or Equivalent Elliptical Circumference with HDPE Smooth Wall Fused Pipe				
12	Slip Lining 15" Pipe	Linear Ft	1	\$50.00
13	Slip Lining 18" Pipe	Linear Ft	1	\$89.00
14	Slip Lining 24" Pipe	Linear Ft	1	\$99.00
15	Slip Lining 30" Pipe	Linear Ft	1	\$116.00
16	Slip Lining 36" Pipe	Linear Ft	1	\$160.00
17	Slip Lining 42" Pipe	Linear Ft	1	\$228.00
18	Slip Lining 48" Pipe	Linear Ft	1	\$339.00
19	Slip Lining 54" Pipe	Linear Ft	1	\$404.00
20	Slip Lining 60" Pipe	Linear Ft	1	\$494.00
21	CIPP 15" Pipe 15 x 6.7 mm (Burial Depth is 0-6')	Linear Ft	1	\$82.00
22	CIPP 15" Pipe 15 x 8.2 mm (Burial Depth is 6-12')	Linear Ft	1	\$87.00
23	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$97.00
24	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$100.00
25	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6')	Linear Ft	1	\$118.00
26	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$125.00

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES EXHIBIT A-1 PRICING				SHENANDOAH GENERAL CONSTRUCTION
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
27	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6')	Linear Ft	1	\$154.00
28	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12')	Linear Ft	1	\$162.00
29	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$191.25
30	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$201.00
31	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6')	Linear Ft	1	\$275.50
32	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$275.50
33	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$346.75
34	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12')	Linear Ft	1	\$338.75
35	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6')	Linear Ft	1	\$540.00
36	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12')	Linear Ft	1	\$533.75
37	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6')	Linear Ft	1	\$708.00
38	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12')	Linear Ft	1	\$670.00
39	CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6')	Linear Ft	1	\$825.00
40	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12')	Linear Ft	1	\$809.00
41	CIPP 72" Pipe x 30.4 mm Linear Ft	Linear Ft	1	\$933.00
42	CIPP 84" Pipe x 35.5 mm Linear Ft	Linear Ft	1	\$1,229.00
43	CIPP 96" Pipe x 40.6 mm Linear Ft	Linear Ft	1	\$1,540.50
PIPE CLEANING				
Pipe Cleaning and Sediment Removal (Light Cleaning)				
44	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$0.50
45	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$0.50
46	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$0.50
47	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$1.25
48	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$1.50
49	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$2.00
50	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$2.50
51	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$2.75
52	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$3.00
53	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$4.00
54	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$5.00
55	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$6.00
56	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$7.00

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES EXHIBIT A-1 PRICING				SHENANDOAH GENERAL CONSTRUCTION
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
Pipe Cleaning and Sediment Removal (Medium Cleaning)				
57	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$1.00
58	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$1.75
59	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$2.00
60	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$2.25
61	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$2.50
62	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$3.25
63	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$3.50
64	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$4.00
65	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$7.00
66	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$8.00
67	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$10.00
68	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$15.00
69	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$35.00
Pipe Cleaning and Sediment Removal (Heavy Cleaning)				
70	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$5.50
71	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$6.25
72	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$7.00
73	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$9.00
74	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$10.75
75	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$17.00
76	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$19.00
77	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$19.00
78	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$20.00
79	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$21.00
80	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$25.00
81	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$30.00
82	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$39.00
Pipe Cleaning and Sediment Removal (Specialty Cleaning)				
83	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1	\$10.00
84	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1	\$10.00
85	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1	\$10.00

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES EXHIBIT A-1 PRICING				SHENANDOAH GENERAL CONSTRUCTION
ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
86	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1	\$12.00
87	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1	\$14.00
88	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1	\$20.00
89	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1	\$25.00
90	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1	\$35.00
91	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1	\$40.00
92	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1	\$45.00
93	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1	\$50.00
94	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1	\$60.00
95	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1	\$65.00
Open Cut / Headwall Repairs & Other Services				
96	Construction Foreman	Hour	1	\$70.00
97	Equipment Operator	Hour	1	\$150.00
98	Laborer	Hour	1	\$40.00
99	Pipe Layer	Hour	1	\$42.00
100	Welding (Above & Below Water)	Hour	1	\$50.00
101	Diving Crew (3 Man Team) Certified	Hour	1	\$450.00
102	Crane 100 Tons & Below	Hour	1	\$80.00
103	Track or Wheeled Excavator	Hour	1	\$50.00
104	Stick Tracked Excavator (60' or Greater)	Hour	1	\$90.00
105	Wheel Loader	Hour	1	\$45.00
106	Backhoe Loader	Hour	1	\$35.00
107	Bulldozer	Hour	1	\$10.00
108	Double Drum Compactor	Hour	1	\$25.00
109	Vibratory Plate Compactor.	Hour	1	\$15.00
110	100 CFM Air Compressor with Hammer	Hour	1	\$30.00
111	Dump Truck with Operator	Hour	1	\$75.00
112	De-Watering	Hour	1	\$85.00
113	Asphalt Pavement Replacement	Tons	1	\$350.00
114	Lime Rock	Tons	1	\$70.00
115	Dirt	Tons	1	\$25.00
116	Driveway Restoration (4" thick) Removal and Installation	Sq. Ft.	1	\$25.00

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES EXHIBIT A-1 PRICING				SHENANDOAH GENERAL CONSTRUCTION
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>
117	Driveway Restoration (6" thick) Removal and Installation	Sq. Ft.	1	\$30.00
118	Mitered Ends	Sq. Ft.	1	\$45.00
119	Pressure Grout Injection	Joints	1	\$275.00
120	Bahia Sod	Sq. Ft.	1	\$1.50
121	Floratan Sod	Sq. Ft.	1	\$2.00
122	Rip Rap Rubble 6" - 12"	Tons	1	\$100.00
123	Rip Rap Bag (80 lb. Bags)	Each	1	\$15.00
124	Concrete Pillow Blanket slope protection	Square Yard	1	\$50.00
125	Silt Screen Installation & Removal per 100 ft.	Each	1	\$300.00
126	Mobilization Fee	Each	1	\$500.00
127	Material Mark Up Percentage - Cost Plus Percentage may not exceed 10%. - A percentage of 0 or net cost is acceptable.	%	1	10.00%
GRAND TOTAL:				<u>\$16,373.75</u>



**Contractor Policy Code Acknowledgement
Exhibit "B"**

Name (Please Print): SHENANDOAH GENERAL CONSTRUCTION LLC

Contract/Work Order/Purchase Order (P.O.) # RFP-2024-082-OA - STORM DRAIN
CLEANING, REPAIRS, AND MAINTENANCE SERVICES

Contractors, Vendors and Consultants (hereafter referred to collectively as "Contractor(s)") engaged to do business with Broward College ("College") using College equipment and/or working on College premises, property or facilities must comply with the rules and regulations of the College's Policies & Procedures.

As the Contractor's representative, without limitation thereto, I, Click or tap here to enter text., (Contractor) acknowledge that I have received and reviewed the following:

- ✓ Sexual and Other Workplace Harassment Policy, No. 6Hx2-3.31.
- ✓ Sexual Harassment Procedure, Procedure Manual, No. A6Hx2-3.31.
- ✓ Discrimination, Harassment and Retaliation Policy, No. 6Hx2-3.34.
- ✓ Diversity and Inclusive Excellence Policy, No. 6Hx2-3.44.
- ✓ Workplace Violence Policy, No. 6Hx2-3.40.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Alcohol on Campus Policy, No. 6Hx2-6.32.
- ✓ Drug Free Workplace Policy, No. 6Hx2-3.05.
- ✓ Regulation of Smoking in Facilities Policy, No. 6Hx2-7.14.
- ✓ Smoking in Facilities Procedure, Procedure Manual, No. A6Hx2-7.14
- ✓ Traffic Rules on Campus, Policy No. 6Hx2-7.13
- ✓ Traffic Rules on Campus Procedure, Procedure Manual, No. A6Hx2-7.13

In the course of conducting business with the College, I understand that Contractors must be aware of and comply with the State of Florida Public Records Law (Chapter 119, Florida Statutes), the Government-in-the-Sunshine Law (Chapter 286.011, Florida Statutes) and the Code of Ethics (Chapter 112, Florida Statutes).

I am aware that Contractors are prohibited from soliciting or lobbying for additional work while engaged to do business with the College. I acknowledge that this behavior interferes with the efficient performance of my responsibilities under the terms of my contractual obligations with the College, and that it may provide me or my company with a competitive advantage. Both my employer and I understand that lobbying for additional work while under contract with the College may eliminate me and/or my company from award of future solicitations.

I recognize and understand that College IT resources, including but not limited to computers, telephones, radios, mobile phones and other communication systems and devices, are the property of the College, and should be used for the purposes of conducting bona fide College business only.

I recognize and understand that no remote access technology or device is to be attached to College IT resources or the information technology systems infrastructure to effect access without the

express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

I am aware that College IT resources are the property of the College, and as a result, I have no right to privacy or expectation of privacy when using and/or connecting to College IT resources. I am aware that the College may audit, access, and review all data and/or communications transmitted through or residing on College IT resources or any equipment or resources attached thereto, including e-mail and voicemail messages, at any time. I am aware that use of passwords or encryption does not restrict the College's right to access or disclose such communications, and that the College shall disclose the information to third parties as required by law.

When authorized to do so, I accept all risks and responsibilities associated with using and/or connecting non-College resources or equipment to College IT resources. **In regard to such non-College resources or equipment, I agree to the following:**

- ✓ In the event of a security breach, I authorize the College to take immediate action to reduce the College's exposure.
- ✓ I further authorize the College to perform inspections as deemed necessary to ensure the safety and security of College data and/or IT resources, and to ensure that any software or other similar intellectual property is duly licensed for use.
- ✓ I understand the College will require virus-detection software in accordance with its own specifications, and I agree to comply.
- ✓ I indemnify and hold the College harmless from theft or damage incurred while on College properties or premises, subject to the terms of the Federal Tort Claims Act.

Information or work products or related derivative works developed by me specifically for the College, whether or not reduced to writing by me, constitute works made for hire to the extent permissible by law and will become the sole property of the College, including all intellectual property rights thereto. I acknowledge that the College claims sole ownership and rights to all such materials.

I am aware that the College's Policies and Procedures and any other College practices are subject to change or modification by the College, solely at its discretion, as deemed appropriate and necessary. I understand that no supervisor or other official of the College has the authority to enter into any agreement with Contractors, or to make any agreement contrary to the foregoing.

I acknowledge that I have read and understand the above, and I agree to accept the terms and conditions as a stipulation of my services or contractual obligations to the College. This Acknowledgement shall be considered an integral part of Contract/Work Order/P.O. # RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS, AND MAINTENANCE SERVICES. Any violation of this Acknowledgement shall be considered a breach of the foregoing Contract/Work Order/P.O. as well as a violation of College policies. I am aware that if I violate these mandates, penalties may include disciplinary action up to and including immediate termination of my services and/or Contract/Work Order/P.O. with the College, and the College may pursue whatever other legal remedies are available to it pursuant to the terms of the Contract/Work Order/Purchase Order.

SHENANDOAH GENERAL
CONSTRUCTION LLC

Contractor Name (Print)

Anthony Guglielmi, President
Authorized Representative
(Print)



Signature

10/25/24

Date



REQUEST FOR PROPOSALS RFP-2024-082-OA

STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES

Release Date: June 26, 2024

Proposals Due Date: July 31, 2024 at 2:30 p.m. ET

PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

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PROPOSAL ORGANIZATION FORMAT AND SUBMITTAL CHECKLIST

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SECTION 1 - REQUIRED RESPONSE FORM

RFP #: RFP-2024-082-OA	RFP TITLE: STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES			RELEASE DATE: WED 06/26/2024
DUE DATE: WED 07/31/2024	TIME DUE - AT OR BEFORE: 2:30 p.m. ET	NUMBER OF PROPOSAL COPIES REQUIRED: →	ORIGINALS: One (1) Original Electronic Copy	The College uses E-Bidding and will only accept electronic submittals via DemandStar at www.demandstar.com . Complete Electronic Copy of Proposal must be in a single Adobe PDF File

All proposals shall include this **REQUIRED RESPONSE FORM** fully executed. Proposal must contain all information required to be included in the proposal as described herein. Proposers are encouraged to schedule additional time for upload of proposal documents due to online procedures. Proposals received after the date and time due **will not** be considered.

PROPOSER'S INFORMATION

Proposer's Name: _____

Street Address: _____

City and State: _____

Proposer Telephone: _____ Proposer Fax: _____

Proposer Toll Free: _____

Contact Person: _____

Contact Person's Address: _____

Contact Telephone: _____ Contact Fax: _____ Contact Toll Free: _____

Internet E-mail Address: _____ Internet URL: _____

Proposer Taxpayer Identification Number: _____

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

Website: _____ Newspaper: _____ Other: _____

PROPOSAL CERTIFICATION

I hereby certify that I am submitting the following information as my company's (Proposer) Proposal, I am authorized by the Proposer to do so, and I warrant that I have legal power to bind the company on its behalf; the Proposer agrees to complete an unconditional acceptance of the contents of this document inclusive of this Request for Proposals (RFP), and all attachments, exhibits, and appendices and the contents of any Addenda released hereto; the Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted; the Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; the Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; and that all responses, data, and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Principal

Date

Name of Proposer's Authorized Principal

Title of Proposer's Authorized Principal

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this RFP Submission.

SECTION 2 – INTRODUCTION, PURPOSE, AND GENERAL INFORMATION

- 2.1 INTRODUCTION.** Broward College (hereinafter referred to as the “College”) is one of the 28 institutions comprising the Florida College System governed by Sections 1001.60 et seq. of the Florida Statutes. The College provides higher education, technical, and occupational training for the residents of Broward County, Florida. The College is a community-based institution that offers a comprehensive range of programs responsive to needs and changes in the community and in technology. Within Broward County, the College operates three main campuses, one urban center, and several satellite centers.

With the third-largest enrollment in the Florida College System, the College offers affordable, accessible education. The diverse College community boasts more than 45,000 students and over 3,000 full-time and part-time faculty and staff, who represent more than 100 countries and provide a wealth of cultural, ethnic, and experiential backgrounds. Up-to-date enrollment and campus community demographic data can be accessed at the following link: <https://www.broward.edu/about/accreditation/index.html>. The College provides programs in career pathways which offer specialized certificates, two- and four-year degrees, non-degree training, workforce readiness, and an extensive list of continuing education curricula.

As the College forges forward, it does so as one of the nation’s largest institutions of its type, with a reputation for the pursuit of excellence and service to the diverse communities it serves. The College is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). For detailed information on the College visit www.broward.edu.

- 2.2 PURPOSE.** The College is releasing this Request for Proposals (RFP) with the intent to receive proposals from qualified companies to provide Storm Drain Cleaning, Repairs and Maintenance Services as specified herein, at Broward College’s campuses, centers, and facilities on an as-needed, term contract basis. The scope of requirements includes, but is not limited to, the provision of all labor, materials, equipment, services, and incidentals for storm drain cleaning, repairs and maintenance services.

- 2.3 OBJECTIVES AND MINIMUM QUALIFICATIONS.** The objective is to establish a term contract(s) for storm drain cleaning, repairs, and maintenance services as per the terms and conditions specified herein.

- 2.3.1 Minimum Qualifications.** In order to be considered, a Proposer must, as of the proposal return date stated in this RFP and throughout the duration of its program, meet the applicable minimum eligibility criteria stated in SECTION 4. Additionally, the Proposer must demonstrate a strong documented track record of current engagement in providing storm drain cleaning, repairs and maintenance services, for three (3) continuous years or more, within the last five (5) years.

- 2.4 SCOPE OF WORK.** The College is seeking a qualified and experienced vendor(s) to provide storm drain cleaning, repairs and maintenance services in accordance with the terms, conditions, and specifications of this solicitation. A detailed SCOPE OF WORK is outlined in ATTACHMENT A. Through this solicitation and subsequent contract issuance the College may augment additional services.

The College currently has a storm drain cleaning, repairs and maintenance services contract with Shenandoah General Construction LLC scheduled to expire in November 2024.

- 2.5 RFP CONTACT AND SUBMITTAL OF QUESTIONS.**

Contact:	Orlando Aponte	Email:	oaponte@broward.edu
Telephone:	954-201-7897	Fax:	954-201-7330

Any questions concerning any condition or requirement of this solicitation must be received via email to oaponte@broward.edu, with subject line to read **QUESTIONS-RFP-2024-082-OA** on or before the deadline date and time specified in SECTION 2.7 - TIMELINE. Any question(s) which require a response which amends this solicitation document in any way will be answered via addendum by the Procurement Services Department. If an addendum is posted, an email notification will automatically be sent to all plan holders who downloaded the solicitation on DemandStar (www.demandstar.com). Any verbal or written information received by Proposers, which is obtained by any means other than this solicitation or by addendum, shall not be binding on the College.

2.6 CONTACT AFTER RELEASE (CONE OF SILENCE). Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, any Evaluation Committee Member, or any other College employee after the release of the solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice President for Procurement, unless so notified by the Procurement Services Department. A proposal from any vendor will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on the College.

2.7 TIMELINE. The following are important pre-scheduled dates regarding the solicitation, though all dates are subject to change, if required.

DATE/TIME	EVENT
June 26, 2024	Release of RFP
July 2, 2024 1:00 p.m. ET	Virtual Solicitation Conference as specified in SECTION 2.9
July 4, 2024	Independence Day – College closed
July 5, 2024 12:00 p.m. ET	Written Questions Due in Procurement Services Department as specified in SECTION 2.5
July 31, 2024 2:30 p.m. ET	Proposals due on or before 2:30 p.m. ET Proposals Due as specified in SECTIONS 1 and 2.8
TBD	PHASE I: Evaluation Committee Shortlist Meeting
TBD	PHASE II: Evaluation Committee Meeting(s) for Interviews/Presentations (if necessary)
TBD	PHASE III: Contract Negotiations (if necessary)
TBD	Anticipated Date to Post Award Recommendation

Any change to the above calendar dates will be posted on the Broward College Procurement Services website: <https://calendar.broward.edu/index.html>.

2.8 SUBMITTAL REQUIREMENTS. The College uses E-Bidding and will only accept electronic submittals via DemandStar at www.demandstar.com.

- Digital copies must not be larger than 150 MB for each document size and not the collection of them.
- Files submitted must be formatted and enabled for printing, in page size letter as applicable.
- The College may request clarifications and additional information after submission.
- The College shall not be responsible for delays caused by any occurrence.
- In the event of technical difficulties when submitting documents, contact DemandStar support at support@demandstar.com or call (206) 940-0305

Proposers are requested to organize their proposals in accordance with SECTION 4 – SUBMITTAL REQUIREMENTS. The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined in SECTION 4.

Proposals must be submitted as established in SECTION 2.7 - TIMELINE. Submittals received after this date and time will not be considered.

When submitting your proposal electronically through DemandStar at www.demandstar.com, please allow sufficient time to complete the online forms and upload documents. If you are in the middle of uploading your documents at the closing time, the system will stop the process and your proposal will not be received by the system.

2.9 VIRTUAL SOLICITATION CONFERENCE (STRONGLY RECOMMENDED). A Virtual Solicitation Conference will be held as established in SECTION 2.7 – TIMELINE. Representatives from all interested vendors are strongly recommended to attend. The purpose of the Virtual Solicitation Conference is to allow prospective Proposers to bring forth questions they may have, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Proposers in preparing the best and most comprehensive reply for submission to the College. While solicitation questions and dialogue are encouraged at the Virtual Solicitation Conference, no information provided is binding unless it is contained within a College released addendum.

All questions submitted in writing will be answered to all Proposers via Addenda. All questions shall be submitted in accordance with SECTION 2.5 – SOLICITATION CONTACT AND SUBMITTAL OF QUESTIONS. Any information given, by any party, at the Virtual Solicitation Conference is not binding on the College unless it is contained within a subsequently released Addenda. Only the information provided in the solicitation or via Addenda shall be considered by Proposers.

This meeting will be administered virtually. Microsoft Teams meeting only. For Microsoft Teams meeting information details, please email Orlando Aponte, Procurement Officer, at ooponte@broward.edu with subject line to read “Access Code – Virtual Solicitation Conference Meeting – RFP-2024-082-OA”, by Tuesday, July 2, 2024 before 10:00 a.m. ET.

2.10 RESERVATION OF RIGHTS. The College reserves the right to waive informalities and to reject any, all, or part of any or all proposals. The College also reserves the right to conduct discussions with, and obtain Best and Final Offers from, responsible Proposers who submit proposals determined by the College to be reasonably susceptible of being selected for award. Further, the College reserves the right, but not limited, to:

- a. Reject any and all proposals received as a result of this solicitation;
- b. Waive or decline to waive any minor informalities and any minor irregularities in any proposal or responses received. A minor irregularity is a variation from the solicitation which does not affect the financials of the Proposal, or give one Proposer an advantage or benefit not enjoyed by other Proposers, or substantively change the requirements and/or specifications of this solicitation, or adversely impact the interest of the College. Waivers, when granted, shall in no way modify the solicitation requirements or excuse the Proposer from full compliance with the solicitation specifications and other contract requirements if the Proposer is awarded the contract;
- c. Determine equipment or other equivalency to the College’s specifications in evaluating proposal responses;
- d. Adopt all or any part of the Respondent’s proposal;
- e. Negotiate changes in the scope of work or services to be provided;
- f. Award contracts to multiple Respondents;
- g. Withhold the award of Contract;
- h. Select the Respondent it deems to be most qualified to fulfill the needs of the College. The Respondent with the highest-rated financial proposal may not necessarily be the one most qualified, since a number of factors other than their offer are important in the determination of the most acceptable proposal.
- i.

2.11 COLLEGE’S RIGHT TO REJECT. The College reserves the right to reject any and all replies and readvertise at any time prior to District Board of Trustees approval of the recommended proposer(s) and/or the negotiated agreement(s) and/or not award the contract in the best interests of the College. All costs incurred in the preparation of the proposal and participation in this solicitation process shall be borne by the proposers. Proposals submitted in response to this solicitation shall become the property of the College and considered public documents under applicable Florida law.

The College reserves the right to accept or reject any and all submittals, reject a submittal which is in any way incomplete, irregular or otherwise non-responsive, or to waive any technicalities or formalities in the solicitation requirements when and if it is in the best interests of the College.

A submittal shall be rejected for failure to comply with the following requirements:

- The Proposer is not registered and licensed in the State of Florida to provide the proposed services.
- The submittal is not received by the College by the specified deadline.
- The Proposer has been determined to be non-responsible.

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SECTION 3 - SPECIAL CONDITIONS

- 3.1 CONTRACT TERM.** The purpose of this solicitation is to establish a contract(s) beginning with contract commencement date and continuing for a period of three (3) years, or as agreed to in resulting contract.

- 3.1.1 Contract Renewal(s).** The term of the contract may, by mutual agreement between the College and the awardee(s), upon final College approval, be renewed for three (3) additional one-year periods, and if needed, extended for 180 days beyond the expiration date of the final renewal period.

The College will, if considering renewal, request a letter of intent to renew from the selected vendor(s) prior to the end of the current contract period. The vendor(s) will be notified when the recommendation has been acted upon by the College.

The terms, specifications, and conditions of this proposal and the agreement herein when completed and signed constitute the total agreement and no further conditions will be accepted unless in writing in the form of an amendment to the original agreement and mutually agreed upon, approved, and signed by authorized College representative and the Vendor. Every covenant, term, provision, and agreement contained in this solicitation and agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

No waiver of any provisions of this solicitation shall be valid or effective unless in writing and signed by the parties hereto; no waiver of any breach or condition of this solicitation shall be deemed to be a continuing waiver or a waiver of any other breach or condition.

- 3.2 AWARD OF CONTRACT.** The College will use the evaluation criteria stated in SECTION 5 to establish ranking. The College will recommend award to the Proposer(s) with whom a successful contract(s) can be negotiated. Recommended awardee(s) must be approved by the College's District Board of Trustees before award is final.

- 3.2.1 Additional Products and/or Services May Be Added or Deleted.** Although this solicitation identifies specific products and/or services, it is hereby agreed and understood that products and/or services may be added to or deleted from this contract at the option of the College after the contract has been awarded. During the contract term, if a need arises for a product and/or service not included in the resulting contract, the College may request a quote for a specific product and/or service from all awarded Proposer(s) under this contract. Additionally, the College reserves the right to purchase products and/or services throughout the term of this agreement from alternate contract sources when it is determined to be in the best interest of the College.

If deemed in the College's best interest, the College reserves the right to enter into a separate contract with a proposed subcontractor(s) for Optional and/or Value-Added Service(s) as may be required. In this case, the College may sign more than one contract for these services.

- 3.3 PROBATION PERIOD.** The first three months of the contract will be considered probationary. The probationary period may be extended for additional three-month periods if the College deems necessary. The College representative will notify the Vendor of any contract deficiencies verbally and in writing. The situation must be remedied within a time period relative to the gravity of the situation and the representative of the College shall be notified when corrections have been completed. If, in the opinion of the College, the deficiencies observed are not satisfactorily corrected within a reasonable amount of time, the College reserves the right to terminate the contract per the termination of contract provisions. In addition, the College reserves the right in its best interest to re-award to the next approved Proposer or to review its needs to re-solicit.

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

- 3.5 TERMINATION / CANCELLATION CLAUSE.** The College reserves the right to cancel this contract for non-performance in the event the Vendor does not perform within the terms, conditions, and specifications of the contract and this solicitation by reference. Upon notification in writing by the College official responsible for the administration of the contract of the facts concerning non-performance, the Vendor will be notified of the problem and will have 10 days to correct such. If the vendor fails to correct the problem to the satisfaction of the College within the 10-day period, the College reserves the right to serve notice of cancellation to be effective within 30 days of notification.

In the event of such cancellation, the College may elect to award the contract to the next ranked vendor, extend the contract of another vendor currently under contract to provide like services or re-issue the proposal, whichever is in the College's best interest. The obligations of the College under this award are subject to the terms and conditions established by the legislature of the State of Florida. The College has the option to discontinue service at no expense to the College if College Policy or Florida Statutes determine it is in the College's best interest.

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

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

- 3.8 PURCHASE ORDERS.** All purchase orders shall bear the contract or solicitation number, shall be placed by the College directly with the Vendor, and shall be deemed to incorporate by reference the contract and solicitation terms and conditions. Purchase orders issued pursuant to a contract resulting from this solicitation must be received by the Vendor in a timely manner. The Vendor is obliged to fill those orders in accordance with the contract's terms and conditions. Vendors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the contract. The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the contract by more than twelve months.

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

- a. Commercial General Liability:
 - Each Occurrence \$1,000,000
 - Personal & Adv Injury \$1,000,000
 - General Aggregate \$5,000,000
 - Products – Completed Operations \$5,000,000Policy must contain contractual liability coverage.
- b. Automobile Liability Insurance
(if commercial autos will be used, including owned, non-owned and hired vehicles)
\$1,000,000
- c. Professional Liability
 - Per Occurrence \$1,000,000
 - General Aggregate \$2,000,000

- d. Cyber Liability. If vendor will have access to the college networks, systems, and student or employee data, or at the discretion of the College's Office of Risk Management, liability policies shall include this coverage with limits no less than \$1,000,000.
- e. Workers' Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance. If claiming exemption from this coverage, the vendor must provide evidence of exemption from the State of Florida. More information found at <http://www.myfloridacfo.com/Division/WC/>
- f. Insurance Certification must contain a provision for notification to College of 30 days in advance of any material change in coverage or cancellation.
- g. If any of the required policies provide coverage on a "**claims-made**" basis, then insurance must be maintained, and evidence of insurance must be provided for at least three years after completion of the contract of work. If coverage is canceled or non-renewed and not replaced with another "claims-made" policy form with a Retroactive Date prior to the contract effective date, the vendor must purchase "extended reporting" coverage for a minimum of three years after completion of contract work.
- h. The College **shall be named as an additional insured with reference to this solicitation** as follows: "The District Board of Trustees of Broward College, Florida is additional insured with respect to General Liability (and Excess Liability if issued) in regard to the terms, conditions, and agreements of RFP-2024-082-OA entitled STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES from date of commencement to six (6) months after date of completion."
- i. The Insurance policies shall be issued by companies qualified to do business in the State of Florida and grant the College thirty days of advanced written notice of cancellation, expiration, or any material change in the specified coverage. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.
- j. All certificates must be addressed and sent to:
The District Board of Trustees of Broward College, Florida
Office of Risk Management
6400 NW 6th Way
Fort Lauderdale, FL 33309
- k. All exclusions added by endorsement must be indicated.
- l. Certificate must be signed by an authorized representative.
- m. Broward College, Office of Risk Management may, at its discretion, require higher limits or additional coverages based on the scope of services or other factors. The College will notify the vendor if the insurance requirements differ from those stated above.
- n. All policies must remain in effect during the performance of the contract. The vendor shall promptly notify the College of any changes in insurance coverage or carrier.

The Vendor shall furnish the College proof of insurance coverage by certificates of insurance no later than ten days after contract award. Prior to the commencement of any work the awardee must provide the College Procurement Services Department with a Certificate of Insurance which is evidence of the above.

The Vendor shall not commence any work in connection with this agreement until they have obtained, as a minimum, all of the above referenced types of insurance and such insurance has been approved by the College, nor shall the Vendor allow any subvendor to commence work on its subcontract until the subvendor has obtained equivalent insurance and provided certificates of insurance showing the coverage to the Vendor.

The College shall be exempt from, and in no way be liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor and/or subvendor that obtained the insurance.

Any questions as to the intent or meaning of any part of the above required coverages should be submitted in writing in accordance with SECTION 2.5 – RFP CONTACT AND SUBMITTAL OF QUESTIONS.

- 3.10 LICENSING.** The Proposer will be responsible for obtaining and paying for all necessary licenses and permits and providing copies to College representative. The Proposer will maintain all appropriate licenses and permits specified by Broward County and any appropriate agency of State of Florida and shall provide copies of these licenses to the College upon request. Failure to maintain required licenses and permits shall be cause for termination.
- 3.11 OPTION TO EXTEND TO OTHER GOVERNMENTAL ENTITIES.** Included as part of this formal solicitation, any vendor responding to this solicitation has the option to extend its offer to other government entities under the same terms and conditions and contract price(s), if agreeable by the bidder and the government agency. Other government agencies include, but are not limited to, the State of Florida, its agencies, political subdivisions, counties, and cities. All government agencies allowed by the vendor/contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted by such agency. No using agency receives any liability by virtue of this solicitation and subsequent contract award.
- 3.12 CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER (FORCE MAJEURE).** Contractor shall provide first-priority services to the College in the event of a hurricane, flood or other natural disaster. It is hereby made a part of this solicitation that before, during and after a public emergency, disaster, hurricane, flood or other force majeure that the College shall require a “**first priority**” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public safety and health, as determined by the Associate Vice-President for Business Services & Resource Management. Vendor agrees to rent/sell/lease all goods and services to the College or other governmental entities, as opposed to a private citizen or corporation, on a first priority basis. The College expects to pay a fair and reasonable price for all products/services in the event of a disaster, emergency or hurricane. Vendor shall furnish a twenty-four (24) hour telephone number in the event of such an emergency.
- 3.13 SELLING, TRANSFERRING OR ASSIGNING CONTRACTS.** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the College. The Vendor shall not sublet the work or services hereunder, or any part thereof (except as specifically recognized and permitted herein) to any other person, firm or other entity without the prior written consent of the Associate Vice-President for Business Services & Resource Management.
- 3.14 CONFIDENTIAL INFORMATION.** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Information and materials received by the College in connection with all Proposer’s responses shall be deemed to be public records subject to public inspection upon notice of intended decision or until 30 days after the solicitation opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07 F.S. Therefore, if the Proposer believes any of the information contained in its response is exempt from The Public Records Law, then the Proposer must in its response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption; otherwise, the College will treat all materials received as public records.

From the date of issuance of the solicitation until the opening date, the Proposer must not make available or discuss their proposal, or any part thereof, with any employee or agent of the College, unless allowed by the Procurement Services Department, in writing, for purposes of clarity only.

The Proposer is hereby notified that any part of the proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected against disclosure to the extent permitted by Chapter 119, Florida Statutes (Public Records Law).

- 3.15 CONFIDENTIALITY.** Awarded vendor acknowledges that certain information about the College's personnel is contained in records created, maintained or accessed by the awarded vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related College policies, as amended from time to time. Awarded vendor agrees that: (i) it shall keep and maintain all "Personal Information"* obtained during the performance of this contract, in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) will use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is obtained or provided, to perform the requested services in accordance with the terms and conditions of this contract, and not to use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Service Provider's own purpose or for the benefit of anyone other than the student, in each case, without student's prior written consent; and (iii) not directly or indirectly disclose Personal Information to any person other than authorized College employees or as may be requested by government authorities.

At the request of the College, the awarded vendor agrees to provide the College with a written statement of the procedures the awarded vendor uses to safeguard the confidential records/Personal Information. Any breach of the requirements of this Confidentiality clause on the part of the awarded vendor and its representatives may constitute grounds for immediate termination of contract.

*"Personal Information" means, including but not limited to, information provided by students, parents, guardians, or any other callers, or at the direction of College, or to which access was granted to awarded vendor by College, in the course of its performance under this contract that: (i) identifies or can be used to identify an individual (including, without limitation, names, dates of birth, signatures, addresses, telephone numbers, e-mail addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, student numbers, social security numbers, passport numbers, government-issued identification numbers, passwords, PINs, financial account numbers, Internal Revenue Services (IRS) records, credit reports information, answers to security questions, and other personal identifiers), in case of both (i) and (ii), including, without limitation, all highly-sensitive personal information.

- 3.16 WARRANTY AND ABILITY TO PERFORM.** The Proposer shall warrant that there is no action suit, proceeding, inquiry or governmental agency, public board or body, pending or, to the best of the Proposer's knowledge, threatened, which would in any way prohibit, restrain or enjoin the execution or delivery of the Proposer's obligations or diminish the Proposer's obligations or diminish the Proposer's financial ability to perform the terms of the proposed contract.
- 3.17 SEVERABILITY.** If any provisions of the Agreement resulting from this solicitation is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the Agreement.

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or by an administrative hearing officer in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof.

- 3.18 QUANTITIES.** The quantities listed on the Price Proposal Form are estimated quantities to be ordered throughout the contract period for each item and are not a guaranteed. Actual quantities ordered throughout the contract period may be greater or lesser than the bid/proposal estimates and shall be furnished at the fixed contract price. Purchases will be requested as needed throughout the contract period and as few as one each may be ordered at one time. The College reserves the right to increase or decrease the total quantities.

3.19 PRICING. All prices submitted under this solicitation shall be quoted F.O.B. destination, include delivery to any College site and shall be firm for the initial three (3) years of the contract. Furthermore, all prices shall include any and all other costs associated with the order. No increases or additional monies shall be owed or charged to the College during the course of the contract. If any additional charges are necessary, please list them as indicated on the Price Proposal Form sheet.

3.20 PRICE ADJUSTMENTS. Prices offered shall remain firm for the initial three (3) years of the contract. No cost increases shall be accepted in the initial contract term. Please consider this when providing pricing for this solicitation. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted only at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration. Prices offered shall remain firm through each contract expiration date.

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

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

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

- A. All Urban Consumer Price (CPI-U).
- B. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), not seasonally adjusted U.S. City Average by expenditure category and commodity and service group for transportation (motor fuel).
- C. Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Selected Local Areas, all items, Miami-Fort Lauderdale, FL.

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

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

3.21 EQUITABLE ADJUSTMENT. The College may, in its sole and absolute discretion, after receipt of a written request therefor by the Vendor and any other documentation, data or information reasonably requested by the College including with respect to any material change in the allocation of rights, obligations, risks, and liability between the College and the Vendor and the financial, technical, construction, commercial, and economic viability of and consistency with the parties objectives and goals for the project, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Vendor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Vendor that continued performance of the Contract would result in a substantial loss. The College shall, in its sole and absolute discretion, determine whether the aforementioned criteria have been met.

3.22 DEFAULT. The failure of either party to the Agreement resulting from this solicitation to comply with any of the provisions therein shall place that party in default. Prior to terminating the Agreement, the non-defaulting party shall notify the defaulting party in writing, stating the provision or provisions that give rise to the default. Unless the Agreement provides otherwise, the defaulting party shall be entitled to a period of 30 days from the receipt of the Notice of Default to cure the default if the default is capable of being cured and the defaulting party commences efforts to cure the default promptly. The failure of either party to exercise this right to terminate the Agreement upon the occurrence of a default shall not be construed as a waiver of such right in the event of further default or non-compliance, nor shall the non-defaulting

party's other rights upon a breach or default by the other party be waived. Except as the Agreement otherwise provides with respect to express remedies upon a breach or default, both parties have the right to exercise any and all legal remedies available to them by applicable laws. The prevailing party in any dispute resolution proceeding or litigation arising out of the Agreement shall be entitled, in addition to other relief, to the recovery of its expenses.

- 3.23 PUBLIC ENTITY CRIMES.** The College reserves the right, among others, to reject the proposal of any person or affiliate and shall not award a contract to a person or affiliate, who is not eligible therefor or barred or excluded therefrom under any applicable laws, statutes, codes, regulations, orders, directives, decrees and treaties of the United States of America, any laws, statutes, codes, regulations, rules, orders, directives and decrees of the State of Florida and the College's procurement rules, regulations and policies, including but not limited to as a result of the nation or jurisdiction of organization or principal place of business of such persons or any affiliate, the nature and place of its assets and businesses and activities, its involvement in the sponsorship, support, planning or implementation or conduct of human rights violations, terrorism, money laundering, illegal arms, weapons, minerals or other sales or trafficking or drug trafficking activities or the identity of the persons or entities which control or have the ability to control the management, business and policies of such person or affiliate, and the inclusion of any such person or affiliate on the Convicted Vendor List.
- 3.24 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES.** This solicitation incorporates the scrutinized companies' requirements of Florida Statutes Sections 287.135(2), 287.135(4), 215.473 and 215.4725 and any related sections. By submitting a response to this solicitation, the Vendor certifies its compliance with these sections.
- 3.25 INDEMNIFICATION.** The Vendor shall indemnify and hold harmless the College District Board of Trustees, its officers, agents, and employees from any and all judgments, orders, claims, demands, expenses, damages or causes of action which may hereafter be sustained by the Vendor, its officers, employees, and agents or third parties resulting from the Vendor's breach of this Agreement, strict liability or negligence in performing or failing to perform in connection with this Agreement.
- 3.26 SCOPE CHANGES.** The College may upon mutual agreement with the Vendor, require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. Such equitable adjustments require the written consent of the Vendor, which shall not be unreasonably withheld.
- 3.27 STATEMENT PER FLORIDA STATUTE 1010.04.** In accordance with Florida Section 1010.04, in the event that this solicitation is for non-academic commodities and/or contractual services (including leasing), the College has conducted the required review of purchasing agreements and state term contract available under Florida Statute Section 287.056.
- 3.28 JOINT VENTURES.** In the event that multiple Proposers submit a joint submittal, a single Proposer shall be identified as the Prime Proposer. If offering a joint submittal, the Prime Proposer must include the name and address of all parties of the joint submittal. The Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the REQUIRED RESPONSE FORM shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. The Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at College meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. The College shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. The Prime Proposer shall remain responsible for performing services associated with response to this solicitation.
- 3.29 OSHA.** The proposer warrants that the product and/or service supplied to College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

3.30 PERFORMANCE OR PAYMENT BONDS. No Performance or Payment Bonds will be required for this solicitation.

3.31 ADDING OR DELETING CAMPUS/CENTER LOCATIONS. The following is a listing of the current College locations. The College may, during the term of the contract, add or delete services, wholly or in part, at any College campus or center location. In the event that a site listed herein is deleted, the quoted cost for service being deleted shall be removed from the monthly invoice amount, if applicable. In the event that a site not listed herein is added to the contract, the vendor shall invoice the same amount as prices quoted herein for similar product/services.

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

North Campus
1000 Coconut Creek Blvd
Coconut Creek, FL 33066

Judson A. Samuels South Campus
7200 Hollywood/Pines Blvd
Pembroke Pines, FL 33024

Willis Holcombe Center
111 East Las Olas Blvd, Building 33
Fort Lauderdale, FL 33301

Pines Center / Academic Village
16957 Sheridan Street
Pembroke Pines, FL 33331

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

Miramar Town Center
2050 Civic Center Place
Miramar, FL 33025

Miramar West Center
1930 SW 145 Avenue
Miramar, FL 33027

Tigertail Lake Center
580 Gulfstream Way
Dania Beach, FL 33304

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

Broward College at the YMCA
1409 NW 6th Street
Fort Lauderdale, FL 33311

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SECTION 4 – SUBMITTAL REQUIREMENTS

In order to maintain comparability and facilitate the review process, Proposers are requested to organize their proposals in the manner specified below, with proper section dividers and tabs. Include all information requested herein in your proposal.

Electronic submittals should be limited to not more than 60 pages. Covers, table of contents, section dividers and/or tabs, secondary dividers, addenda, samples, attachments, and supporting documents do not count towards the page limit. Required forms count towards the page limit. Dividers shall divide the sections TAB 1 through TAB 10. Secondary dividers (not in the page count) may be used at the Proposer's discretion to present information clearly. Submissions in excess of 60 pages or not organized in a manner consistent with this section will not be disqualified; however, clarity, conciseness, and brevity will be taken into consideration during the evaluation process.

The College reserves the right to reject and not consider any proposal not organized and not containing all the information outlined herein. The College reserves the right to not consider proposals not clearly identified, enumerated, and titled. Submittals received after date and time established herein in SECTION 2.7 – TIMELINE will not be considered.

4.1 GENERAL INFORMATION.

(1) 4.1.1	Title Page and Table of Contents	Include RFP number, date, subject, name of the Proposer, address, and telephone number. Include a clear identification of the material by section and by page number.
(1) 4.1.2	Letter of Transmittal	Include the legal name of the Proposer's company as it is registered with the Florida Department of State Division of Corporations, name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), email address(es), and telephone number(s).
(2) 4.1.3	Acknowledgement of Released Addenda to RFP	<p>The College reserves the right to issue any addendum modifying any portion of this solicitation. Caution is given that certain addenda may be required to be submitted with proposals as specified in the particular addenda.</p> <p>It is the prospective Proposer's responsibility to verify they have received all released addenda and thereby must include acknowledgement (as per addenda instructions when addenda are released) of any addenda that are required to be submitted with proposal.</p>
(2) 4.1.4	W-9 Form	It is a requirement of this solicitation that all Proposers submit a completed Internal Revenue Service W-9 Form (Request for Taxpayer Identification Number and Certification) with proposal or within three (3) days of notification. The W-9 Form may be downloaded at www.irs.gov . Failure to submit W-9 Form as stated herein will result in no payments being issued in relations to this project, once awarded, until such time as W-9 is received.
(2) 4.1.5	Notice Provision	<p>Following contract award, when any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph.</p> <p>This information must be submitted with the proposal or within three days of request. For the present, the parties designate the following as the respective places for giving notice:</p>

To College: Zaida Riollano, Procurement Manager
Procurement Services Department – 2nd Floor
6400 NW 6th Way
Fort Lauderdale, FL 33309

With Copy To (College): Office of the General Counsel
111 East Las Olas Boulevard, Room 523
Fort Lauderdale, FL 33301

With Copy To (College Contract Administrator #1): Deborah Czubkowski, Vice President, Facilities Management
3501 SW Davie Road
Davie, FL 33314

With Copy To (College Contract Administrator #2): Marcus Wilson, Associate Vice President, Facilities Collegewide Maintenance
3501 SW Davie Road
Davie, FL 33314

To Proposer: (Proposer to Insert)

With Copy To (Proposer): (Proposer to Insert)

(2)
4.1.6

Vendor Conflict of Interest Form

The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee, or agent of company who is also an employee of College or an immediate family member of an employee of College. Proposer must submit ATTACHMENT H – VENDOR CONFLICT OF INTEREST FORM.

(2)
4.1.7

Litigation History

State whether any team member has been involved in any services related litigation, action or claim of projects of same or similar size, including but not limited to any action against or by any owner, whether active, pending, or concluded, at the mediation, arbitration, trial or appellate level, within five years preceding the submission of this submittal. For each instance include the following information:

- a. the style/caption of the matter.
- b. the case number.
- c. the forum/venue of the action.
- d. a description of the claim, action, or litigation.
- e. evidence of satisfactory resolution of the claim, action, or litigation by affirming or providing documentary evidence that a final judgment has been rendered in favor of the company or any final judgment rendered against the company is satisfied within 90 days of the date that the judgment becomes final.

If “NO” litigation or regulatory action has been filed against your company(s), please provide a statement to that effect.

For companies with a parent or holding company or related subsidiary, submit requested information for all parties

Truthful and complete answers to this question will not disqualify a company from consideration but will be a factor in the selection process.

Untruthful, misleading or false answers to this question shall result in the disqualification of the company for this project.

(2) 4.1.8	Letter of Insurability	Submit letter of insurability per coverage outlined in SECTION 3.9. Certificate of Insurance (COI) will not be considered in lieu of the letter of insurability in proposal submittal. Certificate of Insurance (COI) shall be provided only by awardee upon request within ten days of notification by the College.
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4.2 MINIMUM ELIGIBILITY CRITERIA.

In order to be considered for award and to be further evaluated, Proposer must meet or exceed the following criteria. Failure to meet minimum eligibility criteria, detailed below, will result in proposal disqualification. Failure to submit the documents requested herein will also result in proposal disqualification.

(3) 4.2.1	Required Response Form	Submit SECTION 1 - REQUIRED RESPONSE FORM with all required information completed and all signatures as specified.
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The enclosed original Required Response Form will be the only acceptable form. Failure to submit a Required Response Form, as requested herein, will result in proposal disqualification. Any modifications or alterations to this form shall not be accepted and submittal will be rejected.

(3) 4.2.2	Minimum Qualifications and Licenses	Proposer must be primarily engaged in the business of providing storm drain cleaning, repairs and maintenance services. Proposer shall be properly registered/licensed and possess all required active licenses, registrations, and certifications and must be fully authorized, and fully licensed, in the State of Florida to perform the services specified as of the due date of the solicitation.
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Proposer must demonstrate a strong documented track record of providing storm drain cleaning, repairs and maintenance services, for a minimum of three (3) continuous years or more, within the last five (5) years.

Proposer shall possess one of the licenses listed in ATTACHMENT A – SCOPE OF WORK (including any State registration, if applicable). Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified, as determined by the College, will be considered. Proposer must submit proof of all active business licenses, registrations, and certifications as applicable, documenting Proposer is fully licensed to conduct relevant business in the State of Florida (Also refer to ATTACHMENT A – SCOPE OF WORK of this solicitation). Occupational / business licenses are required as applicable. If permitted, subcontractor licenses may be required during the developmental phase. Submit with proposal, or within three business days of College's request.

Submit copy of the Florida Department of State, Division of Corporations, registration indicating when corporation / LLC / or other form of legal entity was organized, corporation number, and date and status of most recent annual report. Proposer must be registered by the Florida Department of State, Division of Corporations, to operate in the State of Florida at the time of negotiations.

4.3 **EXPERIENCE AND QUALIFICATIONS (Maximum 20 Points).**

(4) 4.3.1	Executive Summary	<p>a. Submit a brief summary, of no more than five pages, stating the Proposer's interest in the contract; overview of company qualifications; names, contact information and qualifications of key staff; understanding of the nature and scope of the services to be provided; and Proposer's ability to comply with all requirements of contract.</p> <p>b. The Proposer shall explain in detail why Proposer is interested and why company would be the best choice for the College.</p> <p>c. Summary shall include the year the company was established, summarize the company and their qualifications for the miscellaneous projects and identify principal(s) who will be assigned to the miscellaneous projects.</p> <p>d. The company shall acknowledge receipt of any and all addenda, if any, listing the Addenda by number(s) and date(s) as the last sentence in their Executive Summary after the signature.</p> <p>e. Brief description of company's present operations. Summary by narrative, or other means showing the Proposer's qualifications and experience.</p> <p>f. Provide a listing of recent projects which are same or similar to the requirements and scope of this solicitation, preferably for higher education or public sector clients.</p>
(4) 4.3.2	Organizational Profile	<p>Identify the Prime Proposer responsible for all portions of this solicitation. Include:</p> <p>a. Current organization's name, addresses, telephone number, and fax number.</p> <p>b. The date that organization was established.</p> <p>c. The size of the organization.</p> <p>d. The number of years established in business, including operation under other company names, providing services same or similar as described herein.</p> <p>e. Number of years in business.</p> <p>f. List the key personnel designated for the proposed project. Indicate their assigned roles, expertise, registration/licenses, education and experience. Describe the unique capabilities of key personnel and joint parties and how those qualifications and capabilities apply to the project.</p>
(4) 4.3.3	Account Management and Staffing	<p>Include organizational chart with local, district, and corporate levels for Proposer. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, resource management, accountability, and decision-making authority. Describe the designated team representatives who are technically competent to assist the College in all activities associated with the service and maintenance of this account.</p>
(4) 4.3.4	References	<p>All Proposers providing a response to this Solicitation shall have their clients <u>submit directly to the College</u> via email as indicated below, a completed PERFORMANCE EVALUATION SURVEY FORM (ATTACHMENT I) in PDF format. All forms must be received from your clients directly by the College by the due date as stated in SECTION 1 – REQUIRED RESPONSE FORM by 2:30 p.m. ET or through an addendum and/or change of calendar date in our website.</p>

At least three related PERFORMANCE EVALUATION SURVEY FORMS (ATTACHMENT I), preferably higher education clients, are required to be considered for the maximum solicitation points. If the College receives less than three completed forms directly from your client, points will be proportionally reduced.

Proposers must have their clients utilize the referenced attachment for the reference's information/response. References shall be from clients who have performed (or are currently performing) work, similar in nature and size, as the scope described herein within the five years prior to the solicitation due date.

All references are to be emailed from your clients directly to the College to:

Procurement Officer: Orlando Aponte

Email: oaponte@broward.edu

ANY BROWARD COLLEGE PROJECTS SHOULD NOT BE INCLUDED AS A REFERENCE.

The College reserves the right to verify all references received and/or use an external party, such as Dun & Bradstreet Open Rating (or other), to conduct reference checks.

4.4 **SCOPE OF WORK (Maximum 35 Points).**

(5)
4.4.1

Scope of Work

Proposer must provide a clear and detailed narrative addressing their ability to provide the services listed in ATTACHMENT A – SCOPE OF WORK. Minimum response must provide responses to the following:

Proposed Solution. Describe in detail the solution Proposer is proposing that will address the requirements and purpose of the solicitation with specificity to ATTACHMENT A – SCOPE OF WORK.

Proposed Methodology. Describe in detail how Proposer will accomplish the solution(s) in order to complete required services.

Proposer's Procedures. Provide procedures for completing work required and how the procedures will be applied or modified to comply with storm drain cleaning, repairs and maintenance services.

Coordination and Communication. Provide detailed information on how Proposer will coordinate the completion of required service(s). Provide detailed information on how Proposer will communicate with College Contract Administrator(s) during the contract period.

Reports. Provide explanation and detailed examples of any reports and/or data that will be provided prior to, during, and after execution of services.

Timeframe. Provide a detailed project timeframe and key milestones to implement and execute the services.

Other Services. Describe any additional services and their proposed methodology that Proposer is proposing to provide with relation to the scope of this solicitation.

(5) 4.4.2	Quality Assurance	Submit a plan to provide quality assurance in respect to all aspects of the storm drain cleaning, repairs and maintenance services.
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4.5 **PRICE PROPOSAL (Maximum 35 Points).**

(6) 4.5.1	Price Proposal	<u>Submit ATTACHMENT B – PRICE PROPOSAL FORM in accordance with SCOPE OF WORK described in ATTACHMENT A. Include under TAB 6 in the PDF submittal document and also upload separately to DemandStar in the original Excel format document.</u>
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Proposer must provide the information on prices and rates in the attached ATTACHMENT B - PRICE PROPOSAL FORM, in the same unchanged Excel format document. The information must NOT be password protected, to allow the College to copy and paste the information into the Bid Tabulation.

4.6 **FINANCIAL CAPACITY (Maximum 10 Points).**

(7) 4.6.1	Financial Capacity	Proposers shall submit Dun & Bradstreet Number (D-U-N-S). The College will use the total of both the D&B Delinquency Predictor Score (formerly the Commercial Credit Score - CCS) and the D&B Failure Score (formerly the Financial Stress Score - FSS) reports in order to assess financial capacity of Proposer.
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If your company is not currently registered at D&B, you are required to do so before submitting your proposal to the College. Please contact D&B at 1-800-234-3867 to fully register your company. Information gathered from the D&B reports will become part of the company's financial capacity assessment.

D&B® Delinquency Predictor Score (DPS)

The D&B® Delinquency Predictor Score pertains to the likelihood that a business could make a late payment, go bankrupt, or have future payment failures.

Delinquency Score/Percentile	Delinquency Class	Evaluation Points
91-100	1	5
71-90	2	4
31-70	3	3
11-30	4	2
1-10	5	1

D&B® Failure Score®

The D&B® Failure Score also uses a 1 to 5 rating but pertains to the business's likelihood of financial stress – such as filing for bankruptcy – in a 12-month outlook.

Failure Score/Percentile	Failure Class	Evaluation Points
95-100	1	5
69-94	2	4
34-68	3	3
2-33	4	2
1	5	1

4.7 **ATTACHMENTS.**

(8) 4.7.1	ATTACHMENT D - DRUG-FREE WORKPLACE CERTIFICATION
(8) 4.7.2	ATTACHMENT E - NON-DISCLOSURE AGREEMENT
(8) 4.7.3	ATTACHMENT F - PUBLIC ENTITY CRIMES STATEMENT
(8) 4.7.4	ATTACHMENT G - NON-COLLUSION AFFIDAVIT
(9) 4.7.5	VALUE ADDED SERVICES (OPTIONAL) Include any additional/value added services to be proposed in connection with the services defined in ATTACHMENT A – SCOPE OF WORK. Additional/Value added services will NOT be considered for evaluation purposes, only as an informational piece.
(10) 4.7.6	OTHER SUPPORTING DOCUMENTS Insert here any other supporting documents, not included in any of the previous tabs.

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SECTION 5 - EVALUATION

- 5.1 PHASE I – REVIEW OF PROPOSALS.** The Evaluation Committee (hereinafter referred to as the “Committee”) shall review and evaluate all proposals received for RFP-2024-082-OA – STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES, which meet or exceed SECTION 4.2 - MINIMUM ELIGIBILITY REQUIREMENTS, according to the following initial screening criteria:

CRITERIA SECTION		MAXIMUM POINTS
4.3	EXPERIENCE AND QUALIFICATIONS	20
4.4	SCOPE OF WORK	35
4.5	PRICE PROPOSAL	35
4.6	FINANCIAL CAPACITY	10
TOTAL MAXIMUM POINTS:		100

- 5.1.1 The failure to respond, provide detailed information or to provide requested proposal elements in SECTIONS 4.3 through 4.6 may result in the reduction of points in the evaluation process or a complete disqualification of proposal.
- 5.1.2 The Evaluation Committee will shortlist Proposers in PHASE I – REVIEW OF PROPOSALS. Proposers will be notified according to dates set herein in SECTION 2.7 – TIMELINE.
- 5.1.3 Shortlist Scores and Rankings. The Evaluation Committee will utilize the scores developed as a result of SECTION 5.1 to rank the Proposers individually, and then determine cumulative ranking results. The shortlist scores and rankings are solely for the purpose of determining those Proposers that will be selected for further consideration and/or interview and those Proposers which are responsive to the solicitation requirements. Scores and rankings as a result of SECTION 5.1, will neither be considered, nor carried forth as part of the scores and rankings of SECTION 5.2.
- 5.1.4 Result of Review of Proposals. Based upon the results of the above SECTION 5.1, the College, at its sole discretion, may:
- Shortlist the top ranked Proposer(s) (shortlist number to be determined by the Committee) for further consideration and/or interviews.
 - Recommend an award.
 - May reject all proposals received.
 - Waive any informalities.
 - Re-advertise/re-solicit proposals.
 - Reject all proposals without further action.
 - Accept or reject any proposal or portion of a proposal as deemed in the College's best interest.
 - Invite one or more top-ranked Proposers to participate in contract negotiation phase and/or award. and/or
 - Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation, where necessary and consistent with the terms of this solicitation.
- 5.1.5 Proposal Clarification. During the review of proposals, the College reserves the right to ask questions of a clarifying nature in order to obtain clarity on proposal elements submitted. However, Proposers will not be allowed to enhance or alter their initial proposal and may only clarify existing proposal elements.

- 5.2 PHASE II – INTERVIEWS AND PRESENTATIONS.** In the event that the College chooses to interview recommended shortlisted Proposers in accordance with SECTION 5.1, the Committee shall interview the shortlisted Proposers in order to make an award or enter into negotiations. Scores and rankings as a result of SECTION 5.1 above will neither be considered, nor carried forth as part of the scores and rankings resulting from the interviews and presentations phase. Shortlisted Proposers will be interviewed against a set of standard questions and/or clarifying questions (proposal-specific with the intent to clarify issues), and shall be evaluated according to the following criteria:

CRITERIA		MAXIMUM POINTS
A	UNDERSTANDING OF THE COLLEGE'S REQUIREMENTS	25
B	RELEVANT EXPERIENCE	20
C	UNIQUE QUALIFICATIONS	20
D	OVERALL APPROACH, METHODOLOGY, AND ABILITY TO PERFORM CONTRACT	35
TOTAL MAXIMUM POINTS:		100

- 5.2.1 The Evaluation Committee shall interview and evaluate the shortlisted Proposers, in accordance with the evaluation criteria and point schedule established in this PHASE II – INTERVIEWS AND PRESENTATIONS, based on the Proposers' interviews and presentations, and the information submitted by the Proposers in response to this solicitation, in order to make an award recommendation. The failure to respond or provide detailed information or requested proposal elements in SECTION 5.2 may result in the reduction of points in PHASE II. The Committee will utilize the scores developed as a result of SECTION 5.2 to rank the Proposers.
- 5.2.2 Result of Interviews/Presentations. Based upon the results of SECTION 5.2 above, the College, at its sole discretion, may:
- Recommend award and/or negotiations to the top ranked Proposer(s).
 - Recommend award to more than one top ranked Proposer.
 - Reject all proposals.
 - Re-advertise/re-solicit proposal.
 - Reject all proposals without further action.
 - Accept or reject any proposal or portion of a proposal as deemed in the College's best interest. and/or
 - Invite one or more top-ranked Proposers to participate in contract negotiation phase and award.
- 5.3 AWARD.** In addition to recommending the top-ranked Proposer(s) with whom a successful contract can be negotiated, the College, at its sole discretion, reserves the right to make an award as follows:
- Divide the work among Proposers.
 - Award contracts for less than all services encompassed by this solicitation.

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SECTION 6 – CONTRACT NEGOTIATIONS

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

Please note the College, at its discretion, may or may not change committee members for each phase.

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

- 6.2 “SAMPLE” OR BASE CONTRACT FOR NEGOTIATIONS.** The enclosed “sample” contract (ATTACHMENT C) shall be the basis for any contract negotiations and resulting agreement. Proposers are strongly encouraged to review the enclosed sample contract. The final contract shall reference and incorporate all addenda, specifications, terms, and conditions of this solicitation, and to include Proposer’s offer, contract negotiations, and final acceptance. The College may amend any term and condition of the sample contract prior to final acceptance by both parties.

6.3 FINAL SELECTION AND NOTICE OF AWARD RECOMMENDATION.

- 6.3.1 The College will recommend for award of the contract, the responsive Proposer(s) as determined by the Negotiation Team.
- 6.3.2 The College has sole discretion in deciding whether and when to take any of the foregoing actions, the responsive Proposer or Proposers affected and whether to provide concurrent public notice of such decision. The College at its sole discretion may:
- a. Recommend Award.
 - b. Re-advertise/re-solicit for proposals.
 - c. Reject all proposals without further action; accept or reject any proposal or portion of a proposal as deemed in the College’s best interest.

6.3.3 The College reserves the right to:

- a. Select one or more Proposers for the services encompassed by this solicitation, any addenda thereto and any request for additional or revised detail written proposals or request for best and final offers.
- b. Divide the work among Proposers by type of service or geographic area, or both. and
- c. Award contracts for less than the entire service area or less than all services encompassed by this solicitation, or both.

6.4 RESERVED RIGHTS AFTER NOTICE OF AWARD RECOMMENDATION.

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

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SECTION 7 – GENERAL CONDITIONS

1. **SUBMITTAL OF QUESTIONS.** Any questions concerning any portion of this solicitation must be received by the Procurement Officer named herein on or before the due date for submittal of questions as stated in the project calendar. If necessary, the College will issue an addendum to respond to question(s) received. Any verbal or written information, which is obtained other than by information herein or by Addenda shall not be binding on the College.
2. **AWARD.** In order to meet the needs of the College, award may be made by item or by group, as indicated herein. The College may make an award to one or more awardee(s) or may split award among respondents. The terms of the award shall be defined in the award recommendation document. Interested respondents may request copies of tabulations and score sheets and may request a debriefing session after award of solicitation has been completed. The College reserves the right to reject any or all proposals, to not make an award resulting from this solicitation or to withdraw this solicitation at any time.
3. **CONTRACT EXTENSION:** In addition to the stated term of award, the College may, in mutual agreement with the Vendor, extend the term for 180 days beyond the expiration date of the final expiration date.
4. **CONTRACT ORDERS:** Price or quantity conditions stated by any respondent will not be considered for award. The quantities listed herein are only estimates of quantities to be ordered throughout the contract period and are not a guarantee of orders. Actual quantities ordered throughout the contract period may be greater or less than the proposal estimates and shall be furnished at the fixed contract price. No guarantee is given or implied as to the total dollar value or work as a result of this solicitation. The College is not obligated to place any order for goods or services as a result of this award. Order placement will be based upon the needs and in the best interest of the College.
5. **BID ITEM OFFERED:** If alternates are acceptable, as stated herein, and if respondent is proposing other than the make and model specified, then complete make and model number of the item offered must be indicated on the proposal. Failure to indicate a complete make and model number for the item offered will represent that the respondent is proposing the make and model specified.
6. **DESCRIPTIVE LITERATURE:** When alternates are acceptable and if respondent is submitting a proposal for other than the make(s) and model(s) specified, it is required that complete descriptive technical literature on the item being proposed be submitted with the proposal or upon request. Such literature shall be in sufficient detail to indicate conformance with the specifications of the make(s) and model(s) specified. Failure to provide this descriptive literature in sufficient detail to complete the evaluation of the make(s) and model(s) offered, with this proposal or upon request, will result in disqualification of proposed alternate and may result in disqualification of entire proposal.
7. **MODEL NUMBER CORRECTIONS:** If the model number for the make specified is no longer available or incorrect, the replacement or correct model number should be submitted in the proposal.
8. **DISCONTINUED ITEM:** If a proposal item is discontinued by the manufacturer during the period of award, then the Vendor shall advise the Procurement Services Department in writing of non-availability of the proposal item and shall submit complete descriptive, technical literature on the replacement item. Replacement item shall be furnished at the same firm price offered for the original proposal item or at a lower price during the remainder of the period of award. Samples of replacement items may be required and, if requested, must be supplied for evaluation by the appropriate College staff. The College shall not be held liable for any damages incurred to sample item(s) during evaluation.
9. **SAMPLES:** After proposal opening and prior to award, samples of the proposed product may be required for evaluation. Samples, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the respondent's expense. Each individual sample must be labeled with respondent's name, proposal number, and item number. Such samples when requested by the College must be furnished no later than seventy-two (72) hours after notification. Failure of respondent to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.
10. **MANUFACTURER'S CERTIFICATION:** Respondent must be authorized by proposed manufacturer to sell, warranty, service (depending on scope of award) item(s) proposed. The certification must be returned with the proposal in time for proposal opening or upon request. Failure to submit the completed certification will ultimately result in disqualification of proposal submitted.
11. **LOCAL REPAIR FACILITY:** The College may require respondent to maintain a local repair facility that can respond to service calls. For the purpose of this solicitation, "LOCAL" repair station means location in Broward, Miami-Dade or Palm Beach County.
12. **BID BOND:** If required herein, a Surety Bond, Certified Check, Cashier's Check, Treasurer's Check or Bank Draft of any State or National Bank representing five percent (5%) of the total amount of the proposal must accompany proposal. Bonding company must appear on U.S. Treasury list. Surety bonds must be submitted in the form specified by the College. No other bond form will be acceptable.
13. **PERFORMANCE AND PAYMENT BOND REQUIREMENTS:** If required herein, the Vendor shall execute a Performance and Payment Bond in an amount equal to proposal costs and in accordance with the requirements of Section 255.05 Florida Statutes, as currently enacted or as amended from time to time. In addition to the requirements of Section 255.05, the Surety must be listed on the Department of Treasury's Listing of Approved Sureties (Department Circular 570) which is available through the Internet at <http://www.fms.treas.gov/c570.html>. The Insurance Company that issues the Bond must be licensed to do business in the State of Florida. If the Insurance Company is an out of state firm, a Power of Attorney from a Resident Agent must be properly executed and included with the bond. Bond must be furnished to the College within ten (10) days after receipt of notice of award and must comply with Florida Statutes 255.05.
14. **COMMENCEMENT OF WORK/SHIPMENT:** No shipment of goods or commencement of work shall begin until such time as the Vendor receives a College Purchase Order. Goods or services received prior to issuance of Purchase Order may be rejected.

15. **DELIVERY:** The respondent is to indicate on their response the delivery time required for each proposal item. A respondent who fails to indicate delivery time agrees to deliver items ordered within thirty (30) days from the receipt of the order. The College may reject proposals that exceed delivery greater than thirty (30) days from receipt of order.
16. **INSTALLATION:** If required herein, price quoted shall include on-site, inside delivery, installation, satisfactory operation, and demonstration of use of all items ordered. If Installation is not required, the Vendor shall submit complete installation/operation instructions with delivery or upon request.
17. **INSPECTION AND ACCEPTANCE OF MATERIALS AND/OR SERVICE:** The material and/or service delivered under this proposal shall remain the property of the Vendor until a physical inspection and actual usage of this material is made and thereafter accepted to the satisfaction of the College and must comply with the terms herein, and be fully in accord with specifications. In the event the material supplied to the College is found to be defective or does not conform to specifications, the College reserves the right to cancel the order upon written request to the Vendor and return the product to vendor, at vendor's expense.
18. **PRICE ADJUSTMENTS:** Prices offered shall remain firm through each contract expiration date. If price adjustments are allowed, the Vendor may only request price adjustment at the time of invitation to renew contract, approximately sixty (60) days prior to contract expiration, or only during other approved periods. Requests for price adjustments shall be fully documented and shall not exceed the percentage of change in the applicable index, as determined by the College, established by the Bureau of Labor Statistics (www.bls.gov). In the event that the applicable index indicates a negative price trend, the College reserves the right to request a reduction in contract prices equal to the percentage of change. The College reserves the right to not grant price adjustments or to not renew any contract regardless of price considerations.
19. **MATERIAL SAFETY DATA SHEET (MSDS):** As per Florida Statute, the Right To Know Law, the College requires that Material Safety Data Sheets (MSDS) are required for all applicable items, materials and/or substances ordered. Respondent must supply all **MSDS WITH THIS BID or UPON REQUEST**. An awardee who has not submitted the required MSDS will not be issued any purchase orders until the MSDS's are received and approved by the College Risk Management Department. All MSDS submitted must be either an original as received from the manufacturer or a legible copy made from same. **MSDS ON CD-ROM IS NOT ACCEPTABLE**. The College's Risk Management Department requires, for the purpose of safeguarding the health and safety of staff and/or students, that all submitted MSDS must be current and reviewed by the respondent with the manufacturer within the last calendar year. Vendor, by virtue of signing proposal, represents the MSDS as being in compliance with the above conditions. Each MSDS must include a clear delineation of chemical content(s) of product, contain all information required by Florida's Right-To-Know Law, and should have the RFP Number and Product Item Number stated on each MSDS. The College reserves the right to request additional information from the manufacturer concerning the contents of its MSDS submitted by the respondent for the corresponding proposal item. Failure to provide this information as detailed herein may result in disqualification of bid submitted.
20. **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Vendor shall at all times guard against damage and/or loss to the property of the College and shall replace and/or repair any loss or damages unless such be caused by the College. The College may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss and/or damages to the property through negligence of the Vendor. The Vendor shall take the necessary safety precautions to protect both personnel and property while the work is in progress simultaneously adhering to the project schedule.
21. **WARRANTY:** Manufacturer's standard warranty must be provided on all proposal items. Warranty shall begin after delivery and acceptance by the College. Warranty shall be stated in the spaces provided in the Bid Summary Sheet.
22. **DEBRIS:** Vendor shall be responsible for the prompt removal of all debris, which is result of delivery or installation.
23. **DELIVERY INFORMATION:** Delivery specifics will be included on purchase order. From time to time the College may be closed during regular business time or may have established special calendar (e.g. winter holidays, spring break, summer flex week, etc.). Prior to delivery, the Vendor shall verify that the College will be open to accept delivery. The College will not be responsible for re-delivery charges.
24. **CANCELLATION/TERMINATION:** The College may, by written notice, terminate in whole or in part the contract or any purchase orders resulting from this solicitation when such action is in the best interest of the College or when any provision(s) of this solicitation are violated by the respondent. In the event of cancellation/termination, the College shall be liable only for payment for services rendered prior to the effective date of cancellation/termination.
25. **ADDING OR DELETING CAMPUS/CENTER LOCATIONS:** For site specific awards, the College may, during the term of the contract, add or delete, wholly or in part, locations. In the event that a site is added to the contract, the respondent shall invoice the same amount as prices quoted herein for similar sites. Deletion of sites shall not affect contract pricing.
26. **IRREVOCABILITY OF PROPOSAL:** A proposal in response to this solicitation may not be withdrawn before the expiration of ninety (90) days from the date of proposal due date.
27. **PROPOSAL PUBLIC RECORD:** The respondent acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
28. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Goods or services offered as a result of any award resulting from this solicitation must be in compliance with all conditions and specifications and any resulting agreement at all times. Orders for goods or services not conforming as required may be terminated at vendor(s) expense and acquired on the open market. Any increase in cost may be charged against the Vendor. Any violation of these stipulations may also result in:
 - a. For a period of two (2) years, any solicitation submitted by respondent will not be considered and will not be recommended for award.
 - b. All departments being advised not to do business with vendor.

29. **GOVERNING LAW / VENUE:** This solicitation, and any award(s) resulting from same, shall be governed by and construed under the laws of the State of Florida and must have venue established in the 17th Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
30. **TORT IMMUNITY:** The College hereby reserves to itself any and all tort immunity as provided to it by the laws of the State of Florida. It is hereby agreed that the College's liability is limited to the extent permitted by the Florida Constitution and Florida Statute 768.28 or any amendments thereto. Any and all such liability shall be limited to and shall not exceed amount of insurance coverage applicable to such an agreement provided to the College through the Florida Community College Risk Management Consortium. Nothing contained in this document is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity applies. The College disclaims any liability, obligation or responsibility for the payment of consequential, special, indirect, incidental or other similar damages incurred or sustained by respondent in any way arising out of or relating to this solicitation.
31. **LEGAL REQUIREMENTS:** The respondent agrees to be in full compliance with any federal, state, county and local laws, ordinances, rules, regulations or codes that in any manner affect the goods or services covered herein. Lack of knowledge by the respondent will in no way be a cause for relief from responsibility.
32. **ADVERTISING:** In submitting a solicitation, the respondent agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of College.
33. **PAYMENT:** A purchase order will be released after award by the College for any goods or services to be delivered as a result of the solicitation. Any charge that does not directly correspond to a purchase order may not be authorized for payment. Payment will be provided after delivery is verified to be in compliance with all the conditions of award. Payment shall be made within thirty (30) days of acceptance by the College.
34. **CONFLICT OF INTEREST:** The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All respondents must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All respondents must disclose in their response the name of any officer, director, employee or agent of firm who is also an employee of the College or an immediate family member of an employee of the College.
35. **PATENTS/INTELLECTUAL RIGHTS AND ROYALTIES:** The respondent, without exception, shall indemnify and save harmless the College and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the College. If the respondent uses any design, device, or materials covered by letters, patent, or copyright or other intellectual rights, it is mutually understood and agreed without exception that the solicitation prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
36. **DISPUTES:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Any agreement resulting from the award of this solicitation; then
 - Addenda released for this solicitation, with the latest Addendum taking precedence and chronologically thereafter; then
 - this solicitation; then
 - the respondent's proposal.

In case of any other doubt or difference of opinion, the decision of the College shall be final and binding on both parties.

37. **OSHA:** The respondent warrants that the product supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
38. **LIABILITY, INSURANCE, LICENSES AND PERMITS:** The respondent agrees to the Indemnification Provision stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The respondent shall be liable for any damages or loss to the College occasioned by negligence of the respondent (or agent) or any person the respondent has designated in the completion of the contract.
39. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of thirty six (36) months from the date of being placed on the convicted vendor list. By submitting response to this solicitation, the respondent certifies that it has not been convicted of a public entity crime.
40. **AVAILABILITY OF FUNDS:** Florida Statutes prohibits the College from creating obligations on anticipation of budgeted revenues for a period in excess of one (1) year. As such, the College may, during the contract period, terminate or discontinue the items covered in this solicitation. This written notice will release the College of all obligations, subsequent to the termination date, in any way related to the items covered in this solicitation upon thirty (30) days prior written notice to the Vendor. These provisions must be included as part of any lease agreement between the parties. No lease will be considered that does not include these provisions.
41. **USE OF OTHER CONTRACTS:** The College reserves the right to utilize any other College contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other College, other community college/state university system cooperative agreements, or to directly negotiate/purchase per College policy and/or State Board Rule, as currently enacted or as amended

from time to time, in lieu of any offer received or award made as a result of this solicitation if it is in its best interest to do so.

42. **SUBCONTRACTING AND ASSIGNMENT:** Neither any award of this solicitation nor any interest in any award of this solicitation may be subcontracted, assigned, transferred or encumbered by any party without the prior written consent of the College.
43. **INDEMNIFICATION:**
- a. By the College: The College agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the College. Nothing herein shall be construed as consent by the College to be sued by third parties in any matter arising out of any contract.
 - b. By the Vendor: The Vendor agrees to indemnify, hold harmless and defend the College, its agents, servants, and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which the College, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Vendor, its agents, servants, and employees; the equipment of the vendor, its agents, servants, and employees while such equipment is on premises owned or controlled by the College; or the negligence of the vendor or the negligence of the vendor's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including the College's property, and injury or death of any person whether employed by the Vendor, the College or otherwise.
44. **SOLICITATION AND ADDENDA:** It is the sole responsibility of the respondent to assure it has received the entire solicitation package and any and all Addenda. No submissions made after the proposal opening, amending or supplementing the proposal shall be considered.
45. **GRATUITIES:** The respondents shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the College; including any District Board of Trustee Member, College President and any Evaluation Committee Member, for the purpose of influencing consideration of this proposal.
46. **PREPARATION COST OF PROPOSAL:** The respondent is solely responsible for any and all costs associated with responding to this solicitation. The College will not reimburse any respondent for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs that are incurred by any respondent.
47. **DEFAULT AND LITIGATION COSTS:** In the event of a default on this contract, the defaulting party shall pay all attorney's fees and court costs incurred by the non-defaulting party, at both the trial and appellate levels, in any action brought to enforce and collect damages arising from the default.
48. **TAXES AND PERMITS:** Although the College is not subject to the Florida Sales and Use Tax, any contractor who purchases materials which will be used in a State-owned building will not be exempted from the Florida Statute referencing sales and use tax. The State, any county, municipality or political subdivision of this State is exempt from the sales tax, except this exemption shall not include sales of tangible personal property made to contractors employed either directly or as agents of any such government or political subdivision thereof when such tangible personal property goes into or becomes a part of public works owned by such government or political subdivision thereof. The owner is not subject to:
- a. Federal excise taxes on materials or appliances that are incorporated into and become a part of the completed improvement.
 - b. Federal tax on transportation of property.
 - c. Cost of Municipal Building Permits.
 - d. Sales and rental tax payments to the State of Florida are the responsibility of the Vendor. The Vendor must provide documentation to the State.

Vendors by virtue of submitting a proposal agree to this condition.

49. **SUPPLIER DIVERSITY SMALL BUSINESS (SDSB):** It is the policy of College that it will not discriminate in employment and awarding of contracts on the basis of race, color, sex, gender, national origin, religion, age, disability, marital status, sexual orientation, gender identity, genetic information or other legally protected classification in its programs and activities. Any College contractor found in violation of this policy will be removed from the College's vendor list and prohibited from bidding on College goods and services until such time it has sufficiently instituted corrective actions to rectify the discriminatory practices.

The College recognizes its responsibility within the diverse business community in which it operates. It is the policy (6Hx2-6.34) of the College to provide all businesses an equal and fair opportunity to participate in its procurement and contracting opportunities; and to support sustainable growth and economic opportunities (Policy 6Hx2-6.36) for Small Disadvantaged Business Enterprises (SDB).

50. **SUSTAINABILITY AND RECYCLING:** The Vendor shall comply with any current or future sustainability and recycling program established by the State, the County, the Municipality and/or the College. Inability to comply or reach agreement with the College to meet compliance will result in cancellation of the award.
51. **ASSIGNMENT OF ANTITRUST CLAIMS:** For and in recognition of good and valuable consideration, receipt of which is hereby acknowledged, proposing company hereby conveys, sells, assigns and transfers to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing, relating to the particular goods or services purchased or acquired by the State of Florida pursuant to this solicitation.
52. **PROTECTION AND SECURITY OF BUILDING AND PROPERTY:** The contractor shall assume full responsibility and be held liable by

the College for any and all damage or claim for damage, for injury to persons, property and equipment which might result from any services performed under this specification. The extent of this responsibility is not limited to only College property but extends to any property including lease equipment on College locations. The Contractor shall be held liable by the College for damages caused by its employees to any equipment, apparatus or installed property in buildings in which work is performed under this specification. Work shall be carried on in such a manner that there will be no interruption of College business. The Contractor shall be responsible for all keys issued to them for the performance of their duties and will bear the cost of re-keying all areas required due to key loss. Re-keying will be done at the discretion of the College.

53. **SITE VISITS/INSPECTIONS:** The College reserves the right to conduct a site visit to any respondent's place(s) of business in order to ascertain the respondent's ability to perform.
54. **EXCESS PAYMENT:** The College reserves the right to audit any contract or payment history of any agreement resulting from this solicitation. In the event that the College determines that payment in excess to those agreed to hereunder have been made to Contractor, the Contractor agrees to return payment to the College within thirty (30) days of being notified. In the event that the excess payment is due to erroneous invoicing by the Contractor and that said excess payments exceed five percent (5%) of the fees agreed to hereunder, the Contractor agrees to pay for the costs of said audit.
55. **TIE BREAKER:** Resolution of tie bids or proposals shall be resolved in accordance with College Policy 6Hx2-6.35.
56. **EMERGENCY SERVICES DUE TO NATURAL DISASTERS/FORCES:** For the purposes of this solicitation, "Natural Force" is defined as conflagration, flood, storm, earthquake, hurricane or other public calamity. The Bidder, by virtue of submitting a bid, agrees that, if receiving an award, the College shall be given top priority for use by the bidder's resources, and the bidder shall make available to the College all of its resources such as vehicles, equipment tools, and both workforce and management personnel, in the event of a natural disaster such as a hurricane, tornado, windstorm, flood, or fire during the term of award or contract.
57. **SUSPENSION OF WORK.** The College may in its sole discretion suspend any or all activities under the contract or purchase order, at any time, when in the best interests of the College to do so. The College shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety (90) days, or any longer period agreed to by the Contractor, the College shall either (1) issue a notice authorizing resumption of work, at which time (1) work can resume, or (2) terminate the contract, or (3) extend the period of suspension.
58. **FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY:** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the College in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages or additional charges, other than for an extension of time, shall be asserted against the College. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the College agrees to, in writing, to any modification of the contract terms.
59. **DISPUTE RESOLUTION:** Any dispute concerning performance of the Contract shall be communicated through the College's designated Contract Manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty-one (21) days from the date of receipt, the Contractor files with the College a petition for administrative hearing. The College's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.
60. **EMPLOYEES, SUBCONTRACTORS, AND AGENTS:** All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, the Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the College and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The College may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The College may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a College's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The College may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents. The College shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the College. Such actions include, but are not limited to: (1) ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the College, provided that the Contractor grants preferential treatment to the College with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.
61. **PROTESTING OF CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this solicitation, or any Addenda subsequently released thereto, shall file a notice of protest, in writing, within seventy two (72) consecutive hours after the receipt of the solicitation or Addenda and shall file a formal written protest within ten (10) calendar days after the date the notice of protest

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

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

62. **PROTESTING OF AWARD RECOMMENDATIONS/TABULATIONS:** Award Recommendations and Tabulations will be posted in the Procurement Services Department on the date and time stipulated on the solicitation and will remain posted for seventy-two (72) consecutive hours. Any change to the date and time established herein for posting of solicitation Award Recommendations shall be posted in the Procurement Services Department and on the departmental website. In the event the date and time of the posting of Award Recommendation is changed, it is the responsibility of each respondent to ascertain the revised date of the posting of Award Recommendation. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within seventy-two (72) consecutive hours after the posting of the Award Recommendation (or receipt of written notice of intended decision) and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. A written notice of intended decision shall only apply when the Procurement Services Department gives notice of an intended decision about this solicitation. A written notice of intended decision received in accordance with Chapter 119, Florida Statutes, or College Policy, as currently enacted or as amended from time to time, shall not be used as a basis for filing a notice of protest as described herein. Saturdays, Sundays, legal holidays and days during which the college administration is closed shall be excluded in the computation of the seventy-two (72) consecutive hours. If the tenth calendar day falls on a Saturday, Sunday, legal holiday or days during which the college administration is closed, the formal written protest must be received on or before 5:00 p.m. of the next calendar day that is not a Saturday or Sunday, legal holiday or days during which the college administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based". Any person who files an action protesting an intended decision shall post with the College, at the time of filing the formal written protest, a bond, payable to the College, in an amount equal to one percent (1%) of the College's estimate of the total volume of the contract. The College shall provide the estimated contract amount to the Vendor within seventy-two (72) hours, excluding Saturdays, Sundays and other days during which the College administration is closed, of receipt of notice of intent to protest. The estimated contract amount shall be established on the award recommendation as the "contract award amount". The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, the College may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, the College prevails, then the College shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the College all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

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

63. **CONE OF SILENCE:** Any respondent or a lobbyist for a respondent is prohibited from having any communication concerning this solicitation or any response with any member of the College District Board of Trustees, the College President, or any other College employee after the release of this solicitation and prior to the contract being awarded with the exception of communications with the office of the Associate Vice-President for Business Services & Resource Management, unless so notified by the Procurement Services Department. A proposal from any vendor will be disqualified when the respondent or a lobbyist for the respondent violates this condition of the solicitation. No verbal or written information which is obtained other than by information in this document or by Addenda to this solicitation shall be binding on the College.
64. **PUBLIC RECORDS:** Pursuant to Section 119.0701, Florida Statutes, any party contracting with Broward College is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same term and conditions that Broward College would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and except from public record disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirement for retaining public records and transfer, at no cost, to Broward College all public records in that party's possession upon termination of its contract with Broward College and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All of such party's records stored electronically must be provided to Broward College in a format that is compatible with Broward College's information technology system. Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledge that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

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

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***** ATTACHMENT C – SAMPLE CONTRACT *****

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CONTRACT FOR SERVICES TERMS AND CONDITIONS

This contract for services ("Contract") is entered into as of _____ 20__ between the District Board of Trustees of Broward College, Florida ("College") _____ and _____ ("Vendor") (collectively, the "Parties"), will be in effect until _____ ("Contract").

1. INVOICES AND PAYMENTS.

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

2. INDEMNIFICATION.

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

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

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

4. TERMINATION FOR DEFAULT.

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

5. TERMINATION FOR CONVENIENCE.

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

6. AUDIT.

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

7. NONDISCRIMINATION.

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

8. STATE OF FLORIDA PUBLIC ENTITY CONTRACTING PROHIBITIONS.

The Vendor represents, warrants and covenants that it is not currently and, throughout the term of this Contract, shall not be ineligible for the award of this Contract under Sections 287.133, 287.134 and 287.135, Florida Statutes. The Vendor understands and accepts that this Contract maybe void, voidable or subject to immediate termination by the College if the representation, warranty and covenant set forth above is violated. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

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

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

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

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

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

10. NO WAIVER OF SOVEREIGN IMMUNITY.

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

11. COLLEGE'S TAX EXEMPTION.

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

12. ASSIGNMENT/GUARANTOR.

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

13. FORCE MAJEURE.

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

14. AMENDMENTS.

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

15. ENTIRE AGREEMENT.

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

16. COMPLIANCE.

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

17. APPLICABLE LAW/VENUE.

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

18. VENDOR NOT TO LIMIT WARRANTY.

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

19. TERMS/PROVISIONS.

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

20. STATEMENT OF SERVICES.

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

21. COMPENSATION/CONSIDERATION.

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

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than the following:

A. Commercial General Liability

1. Each Occurrence \$ _____
 2. Personal & Advertising Injury \$ _____
 3. General Aggregate \$ _____
 4. Products-Completed Operations \$2,000,000
- Policy must contain contractual liability coverage.

B. Automobile Liability \$ _____

Coverage required for all owned, non-owned and hired vehicles used in connection with this Contract.

C. Worker's Compensation in accordance with Florida Statutory limits and Employer's Liability Insurance.

D. Professional Liability

1. Per Occurrence \$ _____
2. General Aggregate \$ _____

E. Cyber Liability \$ _____

F. Pollution Liability

1. Per Occurrence \$ _____
2. General Aggregate \$ _____

Coverage may be provided through a stand-alone Pollution Liability policy or added to the Commercial General Liability policy through endorsement.

The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP OF WORKS.

If the Contract involves the creation or development of works entitled to intellectual property protection, such works shall be considered works for hire and ownership shall vest in the College. For all other works created or developed by Vendor under this Contract for the benefit of College which are either not eligible to be works for hire or are not eligible for intellectual property protection, Vendor hereby grants to College a perpetual, non-transferable, exclusive right to use, reproduce, perform, display, distribute copies and make derivative works of such works, as applicable. For purposes hereof, works includes, but is not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

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

25. INDEPENDENT CONTRACTOR.

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

26. DISPUTES.

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

27. E-VERIFY.

If the Vendor meets the definition of “contractor” under Section 448.095, Florida Statutes, in addition to other contract requirements provided by law, the Vendor shall register with and use the E-Verify system operated by the United States Department of Homeland Security to verify the work authorization status of all its employees hired during the term of this Agreement. The Vendor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. The Vendor must provide evidence of compliance to the College as required under Section 448.095, Florida Statutes. Failure to comply with this provision is a material breach of the Agreement, and the College may terminate the Agreement at its sole discretion without liability. The Vendor shall be liable for all costs incurred by the College resulting from the Vendor’s noncompliance with the requirements of this section.

28. CHANGE IN PERSONNEL.

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

29. BACKGROUND CHECKS.

This clause applies to long term Vendors working on site, including, but not limited to, Janitorial Services, Food Services and Security. In addition, this clause applies to Vendors providing childcare services, on site or off site. Vendor shall conduct thorough background checks for all of the Vendor’s employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled “E-VERIFY.” After reviewing the results of the background check, the Vendor shall determine whether the Vendor’s employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College will rely on the Vendor’s assessment of its employees’ or hired workers’ suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

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

30. ANNOUNCEMENTS AND PRESS STATEMENTS.

No party shall, except with prior written consent of the other party on each occasion, make any press or media announcements concerning the Agreement or use the name, logos, or trademarks of any other party, or any version, abbreviation, or representation of them, in any advertising or other form of publicity or fundraising without the written permission of the party whose name, logo, or trademark is sought for use. In the case of the College, permission must be granted by its _____ or that position's designee, and in the case of the other party, permission must be granted by its _____ or that position's designee.

31. EMPLOYMENT BENEFITS.

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

32. STOP WORK ORDER.

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

33. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "C."

College

Vendor

FOR VENDOR USE ONLY

Vendor Name (type) _____ Tax ID No. _____
Authorized
Representative _____ Title _____

Address _____ Telephone _____

Signature of Vendor _____ Date _____

Attested By Name (type) _____ Title _____

Signature of Attester _____ Date Signed _____

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President _____ Title _____

Signature _____ Date _____

IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____

BROWARD COLLEGE
DRUG-FREE WORKPLACE CERTIFICATION

RFP-2024-082-OA
ATTACHMENT D

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

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

This sworn statement is submitted to the College,

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

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

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

(Signature)

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

Personally Known _____

OR Produced identification _____ Notary Public – State of _____

_____ My commission expires _____

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

***** ATTACHMENT E – NON-DISCLOSURE AGREEMENT *****

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Non-Disclosure Agreement

- 1) Subject to Chapter 119, Florida Statutes and any and all other applicable laws, Receiving Party and any person who reviews or has access to Information from Disclosing Party hereunder shall safeguard the Information against disclosure by employing the same means to protect the Information as that Party uses to protect its own non-public, confidential, sensitive, or proprietary information, but in no event less than means consistent with prudent industry practices for the protection and safeguarding of confidential information. The Receiving party shall use the Information solely and exclusively for purposes relating to the Project and any resulting design, and/or construction of the Project (the "Purpose"), and no other purpose. Receiving Party shall not itself, nor shall it permit its employees, contractors, consultants and/or agents to, disclose to any person, corporation or other entity the Information without the prior written consent of the Disclosing Party, provided, however, a Receiving Party may distribute the Information to its officers, employees, agents and consultants and others who have a need for such Information for the permitted Purpose. Prior to disclosure of the Information to any individual, the Receiving Party shall ensure that the individual is informed of the terms, conditions and requirements of this Agreement and shall ensure that the recipient complies with the terms of this Agreement as if the recipient were a party to this Agreement. The Receiving Party shall immediately inform the Disclosing Party of any unauthorized access to, disclosure or use of Confidential Information and any other breach by the Receiving Party of its obligations and covenants hereunder, and the Receiving Party at no cost to the Disclosing Party shall cooperate with and support efforts of the Disclosing Party to address such unauthorized access disclosure or use or other breach. In the event that the Receiving Party or any recipient becomes obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Information of the Disclosing Party, the Receiving Party shall give the Disclosing Party prompt prior written notice of such requirement and shall cooperate with the Disclosing Party at no cost to the Disclosing Party in efforts to seek a protective order or other appropriate remedy which prevents, restricts, limits, conditions or otherwise limits the disclosure of the Information. The Receiving Party shall return to the Disclosing Party upon the Disclosing Party's written request therefor any or all of the Information disclosed by the Disclosing Party as well as any documents containing Information, such as notes, summaries, extracts and other such documents, regardless of the medium in which the documents are created, stored, retrieved or accessed. Disclosing Party is not obligated to disclose any Information. No right, title, interest or license is granted to Receiving Party in relation to the Information except as expressly set out in this Agreement. Disclosing Party makes no representation or warranty, express or implied, with respect to the truth, accuracy, completeness or reasonableness of the Information or its suitability for any purpose or use. Receiving Party and Disclosing Party each acknowledge that damages would not be an adequate remedy for breach of this Agreement

and the non-breaching party is entitled to the remedy of injunction, specific performance and other equitable relief for a threatened or actual breach of this Agreement. Disclosing Party shall be entitled to recover, in addition to any other remedy or relief, an award of attorneys' fees incurred in connection with the enforcement or interpretation of this Agreement.

- 2) Additionally, without limiting the general requirements under this Agreement for the parties to comply with applicable laws, to the extent applicable to each party and/or its operations, each party shall comply with (a) all regulations promulgated by the Office of Foreign Assets Control, Department of the Treasury; (b) the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., (c) the Trading with the Enemy Act, 50 U.S.C. App. I et seq.; and (d) the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism and laws which replace any such laws if any such laws are repealed or modified (collectively, the "OFAC Laws").
- 3) Any Architectural documents provided to the Contracted Party, by the Owner, are informational in quality. The Owner does NOT guarantee the full accuracy of these documents at the time they are provided to the Contracted Party.
The Contracted party is responsible for field verifying any information related to the work they are contracted to perform.

RECEIVING PARTY:

Signature

Name

Title

Date

BROWARD COLLEGE PUBLIC ENTITY CRIMES STATEMENT	RFP-2024-082-OA ATTACHMENT F
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A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. See Section 287.133(2) (a), Florida Statutes.

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

"Convicted" means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere. See Section 287.133(1) (c), Florida Statutes.

An "affiliate" means (1) a predecessor or successor of a person convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate. See Section 287.133(1) (a), Florida Statutes.

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

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

Name of Company: _____

Address of Company: _____

Signature for the Company: _____

Title of Person Signing for the Company: _____

Signature of Witness: _____

Witness' Relationship to the Company: _____

BROWARD COLLEGE NON-COLLUSION AFFIDAVIT	RFP-2024-082-OA ATTACHMENT G
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State of _____)
County of _____) ss.

_____ being first duly sworn, deposes and says t

(5) (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 respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;
- (3) Such Bid 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, company, 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, company, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal 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;
- (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 the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Non-Collusion Affidavit continued on next page...)

(... continued from previous page, Non-Collusion Affidavit)

Signed, sealed and delivered in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGMENT

State of Florida
County of _____

On this the _____ day of _____, 2020, before me, the undersigned

Notary Public of the State of Florida, personally appeared _____
Name(s) of individuals(s)
and whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

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

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)
☐ DID take an oath, or

☐ DID NOT take an o_____

OPTIONAL INFORMATION:

Type of Document: _____

Number of Pages: _____

Number of Signatures Notarized: _____

BROWARD COLLEGE
VENDOR CONFLICT OF INTEREST FORM

RFP-2024-082-OA
ATTACHMENT H

VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee or agent of company who is also an employee of the College or an immediate family member of an employee of College. If there are none, check NO below.

Have Conflict of Interest: **YES or NO** (check)

YES ☐ NO ☐

If YES, please explain below:

PROPOSER'S COMPANY NAME: _____

Print Name and Title: _____

Signature: _____

***** See ATTACHMENT I – PERFORMANCE EVALUATION
SURVEY FORM on DemandStar *****

See separate PDF document in DemandStar

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ATTACHMENT I - PERFORMANCE EVALUATION SURVEY FORM

Please email this form to Orlando Aponte at oaponte@broward.edu once completed in PDF format prior to 2:30 p.m. ET on: Wednesday, July 31, 2024	
This form is to be completed by the organization providing the reference only .	
Name of Company (Respondent to this RFP) on which reference is being provided:	
Company providing reference:	
Address of company providing reference:	
Name/title of person providing reference:	
Phone number of person providing reference:	
Email address of person providing reference:	
Date(s) of Service:	
Annual Aggregate Dollar Amount and/or Dollar Amount of Service	

<p>Please evaluate and rate the performance of the company noted above (the Proposer to this RFP), using the following ratings scale:</p> <p>0 = Do Not Hire (our company would not hire them again)</p> <p>1 = Poor (does not meet minimum standards)</p> <p>2 = Fair (barely meets minimum standards)</p> <p>3 = Average (meets minimum standards)</p> <p>4 = Good (meets defined minimum requirements and occasionally exceeds your expectations)</p> <p>5 = Excellent or Outstanding (always exceed your expectations)</p>	<p>Insert YOUR RATINGS in this column</p>
1. QUALITY OF SERVICE/PROJECT/PRODUCT: Did they perform service and provide project/product as specified and/or as proposed? Please rate.	
2. PERSONNEL: Regarding the performance and workmanship of company personnel. Please rate.	
3. TIMELINESS/RESPONSIVENESS: Was the company's timeliness and responsiveness satisfactory to your entity's needs? Please rate.	
4. OVERALL PERFORMANCE: Was company willing to and/or did they go above and beyond project requirements, i.e., within reason, without altering specification? Please rate.	
5. CUSTOMER SERVICE: If problems were caused or encountered, were they addressed and resolved promptly? Please rate customer service.	
6. DEADLINES/MILESTONES/BUDGET: Was the company able to meet service delivery schedule and/or perform service to meet established deadlines/milestones/budget? Please rate.	
7. ABILITY TO PERFORM: Did the company have technical expertise, facilities, and equipment to perform as specified? Please rate.	
8. YEARLY CONTRACTS: If performing a yearly term contract, was the company able to adequately manage for the duration? Please rate yearly contract performance.	
9. INTERACTION: Did their company representative work well with your entity's staff in providing these services or in performing yearly continuing contract? Please rate.	
10. FUTURE PROJECTS: Most importantly, would you use this firm again? Yes? No? Comments?	
<p>COMMENTS: Are there any additional comments you would like to add?</p> <hr/> <hr/> <hr/>	

BROWARD COLLEGE
STATEMENT OF NO RESPONSE

RFP-2024-082-OA
ATTACHMENT J

STATEMENT OF “NO” RESPONSE

If your company will not be submitting a proposal to this Request for Proposals (RFP), please complete this Statement of “No” Response Sheet and return, prior to the Reply Due Date established within, to Orlando Aponte at:

BROWARD COLLEGE
Procurement Services Department
oaponte@broward.edu

This information will help the College in the preparation of future solicitations.

RFP Number: _____

Title: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____ Fax: _____

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

Comments: _____

Signature: _____ Date: _____

ADDENDUM No. 1

SOLICITATION No.: RFP-2024-082-OA
SOLICITATION TITLE: STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES
DATE: July 8, 2024

This Addendum is being issued to clarify and/or revise the solicitation documents, virtual solicitation conference meeting clarifications, and/or solicitation specifications. This Addendum modifies, supplements, and/or replaces information in the REQUEST FOR PROPOSALS (RFP) titled STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES (RFP-2024-082-OA), and is hereby made part of the original solicitation documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

REVISIONS TO SOLICITATION

1. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFP

Q1 What is the Engineer's Annual Estimate?

R1 Approximately \$70,000 per year.

Q2 Is a bid bond required?

R2 No.

Q3 Will there be multiple bidders awarded?

R3 To be determined by the College's Evaluation Committee.

Q4 Is the contractor required to bid on every line item?

R4 Yes.

Q5 Please provide the previous contract's itemized bid tabulation for this same type of project.

R5 Refer to ATTACHMENT A1A – BID TABULATION – RFP-2018-167-EH and ATTACHMENT A1B – AMENDMENT 2 – RFP-2018-167-EH.

Q6 Is a bid bond required?

R6 Refer to R2.

Q7 Can you provide the detailed, line-item bid tabulation for the last bid project that resulted in a contract with Shenandoah?

R7 Refer to R5.

Q8 Can you provide the quantities utilized for the current services contract with Shenandoah over the past 24 months?

R8 No.

Q9 Can you provide the billings from Shenandoah over the past 24 months?

R9 No.

Q10 Please provide site maps for the project.

R10 Refer to <https://www.broward.edu/about/locations/>, as services can be provided at Broward College's campuses, centers, and facilities on an as-needed basis.

2. **ATTACHMENTS**

- ATTACHMENT A1A – BID TABULATION – RFP-2018-167-EH
- ATTACHMENT A1B – AMENDMENT 2 – RFP-2018-167-EH

Addenda should be returned with the response. Failure to do so may disqualify your response. Please sign below to verify that you have read and understand this addendum.

Signature and Print Name

Title

Company Name

Date

"Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

PRICES TABULATION
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	HINTERLAND	SHENANDOAH	TV DIVERSIFIED
TV Viewing					
			%x1	%x1	%x1
1	Storm Drain {Video Camera} Observation 0 - 48" Log/Written Report	Linear Ft	\$8.00	\$6.00	\$2.50
2	Storm Drain {Video Camera} Observation 49" - 72" Log/Written Report	Linear Ft	\$10.00	\$20.00	\$3.00
3	Cleaning Box Culverts of Debris and Bituminous Materials Removed	Per Ft	\$100.00	\$30.00	\$1.00
Plug Installation & Removal {Includes Minimum Weekly Rental} for:					
4	0" to 12" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	\$400.00	\$1.00	\$165.00
5	15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	\$600.00	\$5.00	\$665.00
6	36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	\$1,400.00	\$10.00	\$660.00
7	48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	\$3,000.00	\$15.00	\$985.00
8	72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	\$4,500.00	\$25.00	\$2,190.00
Pumping					
9	4"hydraulic Pump (with up to 1000' of discharge hose)	Hours	\$75.00	\$25.00	\$205.00
10	6"hydraulic Pump (with up to 1000' of discharge hose)	Hours	\$75.00	\$35.00	\$213.00
11	8"hydraulic Pump (with up to 1000' of discharge hose)	Hours	\$85.00	\$40.00	\$292.00
GENERAL MAINTENANCE AND REPAIRS					
Slip Lining or Equivalent Elliptical Circumference with HDPE Smooth Wall Fused Pipe					
12	Slip Lining 15" Pipe	Linear Ft	\$50.00	\$67.00	\$200.00
13	Slip Lining 18" Pipe	Linear Ft	\$50.00	\$75.00	\$300.00
14	Slip Lining 24" Pipe	Linear Ft	\$60.00	\$80.00	\$400.00
15	Slip Lining 30" Pipe	Linear Ft	\$90.00	\$95.00	\$500.00
16	Slip Lining 36" Pipe	Linear Ft	\$130.00	\$130.00	\$600.00
17	Slip Lining 42" Pipe	Linear Ft	\$150.00	\$182.00	\$700.00
18	Slip Lining 48" Pipe	Linear Ft	\$220.00	\$305.00	\$800.00
19	Slip Lining 54" Pipe	Linear Ft	\$230.00	\$322.00	\$900.00
20	Slip Lining 60" Pipe	Linear Ft	\$255.00	\$370.00	\$1,000.00
21	CIPP 15" Pipe 15 x 6.7 mm {Burial Depth is 0-6'}	Linear Ft	\$50.00	\$70.00	\$38.50
22	CIPP 15" Pipe 15 x 8.2 mm {Burial Depth is 6-12'}	Linear Ft	\$55.00	\$75.00	\$40.50

PRICES TABULATION
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	HINTERLAND		SHENANDOAH		TV DIVERSIFIED	
23	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6')	Linear Ft		\$65.00		\$82.00		\$48.50
24	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12')	Linear Ft		\$70.00		\$85.00		\$51.50
25	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6')	Linear Ft		\$85.00		\$96.00		\$73.25
26	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12')	Linear Ft		\$90.00		\$105.00		\$76.25
27	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6')	Linear Ft		\$110.00		\$121.00		\$98.00
28	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12')	Linear Ft		\$115.00		\$126.00		\$100.00
29	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6')	Linear Ft		\$130.00		\$146.00		\$135.00
30	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12')	Linear Ft		\$140.00		\$162.00		\$138.00
31	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6')	Linear Ft		\$200.00		\$210.00		\$163.50
32	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12')	Linear Ft		\$220.00		\$210.00		\$165.00
33	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6')	Linear Ft		\$225.00		\$258.00		\$206.50
34	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12')	Linear Ft		\$250.00		\$259.00		\$210.00
35	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6')	Linear Ft		\$370.00		\$431.00		\$262.00
36	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12')	Linear Ft		\$390.00		\$431.25		\$265.00
37	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6')	Linear Ft		\$490.00		\$573.00		\$309.00
38	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12')	Linear Ft		\$500.00		\$550.00		\$312.00
39	CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6')	Linear Ft		\$600.00		\$671.00		\$385.00
40	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12')	Linear Ft		\$600.00		\$661.00		\$388.00
41	CIPP 72" Pipe x 30.4 mm Linear Ft	Linear Ft		\$740.00		\$772.00		\$530.00
42	CIPP 84" Pipe x 35.5 mm Linear Ft	Linear Ft		\$800.00		\$895.00		\$662.00
43	CIPP 96" Pipe x 40.6 mm Linear Ft	Linear Ft		\$850.00		\$1,100.00		\$825.00
PIPE CLEANING								
Pipe Cleaning and Sediment removal (Light Cleaning)								
44	Cleaning and Sediment Removal 15" Pipe	Linear Ft		\$0.50		\$0.50		\$2.50
45	Cleaning and Sediment Removal 18" Pipe	Linear Ft		\$0.50		\$0.75		\$2.50
46	Cleaning and Sediment Removal 24" Pipe	Linear Ft		\$1.00		\$1.00		\$3.00
47	Cleaning and Sediment Removal 30" Pipe	Linear Ft		\$2.00		\$1.25		\$4.00
48	Cleaning and Sediment Removal 36" Pipe	Linear Ft		\$2.00		\$1.50		\$4.00
49	Cleaning and Sediment Removal 42" Pipe	Linear Ft		\$3.00		\$2.00		\$4.00
50	Cleaning and Sediment Removal 48" Pipe	Linear Ft		\$5.00		\$2.50		\$8.00

PRICES TABULATION
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	HINTERLAND		SHENANDOAH		TV DIVERSIFIED	
51	Cleaning and Sediment Removal 54" Pipe	Linear Ft		\$5.00		\$2.75		\$8.00
52	Cleaning and Sediment Removal 60" Pipe	Linear Ft		\$7.00		\$3.00		\$11.00
53	Cleaning and Sediment Removal 66" Pipe	Linear Ft		\$8.00		\$4.00		\$12.00
54	Cleaning and Sediment Removal 72" Pipe	Linear Ft		\$8.00		\$5.00		\$13.00
55	Cleaning and Sediment Removal 84" Pipe	Linear Ft		\$12.00		\$6.00		\$14.00
56	Cleaning and Sediment Removal 96" Pipe	Linear Ft		\$15.00		\$7.00		\$15.00
Pipe Cleaning and Sediment Removal (Medium Cleaning)								
57	Cleaning and Sediment Removal 15" Pipe	Linear Ft		\$2.00		\$1.00		\$4.00
58	Cleaning and Sediment Removal 18" Pipe	Linear Ft		\$2.00		\$1.25		\$4.00
59	Cleaning and Sediment Removal 24" Pipe	Linear Ft		\$2.00		\$1.50		\$6.00
60	Cleaning and Sediment Removal 30" Pipe	Linear Ft		\$2.00		\$2.00		\$8.00
61	Cleaning and Sediment Removal 36" Pipe	Linear Ft		\$4.00		\$2.50		\$8.00
62	Cleaning and Sediment Removal 42" Pipe	Linear Ft		\$4.00		\$3.25		\$8.00
63	Cleaning and Sediment Removal 48" Pipe	Linear Ft		\$4.00		\$3.50		\$12.00
64	Cleaning and Sediment Removal 54" Pipe	Linear Ft		\$6.00		\$4.00		\$12.00
65	Cleaning and Sediment Removal 60" Pipe	Linear Ft		\$8.00		\$7.00		\$14.00
66	Cleaning and Sediment Removal 66" Pipe	Linear Ft		\$10.00		\$8.00		\$15.00
67	Cleaning and Sediment Removal 72" Pipe	Linear Ft		\$12.00		\$10.00		\$16.00
68	Cleaning and Sediment Removal 84" Pipe	Linear Ft		\$15.00		\$15.00		\$17.00
69	Cleaning and Sediment Removal 96" Pipe	Linear Ft		\$18.00		\$35.00		\$18.00
Pipe Cleaning and Sediment Removal (Heavy Cleaning)								
70	Cleaning and Sediment Removal 15" Pipe	Linear Ft		\$5.00		\$5.50		\$4.00
71	Cleaning and Sediment Removal 18" Pipe	Linear Ft		\$5.00		\$6.25		\$4.00
72	72 Cleaning and Sediment Removal 24" Pipe	Linear Ft		\$6.00		\$7.00		\$8.00
73	73 Cleaning and Sediment Removal 30" Pipe	Linear Ft		\$6.00		\$9.00		\$10.00
74	74 Cleaning and Sediment Removal 36" Pipe	Linear Ft		\$8.00		\$11.25		\$10.00
75	75 Cleaning and Sediment Removal 42" Pipe	Linear Ft		\$8.00		\$18.25		\$10.00
76	76 Cleaning and Sediment Removal 48" Pipe	Linear Ft		\$10.00		\$20.00		\$15.00
77	77 Cleaning and Sediment Removal 54" Pipe	Linear Ft		\$10.00		\$20.50		\$15.00
78	78 Cleaning and Sediment Removal 60" Pipe	Linear Ft		\$12.00		\$21.00		\$18.00

PRICES TABULATION
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	HINTERLAND		SHENANDOAH		TV DIVERSIFIED	
79	79 Cleaning and Sediment Removal 66" Pipe	Linear Ft		\$15.00		\$22.00		\$19.00
80	80 Cleaning and Sediment Removal 72" Pipe	Linear Ft		\$18.00		\$25.00		\$20.00
81	81 Cleaning and Sediment Removal 84" Pipe	Linear Ft		\$20.00		\$30.00		\$21.00
82	82 Cleaning and Sediment Removal 96" Pipe	Linear Ft		\$30.00		\$40.00		\$22.00
Pipe Cleaning and Sediment Removal (Specialty Cleaning)								
83	Cleaning and Sediment Removal 15" Pipe	Linear Ft		\$8.00		\$10.00		\$14.00
84	Cleaning and Sediment Removal 18" Pipe	Linear Ft		\$10.00		\$10.00		\$14.00
85	Cleaning and Sediment Removal 24" Pipe	Linear Ft		\$12.00		\$10.00		\$15.00
86	Cleaning and Sediment Removal 30" Pipe	Linear Ft		\$12.00		\$12.00		\$18.00
87	Cleaning and Sediment Removal 36" Pipe	Linear Ft		\$12.00		\$15.00		\$18.00
88	Cleaning and Sediment Removal 42" Pipe	Linear Ft		\$12.00		\$20.00		\$18.00
89	Cleaning and Sediment Removal 48" Pipe	Linear Ft		\$15.00		\$30.00		\$20.00
90	Cleaning and Sediment Removal 54" Pipe	Linear Ft		\$15.00		\$35.00		\$20.00
91	Cleaning and Sediment Removal 60" Pipe	Linear Ft		\$15.00		\$40.00		\$21.00
92	Cleaning and Sediment Removal 66" Pipe	Linear Ft		\$18.00		\$45.00		\$22.00
93	Cleaning and Sediment Removal 72" Pipe	Linear Ft		\$20.00		\$50.00		\$23.00
94	Cleaning and Sediment Removal 84" Pipe	Linear Ft		\$20.00		\$60.00		\$24.00
95	Cleaning and Sediment Removal 96" Pipe	Linear Ft		\$30.00		\$70.00		\$25.00
Open Cut / Headwall Repairs & Other Services								
96	Construction Foreman	Hour		\$150.00		\$55.00		\$105.00
97	Equipment Operator	Hour		\$85.00		\$150.00		\$68.00
98	Laborer	Hour		\$35.00		\$35.00		\$46.00
99	Pipe Layer	Hour		\$50.00		\$37.00		\$57.25
100	Welding (Above & Below Water)	Hour		\$450.00		\$75.00		\$750.00
101	Diving Crew (3 Man Team) Certified	Hour		\$850.00		\$450.00		\$750.00
102	Crane 100 Ton & Below	Hour		\$185.00		\$80.00		\$430.00
103	Track or Wheeled Excavator	Hour		\$45.00		\$50.00		\$145.00
104	Stick Tracked Excavator (60' or Greater)	Hour		\$200.00		\$60.00		\$200.00
105	Wheel Loader	Hour		\$65.00		\$40.00		\$102.00
106	Backhoe Loader	Hour		\$50.00		\$30.00		\$98.00

PRICES TABULATION
Broward College RFP-2018-167-EH
Storm Drain Cleaning, Repairs and Maintenance

ITEM	DESCRIPTION	UNIT	HINTERLAND		SHENANDOAH		TV DIVERSIFIED	
107	Bulldozer	Hour		\$90.00		\$15.00		\$130.00
108	Double Drum Compactor	Hour		\$65.00		\$15.00		\$102.00
109	Vibratory Plate Compactor Hr.	Hour		\$10.00		\$15.00		\$92.00
110	100 CFM Air Compressor with Hammer	Hour		\$10.00		\$30.00		\$88.00
111	De-Watering	Hour		\$100.00		\$85.00		\$260.00
112	Asphalt Pavement Replacement	Tons		\$300.00		\$170.00		\$469.00
113	Lime Rock	Tons		\$40.00		\$55.00		\$29.50
114	Dirt	Tons		\$30.00		\$25.00		\$20.00
115	Driveway Restoration (4" thick) Removal and Installation	Sq. Ft.		\$6.00		\$25.00		\$6.00
116	Driveway Restoration (6" thick) Removal and Installation	Sq. Ft.		\$8.00		\$30.00		\$7.65
117	Mitered Ends	Sq. Ft.		\$24.00		\$45.00		\$15.00
118	Pressure Grout Injection	Joints		\$1,200.00		\$225.00		\$200.00
119	Bahia Sod	Sq. Ft.		\$5.00		\$1.30		\$3.10
120	Floratan Sod	Sq. Ft.		\$6.00		\$1.50		\$3.25
121	Rip Rap Rubble 6" - 12"	Tons		\$200.00		\$75.00		\$205.00
122	Rip Rap Bag (80 lb. Bags)	Each		\$50.00		\$12.00		\$32.00
123	Concrete Pillow Blanket slope protection	Square Yard		\$100.00		\$65.00		\$8.00
124	Silt Screen Installation & Removal per 100 ft.	Each		\$250.00		\$500.00		\$500.00
125	Mobilization Fee	Each		\$5,000.00		\$300.00		\$1,500.00
126	Material Mark Up % -Cost Plus Percentage may not exceed 10%. -A percentage of 0 or net cost is acceptable.		\$0.15	15%	\$0.10	10%	\$0.30	30%
GRAND TOTAL				\$28,802.15		\$13,453.15		\$23,357.05

REVISED CONTRACT PRICING**RFP-2018-167-EH - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE**

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>New Unit Price</u>
12	Slip Lining 15" Pipe	LF	1	\$67.00	\$79.72
13	Slip Lining 18" Pipe	LF	1	\$75.00	\$88.78
14	Slip Lining 24" Pipe	LF	1	\$80.00	\$99.08
15	Slip Lining 30" Pipe	LF	1	\$95.00	\$116.20
16	Slip Lining 36" Pipe	LF	1	\$130.00	\$159.68
17	Slip Lining 42" Pipe	LF	1	\$182.00	\$227.58
18	Slip Lining 48" Pipe	LF	1	\$305.00	\$338.92
19	Slip Lining 54" Pipe	LF	1	\$322.00	\$403.62
20	Slip Lining 60" Pipe	LF	1	\$370.00	\$494.02
21	CIPP 15" Pipe 15 x 6.7 mm (Burial Depth is 0-6')	LF	1	\$70.00	\$81.77
22	CIPP 15" Pipe 15 x 8.2 mm (Burial Depth is 6-12')	LF	1	\$75.00	\$88.09
23	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6')	LF	1	\$82.00	\$97.30
24	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12')	LF	1	\$85.00	\$101.73
25	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6')	LF	1	\$96.00	\$118.94
26	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12')	LF	1	\$105.00	\$129.94
27	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6')	LF	1	\$121.00	\$154.99
28	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12')	LF	1	\$126.00	\$162.54
29	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6')	LF	1	\$146.00	\$191.22
30	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12')	LF	1	\$162.00	\$210.76
31	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6')	LF	1	\$210.00	\$275.35
32	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12')	LF	1	\$210.00	\$275.35
33	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6')	LF	1	\$258.00	\$346.55
34	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12')	LF	1	\$259.00	\$338.52
35	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6')	LF	1	\$431.00	\$541.32
36	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12')	LF	1	\$431.25	\$531.28
37	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6')	LF	1	\$573.00	\$707.95
38	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12')	LF	1	\$550.00	\$671.89
39	CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6')	LF	1	\$671.00	\$824.80
40	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12')	LF	1	\$661.00	\$808.50
41	CIPP 72" Pipe x 30.4 mm Linear Ft	LF	1	\$772.00	\$932.65
42	CIPP 84" Pipe x 35.5 mm Linear Ft	LF	1	\$895.00	\$1,268.58
43	CIPP 96" Pipe x 40.6 mm Linear Ft	LF	1	\$1,100.00	\$1,513.76

OK 

ADDENDUM No. 2

SOLICITATION No.: RFP-2024-082-OA
SOLICITATION TITLE: STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES
DATE: July 12, 2024

This Addendum is being issued to clarify and/or revise the solicitation documents, virtual solicitation conference meeting clarifications, and/or solicitation specifications. This Addendum modifies, supplements, and/or replaces information in the REQUEST FOR PROPOSALS (RFP) titled STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES (RFP-2024-082-OA), and is hereby made part of the original solicitation documents.

Unless specifically modified by this Addendum, the previously issued documents remain unchanged and in the event of a conflict between this Addendum and previously issued documents, this Addendum shall prevail.

REVISIONS TO SOLICITATION

1. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFP

Q1 Will the Owner add a bid item for Maintenance of Traffic?

R1 No, refer to SECTION 3.2.1 of the solicitation document.

Q2 Will the Owner please review and accept GeoKrete Geopolymer as a single standalone pipe rehabilitation application in lieu of the CIPP and Slip Lining for pipes 42" and Larger?

R2 Refer to R1.

2. ATTACHMENTS

None.

Addenda should be returned with the response. Failure to do so may disqualify your response. Please sign below to verify that you have read and understand this addendum.

Signature and Print Name

Title

Company Name

Date

“Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes.”



BROWARD COLLEGE

REQUEST FOR PROPOSALS

RFP-2024-082-0A

**STORM DRAIN CLEANING,
REPAIRS AND MAINTENANCE SERVICES**

PROPOSAL DUE DATE:

JULY 31, 2024

AT

2:30 P.M.



4.1 – GENERAL INFORMATION

TAB 1 – 4.1.1 – TITLE PAGE & TABLE OF CONTENTS

TAB 1 – 4.1.2 - LETTER OF TRANSMITTAL

**TAB 2 – 4.1.3 – ACKNOWLEDGEMENT OF RELEASED
ADDENDA TO RFP**

TAB 2 – 4.1.4 - W-9 FORM

TAB 2 – 4.1.5 – NOTICE PROVISION

TAB 2 – 4.1.6 – VENDOR CONFLICT OF INTEREST FORM

TAB 2 – 4.1.7 – LITIGATION HISTORY

TAB 2 – 4.18 – LETTER OF INSURABILITY



SHENANDOAH

Pipe Inspection & Restoration Specialist

1888 NW 22ND STREET
POMPANO BEACH, FL, 33069
954-975-0098

JULY 31, 2024

BROWARD COLLEGE
RFP-2024-082-OA

STORM DRAIN CLEANING, REPAIRS & MAINTENANCE SERVICES

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TAB 2 - 4.1.3	ACKNOWLEDGEMENT OF RELEASED
	ADDENDA TO RFP
TAB 2 - 4.1.4	W-9 FORM
TAB 2 - 4.1.5	NOTICE PROVISION
TAB 2 - 4.1.6	VENDOR CONFLICT OF INTEREST FORM
TAB 2 - 4.1.7	LITIGATION HISTORY
TAB 2 - 4.1.8	LETTER OF INSURABILITY
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TAB 4 - 4.3.2	ORGANIZATION PROFILE
TAB 4 - 4.3.3	ACCOUNT MANAGEMENT & STAFFING
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TAB 5 - 4.4.1	SCOPE OF WORK
TAB 5 - 4.4.2	QUALITY ASSURANCE
TAB 6 - 4.5.1	PRICE PROPOSAL
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TAB 8 - 4.7.2	ATTACHMENT E - NON DISCLOSURE AGREEMENT
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TAB 10 - 4.7.6	OTHER SUPPORTING DOCUMENTS



July 29, 2024

Broward College
Procurement Services
Cypress Creek Administrative Center
6400 NW 6th Way
Fort Lauderdale, FL 33309

Subject: Bid Submission for RFP-2024-082-OA – Storm Drain Cleaning, Repairs and Maintenance Services at Broward College

Dear Members of the Selection Committee,

Please find enclosed our bid proposal for the **RFP-2024-082-OA – Storm Drain Cleaning, Repairs and Maintenance Services at Broward College**. We appreciate the opportunity to submit our proposal for this important project and look forward to the possibility of continuing our work with Broward College.

We are proud to mention that Shenandoah General Construction, LLC was awarded the contract for the previous bid for this project. Our successful completion of that project is a testament to our commitment to quality and reliability, and we are eager to bring the same level of excellence to this new endeavor.

Shenandoah General Construction, LLC

Authorized Representative:
Anthony Guglielmi, President
Address: 1888 NW 22nd Street, Pompano Beach, FL 33306
Phone: 954-975-0098
Email: anthony@shenandoahus.com

Anthony Guglielmi is fully authorized to make representations and enter into contractual agreements on behalf of Shenandoah General Construction, LLC.

Thank you for considering our proposal. Should you require any further information or have any questions, please do not hesitate to contact Anthony Guglielmi at the above address and phone number.

Sincerely,

Samantha Northcutt
Contracts Administrator
Shenandoah General Construction, LLC
954-975-0098x117
s.northcutt@shenandoahus.com

ADDENDUM No. 1

SOLICITATION No.: RFP-2024-082-OA
SOLICITATION TITLE: STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES
DATE: July 8, 2024

This Addendum is being issued to clarify and/or revise the solicitation documents, virtual solicitation conference meeting clarifications, and/or solicitation specifications. This Addendum modifies, supplements, and/or replaces information in the REQUEST FOR PROPOSALS (RFP) titled STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES (RFP-2024-082-OA), and is hereby made part of the original solicitation documents.

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REVISIONS TO SOLICITATION

1. RESPONSES TO QUESTIONS AND REQUESTS FOR INFORMATION FOR RFP

Q1 What is the Engineer's Annual Estimate?

R1 Approximately \$70,000 per year.

Q2 Is a bid bond required?

R2 No.

Q3 Will there be multiple bidders awarded?

R3 To be determined by the College's Evaluation Committee.

Q4 Is the contractor required to bid on every line item?

R4 Yes.

Q5 Please provide the previous contract's itemized bid tabulation for this same type of project.

R5 Refer to ATTACHMENT A1A – BID TABULATION – RFP-2018-167-EH and ATTACHMENT A1B – AMENDMENT 2 – RFP-2018-167-EH.

Q6 Is a bid bond required?

R6 Refer to R2.

Q7 Can you provide the detailed, line-item bid tabulation for the last bid project that resulted in a contract with Shenandoah?

R7 Refer to R5.

RFP-2024-082-OA – STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES
ADDENDUM No. 1

Q8 Can you provide the quantities utilized for the current services contract with Shenandoah over the past 24 months?

R8 No.

Q9 Can you provide the billings from Shenandoah over the past 24 months?

R9 No.

Q10 Please provide site maps for the project.

R10 Refer to <https://www.broward.edu/about/locations/>, as services can be provided at Broward College's campuses, centers, and facilities on an as-needed basis.

2. ATTACHMENTS

- ATTACHMENT A1A – BID TABULATION – RFP-2018-167-EH
- ATTACHMENT A1B – AMENDMENT 2 – RFP-2018-167-EH

Addenda should be returned with the response. Failure to do so may disqualify your response. Please sign below to verify that you have read and understand this addendum.



Anthony Guglielmi

President

Signature and Print Name

Title

Shenandoah General Construction, LLC

7/31/24

Company Name

Date

"Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

ADDENDUM No. 2

SOLICITATION No.: RFP-2024-082-OA
SOLICITATION TITLE: STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES
DATE: July 12, 2024

This Addendum is being issued to clarify and/or revise the solicitation documents, virtual solicitation conference meeting clarifications, and/or solicitation specifications. This Addendum modifies, supplements, and/or replaces information in the REQUEST FOR PROPOSALS (RFP) titled STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES (RFP-2024-082-OA), and is hereby made part of the original solicitation documents.

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2. ATTACHMENTS

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Anthony Guglielmi

Signature and Print Name

President

Title

Shenandoah General Construction, LLC

Company Name

7/31/24

Date

RFP-2024-082-OA – STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES
ADDENDUM No. 2

"Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under chapter 120, Florida Statutes."

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Shenandoah General Construction LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 1888 NW 22 Street		Requester's name and address (optional)
6 City, state, and ZIP code Pompano Beach, FL 33069		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
5	9	-	1	7	0	7	6	7	3	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 3/15/24
------------------	---	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



NOTICE PROVISION

Following contract award, when any of the parties' desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of the paragraph.

This information must be submitted with the proposal or within three days of request. For the present, the parties designate the following as the respective places for giving notice:

To College: Zaida Riollano, Procurement Manager
Procurement Services Department – 2nd Floor
6400 NW 6th Way
Fort Lauderdale, FL 33309

**With Copy To
(College):** Office of the General Counsel
111 East Las Olas Boulevard, Room 523
Fort Lauderdale, FL 33301

**With Copy To:
(College Contract
Administrator #1)** Deborah Czubkowski, Vice President, Facilities Management
3501 SW Davie Road
Davie, FL 33314

**With Copy To:
(College Contract
Administrator #2)** Marcus Wilson, Associate Vice President, Facilities Collegewide Maintenance
3501 SW Davie Road
Davie, FL 33314

To Proposer: Shenandoah General Construction, LLC
Anthony Guglielmi, President
1888 NW 22nd Street, Pompano Beach, FL 33069

BROWARD COLLEGE VENDOR CONFLICT OF INTEREST FORM	RFP-2024-082-OA ATTACHMENT H
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VENDOR CONFLICT OF INTEREST: The award of this solicitation is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. All Proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the College. All Proposers must disclose in their response the name of any officer, director, employee or agent of company who is also an employee of the College or an immediate family member of an employee of College. If there are none, check NO below.

Have Conflict of Interest: **YES** or **NO** (check)

YES ☐ NO ☒

If YES, please explain below:

PROPOSER'S COMPANY NAME: Shenandoah General Construction, LLC

Print Name and Title: Anthony Guglielmi - President

Signature: 



July 29, 2024

LITIGATION HISTORY

To whom It May Concern,

We hereby confirm that no litigation or regulatory action has been filed against Shenandoah General Construction, LLC or any of its team members.

Additionally, no team member has been involved in any services-related litigation, action, or claim of projects of the same or similar size, including but not limited to any action against or by any owner, whether active, pending, or concluded, at the mediation, arbitration, trial, or appellate level, within five years preceding the submission of this submittal.

Sincerely,

Anthony Guglielmi

President

Shenandoah General Construction, LLC

anthony@shenandoahus.com



New York City
450 7th Ave
Suite 400
New York, NY 10123
Telephone 646.625.7100

Contact us
info@constructionriskpartners.com

ConstructionRiskPartners.com

Confirmation of Insurance Letter

July 29, 2024

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

RE: RFP-2024-082-OA Storm Drain Cleaning, Repairs and Maintenance Services

To whom it may concern:

In compliance with the *REQUEST FOR PROPOSALS* RFP-2024-082-OA, we, Construction Risk Partners, in our capacity as the broker for Shenandoah General Construction LLC are providing this letter on behalf of our client to satisfy the requirement of Section 4 - Submittal Requirements, 4.1 General Information, item 4.1.8 Letter of Insurability,

As part of the bid submitted by AM&G Waterproofing, LLC we hereby confirm the following, as of the date of this letter:

- (a) Construction Risk Partners have read section 3.9 INSURANCE REQUIREMENTS of the REQUEST FOR PROPOSALS RFP-2024-082-OA document dated June 26, 2024
- (b) the Bidder, Shenandoah General Construction LLC, either currently carries or would be able to purchase and maintain insurance of the types and in the amounts required by the aforementioned section of the document, and can do so under the terms, and subject to the conditions, of the cited section.

Respectfully,

Jason Rohde
Client Manager
on behalf of Construction Risk Partners

RFP-2024-082-OA
Storm Drain Cleaning, Repairs
and Maintenance Services

July 29th, 2024



4.2 – MINIMUM ELIGIBILITY CRITERIA

TAB 3 – 4.2.1 – REQUIRED RESPONSE FORM

TAB 3 – 4.2.2 – MINIMUM QUALIFICATIONS & LICENSES

SECTION 1 - REQUIRED RESPONSE FORM

RFP #: RFP-2024-082-OA	RFP TITLE: STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES			RELEASE DATE: WED 06/26/2024
<u>DUE DATE:</u> WED 07/31/2024	<u>TIME DUE -</u> <u>AT OR</u> <u>BEFORE:</u> 2:30 p.m. ET	NUMBER OF PROPOSAL COPIES REQUIRED: →	<u>ORIGINALS:</u> One (1) Original Electronic Copy	The College uses E-Bidding and will only accept electronic submittals via DemandStar at www.demandstar.com . Complete Electronic Copy of Proposal must be in a single Adobe PDF File

All proposals shall include this **REQUIRED RESPONSE FORM** fully executed. Proposal must contain all information required to be included in the proposal as described herein. Proposers are encouraged to schedule additional time for upload of proposal documents due to online procedures. Proposals received after the date and time due **will not** be considered.

PROPOSER'S INFORMATION

Proposer's Name: Shenandoah General Construction, LLC
Street Address: 1888 NW 22nd Street
City and State: Pompano Beach, FL 33069
Proposer Telephone: 954-975-0098 Proposer Fax: 954-975-9718
Proposer Toll Free: _____
Contact Person: Samantha Northcutt
Contact Person's Address: 1888 NW 22nd Street, Pompano Beach FL 33069
Contact Telephone: 954-975-0098 x117 Contact Fax: _____ Contact Toll Free: 954-975-9718
Internet E-mail Address: s.northcutt@shenandoahus.com Internet URL: www.shenandoahus.com
Proposer Taxpayer Identification Number: 59-1707673

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

Website: Demand Star Newspaper: _____ Other: _____

PROPOSAL CERTIFICATION

I hereby certify that I am submitting the following information as my company's (Proposer) Proposal, I am authorized by the Proposer to do so, and I warrant that I have legal power to bind the company on its behalf; the Proposer agrees to complete an unconditional acceptance of the contents of this document inclusive of this Request for Proposals (RFP), and all attachments, exhibits, and appendices and the contents of any Addenda released hereto; the Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted; the Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; the Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; and that all responses, data, and information contained in this proposal are true and accurate.



July 29, 2024

Signature of Proposer's Authorized Principal

Date

Anthony Guglielmi

President

Name of Proposer's Authorized Principal

Title of Proposer's Authorized Principal

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this RFP Submission.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GUGLIELMI, ANTHONY

SHENANDOAH GENERAL CONSTRUCTION, LLC
1888 NW 22ND STREET
POMPANO BEACH FL 33069

LICENSE NUMBER: CGC1524099

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 07/23/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GUGLIELMI, ANTHONY

SHENANDOAH GENERAL CONSTRUCTION, LLC
1888 NW 22ND STREET
POMPANO BEACH FL 33069

LICENSE NUMBER: CUC1225783

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 07/23/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

VALID OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024

DBA:
Business Name: SHENANDOAH GENERAL CONSTRUCTION
LLC

Receipt #: 189-6135
Business Type: ALL OTHER TYPES CONTRACTOR
(UNDERGROUND
UTILITY/EXCAVATION)

Owner Name: ANTHONY GUGLIELMI
Business Location: 1888 NW 22ND ST
POMPANO BEACH
Business Phone: 954-973-3060

Business Opened: 09/12/2008
State/County/Cert/Reg: CUC1225783
Exemption Code:

Rooms

Seats

Employees
28

Machines

Professionals

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	0.00	0.00	0.00	81.00

Receipt Fee 81.00
Packing/Processing/Canning Employees 0.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2023 - 2024**

Business Tax Receipt Valid from: October 1, 2023 through September 30, 2024

4471062
SHENANDOAH GENERAL CONSTRUCTION LLC
1888 NW 22 ST

8/30/2023

POMPANO BEACH FL 33069

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: SHENANDOAH GEN CONST LLC
BUSINESS LOCATION: 1888 NW 22 ST POMPANO BEACH FL

RECEIPT NO:	CLASSIFICATION
24-00100827	ENGINEERING CONSTRUCTION (1A-4C)
24-00110412	CONTRACTOR GENERAL (GC)
24-00110413	ENGINEERING CONSTRUCTION (1A-4C)

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. THIS DOCUMENT CANNOT BE ALTERED.

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
SHENANDOAH GENERAL CONSTRUCTION, LLC

Filing Information

Document Number	L19000024056
FEI/EIN Number	59-1707673
Date Filed	01/29/2019
Effective Date	12/21/1976
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	11/29/2021
Event Effective Date	NONE

Principal Address

1888 NW 22ND ST
POMPANO BEACH, FL 33069-1318

Mailing Address

1888 NW 22ND ST
POMPANO BEACH, FL 33069-1318

Registered Agent Name & Address

CORPORATE CREATIONS NETWORK, INC.
801 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

Address Changed: 03/25/2020

Authorized Person(s) Detail

Name & Address

Title President

Guglielmi, Anthony
1888 NW 22ND ST
POMPANO BEACH, FL 33069-1318

Title CFO

Bendgen, Charles
1888 NW 22ND ST
POMPANO BEACH, FL 33069-1318

Annual Reports

Report Year	Filed Date
2023	03/15/2023
2023	10/02/2023
2024	02/09/2024

Document Images

02/09/2024 -- ANNUAL REPORT	View image in PDF format
10/02/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
03/15/2023 -- ANNUAL REPORT	View image in PDF format
03/23/2022 -- ANNUAL REPORT	View image in PDF format
11/29/2021 -- LC Amendment	View image in PDF format
03/15/2021 -- ANNUAL REPORT	View image in PDF format
04/02/2020 -- ANNUAL REPORT	View image in PDF format
05/16/2019 -- LC Amendment	View image in PDF format
01/29/2019 -- Florida Limited Liability	View image in PDF format

CERTIFICATE OF COMPLETION

Leonard Jaglarski

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course

Training Provider:

Tampa Bay Training
3204 W. DeLeon St. Unit B
Tampa FL 33609
Phone: 813-420-5891

Verify this Certificate by visiting www.motadmin.com

09/05/2023

Issue Date

08/23/2027

Expiration Date

P. C

Instructor

614163

Certificate No.



CERTIFICATE OF COMPLETION

Nicco Grimm

Has Completed a FDOT Approved Temporary Traffic Control (TTC): Advanced Course

Training Provider:



T2 Centers University of Florida
2100 NE Waldo Road
Gainesville FL 32609
Phone: 352-273-1670

Verify this Certificate by visiting www.motadmin.com

04/23/2024

Issue Date

04/12/2028

Expiration Date

ST

Instructor

622921

Certificate No.





This Certifies that
JOSE VERA

Has Completed a Florida Department of Transportation Approved
Temporary Traffic Control (TTC) Advanced Course.

Date Expires: 02/20/2025

Certificate # 70517

Instructor: Michael Hernandez FDOT Provider # 15

Florida Safety Council
Phone: 407-897-4443
1505 E. Colonial Drive
Orlando, FL 32803
occsafety.com
cfreeman@floridasafety.org





4.3 – EXPERIENCE AND QUALIFICATIONS

TAB 4 – 4.3.1 – EXECUTIVE SUMMARY

TAB 4 – 4.3.2 – ORGANIZATIONAL PROFILE

TAB 4 – 4.3.3 – ACCOUNT MANAGEMENT STAFFING

TAB 4 – 4.3.4 – REFERENCES



Executive Summary

A. Overview of Shenandoah General Construction's Interest and Qualifications

Shenandoah General Construction is pleased to submit our proposal for the Storm Drain Cleaning Repairs and Maintenance Services contract with Broward College. We are highly interested in this opportunity to partner with the College due to our extensive experience and success in similar projects. Established in 1976, Shenandoah Construction has grown to become a leader in providing high-quality construction services, specializing in drainage systems, pipe rehabilitation, and general construction.

Our team comprises highly qualified professionals dedicated to delivering superior results. Key staff members include:

- **Anthony Guglielmi, President**
 - **Contact Information:** Phone # 954-975-0098 x107, Email Address – anthony@shenandoahus.com
 - **Qualifications:** Over 25 years of experience in construction management, with a proven track record of successful project completions.
- **Robson Lima, Specialty Project Manager/Estimator**
 - **Contact Information:** Phone number 954-275-2082, r.lima@shenandoahus.com
 - **Qualifications:** Over 17 years' extensive experience in project management and client relations, ensuring projects are completed on time and within budget.
- **Ramy Wassef, Specialty Project Manager**
 - **Contract Information:** Phone number 954-275-9152, r.wassef@shenandoahus.com
 - **Qualifications:** Over 10 years of experience in project management and strong leadership abilities, capable of managing and motivating teams to achieve project goals. Ramy's knowledge of safety regulations and practices, maintains a safe working environment on his jobsites.

B. Understanding of Services and Compliance

Shenandoah General Construction has a comprehensive understanding of the nature and scope of the services required by Broward College. We are committed to providing the highest standards of service, ensuring compliance with all contractual requirements. Our ability to deliver quality work while maintaining adherence to all regulatory and contractual obligations makes us the ideal choice for this contract.

C. Company Qualifications and Principals

Shenandoah General Construction, established in 1976, has consistently demonstrated our qualifications for handling miscellaneous projects. Our principal team members, including Anthony Guglielmi, Robson Lima and Ramy Wassef, are well-versed in managing projects of varying complexities. Their leadership and expertise will be directly applied to the miscellaneous projects for Broward College.

D. Acknowledgement of Addenda

We acknowledge receipt of the following addenda:

- Addendum No. (1) one, dated July 8, 2024
- Addendum No. (2) two, dated July 12, 2024

E. Present Operations and Qualifications

Shenandoah General Construction currently operates with a focus on infrastructure projects, including drainage system maintenance and rehabilitation, general construction, and pipe cleaning. Our operational model emphasizes quality, safety, and efficiency, which aligns with the requirements of Broward College's solicitation.

F. Recent Projects and Experience

Our recent projects, similar in scope to the requirements of this solicitation, include:

- **Project Name:** Drainage Repair
 - **Client:** FDOT D5
 - **Scope:** Pipe and Inlet Replacement, and pipelining on SR 44 from W. of Timberland Dr. to Colony Park Road in New Smyrna Beach, Volusia County
 - **Project Name:** Pine Ridge Road Clean and ViewUS-41 to Airport Pulling Road
 - **Client:** Collier County Road Maintenance Department
 - **Scope:** Clean, televise/digitally record, and internally inspect all of the individual assets within the entire drainage system (including all inlets/catch basins, storm manholes, junction boxes, drainage pipes and pipe ends), to assess the overall structural condition of each individual asset and to identify any and all defects, damage, missing components, breaks, blockages, crushed, collapsed, vertical misalignments, and deteriorated or severed pipe, in the areas

- **Project Name:** Emergency - Atlantic Vocational Tech College
 - **Client:** Broward County School Board North Area Maintenance
 - **Scope:** Emergency clean sanitary system, clean 1 manhole and jet two lines to clear blockage

Shenandoah General Construction's dedication to excellence, combined with our extensive experience and highly skilled team, makes us the best choice for Broward College. We look forward to the opportunity to contribute to the success of the College's projects.

Sincerely,



Anthony Guglielmi

President

Shenandoah General Construction, LLC

Phone - 954-931-8972, Email - anthony@shenandoahus.com



ORGANIZATIONAL PROFILE

a. Current organization's name, addresses, telephone number, and fax number:

Shenandoah General Construction, LLC

1888 NW 22nd Street

Pompano Beach, FL 33069

(954) 975-0098

(954) 975-9718 Fax

b. The date that organization was established.

1976

c. The size of the organization.

151 Employees

d. The number of years established in business, including operation under other company names, providing services same or similar as described herein.

48 years – no other name affiliated – Past or Current

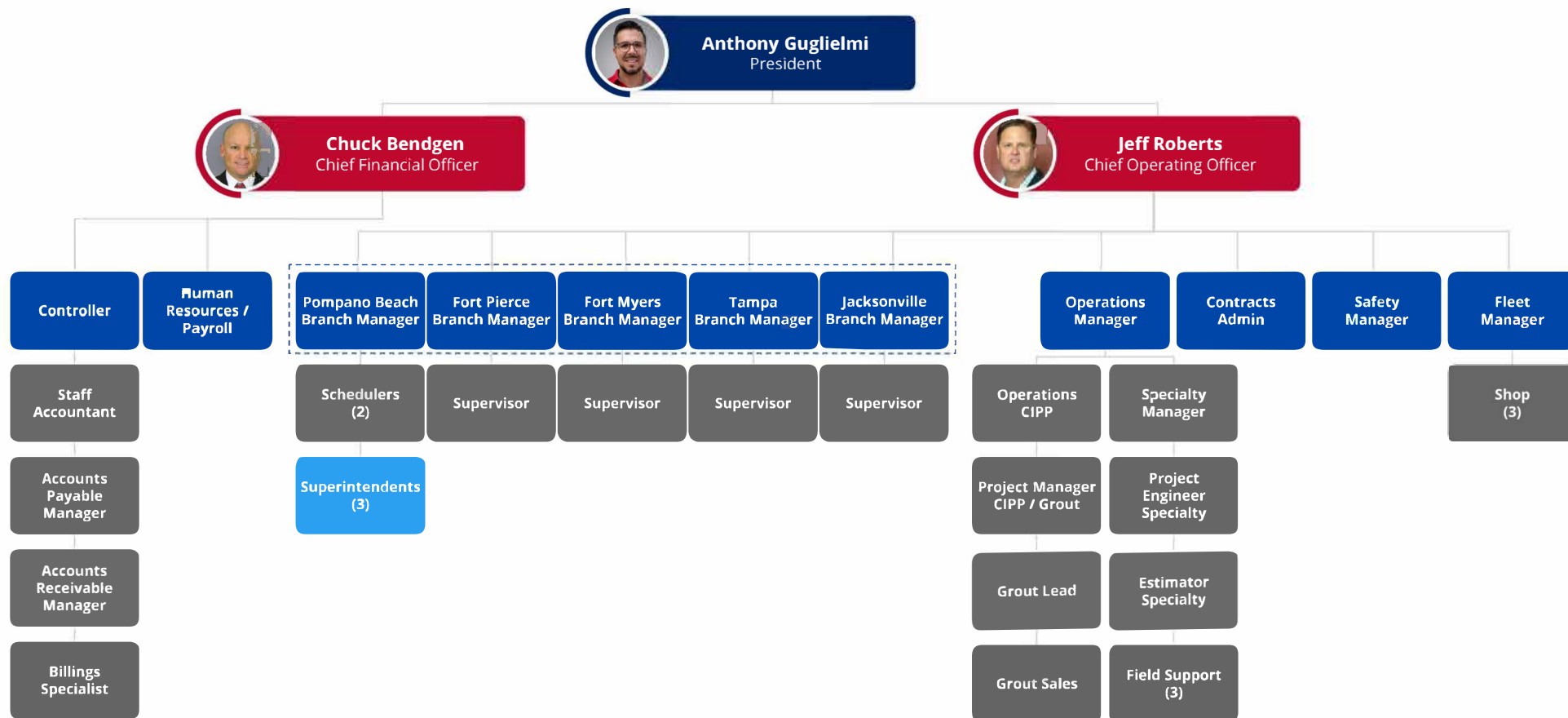
e. Number of years in business

48 years

f. List the key personnel designated for the proposed project. Indicate their assigned roles, expertise, registration/licenses education and experience. Describe the unique capabilities of key personnel and joint parties and how those qualifications and capabilities apply to the project.

All employees are trained and qualified in their positions, including being certified in confined space entry and CPR. Our Pompano Beach Facility's employees live in the tri county areas of Broward, Miami-Dade and Palm Beach.

ORGANIZATIONAL CHART



Note: Branch Managers also report to President on a daily basis.

ATTACHMENT I - PERFORMANCE EVALUATION SURVEY FORM

Please email this form to Orlando Aponte at oaaponte@broward.edu once completed in PDF format prior to 2:30 p.m. ET on: Wednesday, July 31, 2024	
This form is to be completed by the organization providing the reference <u>only</u> .	
Name of Company (Respondent to this RFP) on which reference is being provided:	Shenandoah General Construction LLC
Company providing reference:	City of Boca Raton
Address of company providing reference:	2500 NW 1st Ave, Boca Raton, FL, 33432
Name/title of person providing reference:	Clecio De Sa/Assistant City Engineer
Phone number of person providing reference:	(561) 416-3429
Email address of person providing reference:	cdesa@myboca.us
Date(s) of Service:	04/27/2022 to 11/26/2023
Annual Aggregate Dollar Amount and/or Dollar Amount of Service	\$954,406.86

<p>Please evaluate and rate the performance of the company noted above (the Proposer to this RFP), using the following ratings scale:</p> <p>0 = Do Not Hire (our company would not hire them again)</p> <p>1 = Poor (does not meet minimum standards)</p> <p>2 = Fair (barely meets minimum standards)</p> <p>3 = Average (meets minimum standards)</p> <p>4 = Good (meets defined minimum requirements and occasionally exceeds your expectations)</p> <p>5 = Excellent or Outstanding (always exceed your expectations)</p>	<p>Insert YOUR RATINGS in this column</p>
1. QUALITY OF SERVICE/PROJECT/PRODUCT: Did they perform service and provide project/product as specified and/or as proposed? Please rate.	5
2. PERSONNEL: Regarding the performance and workmanship of company personnel. Please rate.	5
3. TIMELINESS/RESPONSIVENESS: Was the company's timeliness and responsiveness satisfactory to your entity's needs? Please rate.	5
4. OVERALL PERFORMANCE: Was company willing to and/or did they go above and beyond project requirements, i.e., within reason, without altering specification? Please rate.	5
5. CUSTOMER SERVICE: If problems were caused or encountered, were they addressed and resolved promptly? Please rate customer service.	5
6. DEADLINES/MILESTONES/BUDGET: Was the company able to meet service delivery schedule and/or perform service to meet established deadlines/milestones/budget? Please rate.	5
7. ABILITY TO PERFORM: Did the company have technical expertise, facilities, and equipment to perform as specified? Please rate.	5
8. YEARLY CONTRACTS: If performing a yearly term contract, was the company able to adequately manage for the duration? Please rate yearly contract performance.	5
9. INTERACTION: Did their company representative work well with your entity's staff in providing these services or in performing yearly continuing contract? Please rate.	5
10. FUTURE PROJECTS: Most importantly, would you use this firm again? Yes? No?	Yes
<p>COMMENTS: Are there any additional comments you would like to add?</p> <p>No additional comments.</p> <hr/> <hr/> <hr/>	

ATTACHMENT I - PERFORMANCE EVALUATION SURVEY FORM

Please email this form to Orlando Aponte at oaponte@broward.edu once completed in PDF format prior to 2:30 p.m. ET on: Wednesday, July 31, 2024	
This form is to be completed by the organization providing the reference <u>only</u> .	
Name of Company (Respondent to this RFP) on which reference is being provided:	Shenadoah
Company providing reference:	Northern Palm Beach County Improvement District
Address of company providing reference:	359 Hiatt Dr. PBG 33418
Name/title of person providing reference:	Greg Sule, Operations Supervisor
Phone number of person providing reference:	561-946-8578
Email address of person providing reference:	Greg@nphcid.org
Date(s) of Service:	23'-24'
Annual Aggregate Dollar Amount and/or Dollar Amount of Service	200K - 400K per year

<p>Please evaluate and rate the performance of the company noted above (the Proposer to this RFP), using the following ratings scale:</p> <p>0 = Do Not Hire (our company would not hire them again)</p> <p>1 = Poor (does not meet minimum standards)</p> <p>2 = Fair (barely meets minimum standards)</p> <p>3 = Average (meets minimum standards)</p> <p>4 = Good (meets defined minimum requirements and occasionally exceeds your expectations)</p> <p>5 = Excellent or Outstanding (always exceed your expectations)</p>	Insert YOUR RATINGS in this column
1. QUALITY OF SERVICE/PROJECT/PRODUCT: Did they perform service and provide project/product as specified and/or as proposed? Please rate.	4
2. PERSONNEL: Regarding the performance and workmanship of company personnel. Please rate.	4
3. TIMELINESS/RESPONSIVENESS: Was the company's timeliness and responsiveness satisfactory to your entity's needs? Please rate.	4
4. OVERALL PERFORMANCE: Was company willing to and/or did they go above and beyond project requirements, i.e., within reason, without altering specification? Please rate.	4
5. CUSTOMER SERVICE: If problems were caused or encountered, were they addressed and resolved promptly? Please rate customer service.	4
6. DEADLINES/MILESTONES/BUDGET: Was the company able to meet service delivery schedule and/or perform service to meet established deadlines/milestones/budget? Please rate.	4
7. ABILITY TO PERFORM: Did the company have technical expertise, facilities, and equipment to perform as specified? Please rate.	4
8. YEARLY CONTRACTS: If performing a yearly term contract, was the company able to adequately manage for the duration? Please rate yearly contract performance.	4
9. INTERACTION: Did their company representative work well with your entity's staff in providing these services or in performing yearly continuing contract? Please rate.	4
10. FUTURE PROJECTS: Most importantly, would you use this firm again? Yes? No?	4
Comments?	
I have no issues using Shenadoah in the future.	

ATTACHMENT I - PERFORMANCE EVALUATION SURVEY FORM

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This form is to be completed by the organization providing the reference only .	
Name of Company (Respondent to this RFP) on which reference is being provided:	Shenandoah General Construction LLC
Company providing reference:	City of Boca Raton
Address of company providing reference:	2500 NW 1st Ave, Boca Raton, FL, 33432
Name/title of person providing reference:	Clecio De Sa/Assistant City Engineer
Phone number of person providing reference:	(561) 416-3429
Email address of person providing reference:	cdesa@myboca.us
Date(s) of Service:	04/27/2022 to 11/26/2023
Annual Aggregate Dollar Amount and/or Dollar Amount of Service	\$954,406.86

Please evaluate and rate the performance of the company noted above (the Proposer to this RFP), using the following ratings scale: 0 = Do Not Hire (our company would not hire them again) 1 = Poor (does not meet minimum standards) 2 = Fair (barely meets minimum standards) 3 = Average (meets minimum standards) 4 = Good (meets defined minimum requirements and occasionally exceeds your expectations) 5 = Excellent or Outstanding (always exceed your expectations)	Insert YOUR RATINGS in this column
1. QUALITY OF SERVICE/PROJECT/PRODUCT: Did they perform service and provide project/product as specified and/or as proposed? Please rate.	5
2. PERSONNEL: Regarding the performance and workmanship of company personnel. Please rate.	5
3. TIMELINESS/RESPONSIVENESS: Was the company's timeliness and responsiveness satisfactory to your entity's needs? Please rate.	5
4. OVERALL PERFORMANCE: Was company willing to and/or did they go above and beyond project requirements, i.e., within reason, without altering specification? Please rate.	5
5. CUSTOMER SERVICE: If problems were caused or encountered, were they addressed and resolved promptly? Please rate customer service.	5
6. DEADLINES/MILESTONES/BUDGET: Was the company able to meet service delivery schedule and/or perform service to meet established deadlines/milestones/budget? Please rate.	5
7. ABILITY TO PERFORM: Did the company have technical expertise, facilities, and equipment to perform as specified? Please rate.	5
8. YEARLY CONTRACTS: If performing a yearly term contract, was the company able to adequately manage for the duration? Please rate yearly contract performance.	5
9. INTERACTION: Did their company representative work well with your entity's staff in providing these services or in performing yearly continuing contract? Please rate.	5
10. FUTURE PROJECTS: Most importantly, would you use this firm again? Yes? No? Comments?	Yes
COMMENTS: Are there any additional comments you would like to add? No additional comments. <hr/> <hr/> <hr/>	

ATTACHMENT I - PERFORMANCE EVALUATION SURVEY FORM

Please email this form to Orlando Aponte at oaponte@broward.edu once completed in PDF format prior to 2:30 p.m. ET on: Wednesday, July 31, 2024	
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Name/title of person providing reference:	Clecio De Sa/Assistant City Engineer
Phone number of person providing reference:	(561) 416-3429
Email address of person providing reference:	cdesa@myboca.us
Date(s) of Service:	04/27/2022 to 11/26/2023
Annual Aggregate Dollar Amount and/or Dollar Amount of Service	\$954,406.86

<p>Please evaluate and rate the performance of the company noted above (the Proposer to this RFP), using the following ratings scale:</p> <p>0 = Do Not Hire (our company would not hire them again)</p> <p>1 = Poor (does not meet minimum standards)</p> <p>2 = Fair (barely meets minimum standards)</p> <p>3 = Average (meets minimum standards)</p> <p>4 = Good (meets defined minimum requirements and occasionally exceeds your expectations)</p> <p>5 = Excellent or Outstanding (always exceed your expectations)</p>	<p>Insert YOUR RATINGS in this column</p>
1. QUALITY OF SERVICE/PROJECT/PRODUCT: Did they perform service and provide project/product as specified and/or as proposed? Please rate.	5
2. PERSONNEL: Regarding the performance and workmanship of company personnel. Please rate.	5
3. TIMELINESS/RESPONSIVENESS: Was the company's timeliness and responsiveness satisfactory to your entity's needs? Please rate.	5
4. OVERALL PERFORMANCE: Was company willing to and/or did they go above and beyond project requirements, i.e., within reason, without altering specification? Please rate.	5
5. CUSTOMER SERVICE: If problems were caused or encountered, were they addressed and resolved promptly? Please rate customer service.	5
6. DEADLINES/MILESTONES/BUDGET: Was the company able to meet service delivery schedule and/or perform service to meet established deadlines/milestones/budget? Please rate.	5
7. ABILITY TO PERFORM: Did the company have technical expertise, facilities, and equipment to perform as specified? Please rate.	5
8. YEARLY CONTRACTS: If performing a yearly term contract, was the company able to adequately manage for the duration? Please rate yearly contract performance.	5
9. INTERACTION: Did their company representative work well with your entity's staff in providing these services or in performing yearly continuing contract? Please rate.	5
10. FUTURE PROJECTS: Most importantly, would you use this firm again? Yes? No?	Yes
<p>COMMENTS: Are there any additional comments you would like to add?</p> <p>No additional comments.</p> <hr/> <hr/> <hr/>	



4.4 – SCOPE OF WORK

TAB 5 – 4.4.1 – SCOPE OF WORK

TAB 5 – 4.4.2 – QUALITY ASSURANCE



Scope of Work

Proposed Solution

Shenandoah General Construction proposes a comprehensive solution to address the requirements outlined in ATTACHMENT A – SCOPE OF WORK. Our approach integrates state-of-the-art technology and industry best practices to ensure effective and efficient storm drain cleaning, repairs, and maintenance services. Our solution includes:

- **High-Velocity Water Jetting:** Utilizing high-velocity water jetting equipment to thoroughly clean storm drains and remove all debris, sediment, and blockages.
- **Trenchless Repair Techniques:** Implementing trenchless repair methods such as Cured-In-Place Pipe (CIPP) lining to minimize disruption and enhance the durability of the stormwater infrastructure.
- **Regular Maintenance Schedule:** Establishing a regular maintenance schedule to ensure ongoing performance and prevent potential issues.

Proposed Methodology

To accomplish our proposed solution, Shenandoah General Construction will:

1. **Initial Inspection:** Conduct thorough inspections using advanced CCTV technology to assess the condition of the storm drains and identify areas requiring attention.
2. **Cleaning Process:** Employ high-velocity water jetting to clean the drains, ensuring all debris and sediment are removed.
3. **Repair and Maintenance:** Utilize trenchless repair techniques for any identified issues, ensuring minimal disruption and long-term durability.
4. **Final Inspection:** Perform a final inspection to verify the quality of the cleaning and repair work, ensuring all services meet industry standards and client expectations.

Proposer's Procedures

Our procedures for completing the required work include:

- **Inspection Protocols:** Detailed inspection protocols using CCTV technology to assess and document the condition of the storm drains.
- **Cleaning Procedures:** Systematic cleaning procedures using high-velocity water jetting to ensure thorough removal of debris and sediment.
- **Repair Techniques:** Advanced trenchless repair techniques such as CIPP lining to address any issues identified during the inspections.
- **Quality Assurance:** Rigorous quality assurance procedures to ensure all work meets the highest standards.

Coordination and Communication

Shenandoah Construction will ensure seamless coordination and communication throughout the project by:

- **Project Coordination:** Assigning a dedicated project manager to oversee all aspects of the work and serve as the primary point of contact.
- **Regular Updates:** Providing regular updates to the College Contract Administrator(s) on the progress of the work, including any issues encountered and actions taken.
- **Communication Plan:** Implementing a clear communication plan to ensure all stakeholders are informed and engaged throughout the project.

Reports

We will provide detailed reports and data to Broward College, including:

- **Pre-Service Reports:** Initial inspection reports detailing the condition of the storm drains and any identified issues.
- **Progress Reports:** Regular progress reports documenting the cleaning and repair activities performed, including before-and-after photos and videos.
- **Final Reports:** Comprehensive final reports summarizing all work completed, including verification of the quality and effectiveness of the services provided.

Timeframe

Our detailed project timeframe includes the following key milestones:

- Project Kickoff: Week 1 - Initial meetings and site assessments.
- Initial Inspections: Weeks 2-3 - Conducting CCTV inspections of all storm drains.
- Cleaning and Repairs: Weeks 4-8 - Performing cleaning and repair activities.
- Final Inspections: Week 9 - Conducting final inspections to verify the quality of the work.
- Reporting and Closeout: Week 10 - Submitting final reports and closing out the project.

Other Services

In addition to the core services outlined above, Shenandoah General Construction is also proposing the following additional services:

- Preventative Maintenance Programs: Developing customized preventative maintenance programs to help Broward College maintain the performance and longevity of their stormwater infrastructure.
- Emergency Response Services: Providing rapid response services for any emergency issues that may arise, ensuring minimal disruption and quick resolution.



QUALITY ASSURANCE

Quality Assurance Plan for Storm Drain Cleaning, Repairs, and Maintenance Services

1. Introduction

To ensure the highest standards of quality in storm drain cleaning, repairs, and maintenance, Shenandoah General Construction has developed a robust Quality Assurance (QA) plan. This plan outlines the procedures, responsibilities, and measures to be taken to maintain and continuously improve the quality of services provided.

2. Objectives

- Maintain clean and functional storm drainage systems.
- Ensure all repairs and maintenance meet or exceed industry standards.
- Minimize disruptions to the community and environment.
- Achieve client satisfaction through consistent and reliable service delivery.

3. Quality Assurance Team

- Project Manager (Ramy): Oversees the QA plan implementation, coordinates with the team, and ensures compliance with client specifications.
- Site Supervisors: Monitor on-site activities, conduct inspections, and report any issues.
- Quality Control Inspectors: Perform regular checks to ensure work meets quality standards.
- Safety Officers: Ensure all safety protocols are followed during operations.

4. Training and Certification

- All personnel involved in storm drain services must undergo regular training on the latest techniques, safety protocols, and equipment use.
- Certifications must be kept up to date, ensuring all team members are qualified to perform their tasks.

5. Standard Operating Procedures (SOPs)

- **Cleaning Procedures:** Utilize high-pressure water jetting and vacuuming techniques to remove debris and sediment.
- **Repair Procedures:** Follow industry best practices for repairing cracks, leaks, and structural damage using appropriate materials and methods.
- **Maintenance Procedures:** Regularly inspect drains, schedule preventive maintenance, and promptly address any identified issues.

6. Inspection and Testing

- **Pre-Work Inspections:** Assess the condition of storm drains before starting any cleaning, repair, or maintenance work.
- **During-Work Inspections:** Continuous monitoring to ensure adherence to quality standards.
- **Post-Work Inspections:** Final checks to confirm the work meets required specifications and performance standards.
- **Testing:** Conduct flow tests, CCTV inspections, and other relevant tests to verify the effectiveness of cleaning and repairs.

7. Documentation and Reporting

- Maintain detailed records of all activities, including inspections, tests, and maintenance logs.
- Use standardized forms and checklists to ensure consistency in documentation.
- Provide clients with comprehensive reports summarizing the work performed, findings, and any recommendations for further action.

8. Client Communication and Feedback

- Establish clear communication channels with clients to provide updates and receive feedback.
- Conduct regular meetings to discuss progress, address concerns, and adjust plans as necessary.
- Use client feedback to identify areas for improvement and implement changes accordingly.

9. Continuous Improvement

- Regularly review and update the QA plan to incorporate new technologies, techniques, and industry standards.
- Conduct periodic audits and assessments to identify opportunities for improvement.
- Implement corrective actions promptly to address any deficiencies or non-compliances.

10. Safety and Environmental Considerations

- Adhere to all relevant safety regulations and guidelines to protect workers and the public.
- Implement environmentally friendly practices to minimize the impact of operations on the environment.
- Ensure proper disposal of debris and waste materials in compliance with local regulations.

11. Emergency Response Plan

- Develop and maintain an emergency response plan to address any unexpected issues or emergencies that may arise during operations.
- Train all personnel on emergency procedures and conduct regular drills to ensure preparedness.

12. Performance Metrics

- Establish key performance indicators (KPIs) to measure the effectiveness of the QA plan.
- Regularly review performance data to ensure objectives are being met and identify areas for improvement.

This plan aims to provide a structured approach to ensuring quality in all aspects of storm drain cleaning, repairs, and maintenance services. By following this plan, Shenandoah General Construction can deliver consistent, high-quality services that meet or exceed client expectations.



4.5 – PRICE PROPOSAL

TAB 6 – 4.5.1 – PRICE PROPOSAL

***** See ATTACHMENT B – PRICE PROPOSAL FORM
on DemandStar *****

See separate Excel document in DemandStar

NOTE: Include the completed ATTACHMENT B – PRICE PROPOSAL FORM under TAB 6 in the PDF submittal document and also upload separately to DemandStar in the original Excel format document.

- Proposers are requested to submit all pricing on Price Proposal Form sheet posted in Excel format.
- For labor in increments of less than ½ hour, established rate shall be prorated.
- Hourly rate shall start upon commencement of work at job site and terminate upon departure from jobsite.
- All prices proposed shall be in full accordance with the terms, conditions, and specifications stated herein.
- As specified, prices quoted shall include inside delivery to the specified College campus(es), centers and/or facilities within Broward County, Florida.
- Working Hours: the standard workweek shall be considered Monday through Friday, from 7:00 am to 4:00 p.m. ET, excluding normal federal holidays granted to College employees. All other times are considered non-standard.
- Contractor shall work during College non-standard working hours, College off-hours, recess periods, College authorized holidays or legal holidays, and/or weekends at no additional cost to the College.
- All costs related to hourly labor rates, whether during standard workweek business hours or for emergency services not during standard workweek business hours, shall be included in your proposal.
- The Proposer proposes and agrees to provide all materials, labor, supervision, services, travel, transportation, fuel cost, equipment, tools, etc., to perform the work required in accordance with the solicitation documents for Storm Drain Cleaning, Repairs and Maintenance Services for the pricing indicated in ATTACHMENT B – PRICE PROPOSAL FORM.
- A copy of the itemized parts and materials invoice from the contractor's supplier must be included with all billings to Broward College for parts and materials in order to verify mark-up.
- College may elect to supply large dollar items if it is able to procure these items at a lower cost.

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RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES
ATTACHMENT B - PRICE PROPOSAL FORM

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> (to two decimal places)	<u>TOTAL</u>
TV Viewing					
1	Storm Drain (Video Camera) Observation 0 - 48" Log/Written Report	Linear Ft	1		\$0.00
2	Storm Drain (Video Camera) Observation 49" - 72" Log/Written Report	Linear Ft	1		\$0.00
3	Cleaning Box Culverts of Debris and Bituminous Materials Removed	Per Ft	1		\$0.00
Plug Installation & Removal {Includes Minimum Weekly Rental} for:					
4	0" to 12" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1		\$0.00
5	15" to 30" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1		\$0.00
6	36" to 42" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1		\$0.00
7	48" to 60" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1		\$0.00
8	72" to 96" Cross/Side Drain or Equivalent Elliptical Circumference Week	Week	1		\$0.00
Pumping					
9	4" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1		\$0.00
10	6" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1		\$0.00
11	8" Hydraulic Pump (with up to 1000' of discharge hose)	Hours	1		\$0.00
GENERAL MAINTENANCE AND REPAIRS					
Slip Lining or Equivalent Elliptical Circumference with HDPE Smooth Wall Fused Pipe					
12	Slip Lining 15" Pipe	Linear Ft	1		\$0.00
13	Slip Lining 18" Pipe	Linear Ft	1		\$0.00

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES
ATTACHMENT B - PRICE PROPOSAL FORM

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> <u>(to two decimal</u> <u>places)</u>	<u>TOTAL</u>
14	Slip Lining 24" Pipe	Linear Ft	1		\$0.00
15	Slip Lining 30" Pipe	Linear Ft	1		\$0.00
16	Slip Lining 36" Pipe	Linear Ft	1		\$0.00
17	Slip Lining 42" Pipe	Linear Ft	1		\$0.00
18	Slip Lining 48" Pipe	Linear Ft	1		\$0.00
19	Slip Lining 54" Pipe	Linear Ft	1		\$0.00
20	Slip Lining 60" Pipe	Linear Ft	1		\$0.00
21	CIPP 15" Pipe 15 x 6.7 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
22	CIPP 15" Pipe 15 x 8.2 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
23	CIPP 18" Pipe x 8.1 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
24	CIPP 18" Pipe x 9.7 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
25	CIPP 24" Pipe x 10.1 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
26	CIPP 24" Pipe x 12.4 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
27	CIPP 30" Pipe x 13.5 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
28	CIPP 30" Pipe x 15.4 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
29	CIPP 36" Pipe x 17.2 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
30	CIPP 36" Pipe x 18.1 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
31	CIPP 42" Pipe x 20.9 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
32	CIPP 42" Pipe x 20.6 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES
ATTACHMENT B - PRICE PROPOSAL FORM

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> (to two decimal places)	<u>TOTAL</u>
33	CIPP 48" Pipe x 25.2 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
34	CIPP 48" Pipe x 22.6 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
35	CIPP 54" Pipe x 28.2 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
36	CIPP 54" Pipe x 24.7 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
37	CIPP 60" Pipe x 30.3 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
38	CIPP 60" Pipe x 27.3 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
39	CIPP 66" Pipe x 31.6 mm (Burial Depth is 0-6')	Linear Ft	1		\$0.00
40	CIPP 66" Pipe x 29.1 mm (Burial Depth is 6-12')	Linear Ft	1		\$0.00
41	CIPP 72" Pipe x 30.4 mm Linear Ft	Linear Ft	1		\$0.00
42	CIPP 84" Pipe x 35.5 mm Linear Ft	Linear Ft	1		\$0.00
43	CIPP 96" Pipe x 40.6 mm Linear Ft	Linear Ft	1		\$0.00
PIPE CLEANING					
Pipe Cleaning and Sediment Removal (Light Cleaning)					
44	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1		\$0.00
45	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1		\$0.00
46	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1		\$0.00
47	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1		\$0.00
48	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1		\$0.00
49	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1		\$0.00

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES
ATTACHMENT B - PRICE PROPOSAL FORM

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> (to two decimal places)	<u>TOTAL</u>
50	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1		\$0.00
51	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1		\$0.00
52	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1		\$0.00
53	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1		\$0.00
54	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1		\$0.00
55	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1		\$0.00
56	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1		\$0.00
Pipe Cleaning and Sediment Removal (Medium Cleaning)					
57	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1		\$0.00
58	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1		\$0.00
59	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1		\$0.00
60	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1		\$0.00
61	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1		\$0.00
62	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1		\$0.00
63	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1		\$0.00
64	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1		\$0.00
65	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1		\$0.00
66	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1		\$0.00
67	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1		\$0.00

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES
ATTACHMENT B - PRICE PROPOSAL FORM

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> (to two decimal places)	<u>TOTAL</u>
68	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1		\$0.00
69	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1		\$0.00
Pipe Cleaning and Sediment Removal (Heavy Cleaning)					
70	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1		\$0.00
71	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1		\$0.00
72	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1		\$0.00
73	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1		\$0.00
74	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1		\$0.00
75	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1		\$0.00
76	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1		\$0.00
77	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1		\$0.00
78	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1		\$0.00
79	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1		\$0.00
80	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1		\$0.00
81	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1		\$0.00
82	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1		\$0.00
Pipe Cleaning and Sediment Removal (Specialty Cleaning)					
83	Cleaning and Sediment Removal 15" Pipe	Linear Ft	1		\$0.00
84	Cleaning and Sediment Removal 18" Pipe	Linear Ft	1		\$0.00

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES
ATTACHMENT B - PRICE PROPOSAL FORM

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> <u>(to two decimal</u> <u>places)</u>	<u>TOTAL</u>
85	Cleaning and Sediment Removal 24" Pipe	Linear Ft	1		\$0.00
86	Cleaning and Sediment Removal 30" Pipe	Linear Ft	1		\$0.00
87	Cleaning and Sediment Removal 36" Pipe	Linear Ft	1		\$0.00
88	Cleaning and Sediment Removal 42" Pipe	Linear Ft	1		\$0.00
89	Cleaning and Sediment Removal 48" Pipe	Linear Ft	1		\$0.00
90	Cleaning and Sediment Removal 54" Pipe	Linear Ft	1		\$0.00
91	Cleaning and Sediment Removal 60" Pipe	Linear Ft	1		\$0.00
92	Cleaning and Sediment Removal 66" Pipe	Linear Ft	1		\$0.00
93	Cleaning and Sediment Removal 72" Pipe	Linear Ft	1		\$0.00
94	Cleaning and Sediment Removal 84" Pipe	Linear Ft	1		\$0.00
95	Cleaning and Sediment Removal 96" Pipe	Linear Ft	1		\$0.00
Open Cut / Headwall Repairs & Other Services					
96	Construction Foreman	Hour	1		\$0.00
97	Equipment Operator	Hour	1		\$0.00
98	Laborer	Hour	1		\$0.00
99	Pipe Layer	Hour	1		\$0.00
100	Welding (Above & Below Water)	Hour	1		\$0.00
101	Diving Crew (3 Man Team) Certified	Hour	1		\$0.00
102	Crane 100 Tons & Below	Hour	1		\$0.00

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES
ATTACHMENT B - PRICE PROPOSAL FORM

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> <u>(to two decimal</u> <u>places)</u>	<u>TOTAL</u>
103	Track or Wheeled Excavator	Hour	1		\$0.00
104	Stick Tracked Excavator (60' or Greater)	Hour	1		\$0.00
105	Wheel Loader	Hour	1		\$0.00
106	Backhoe Loader	Hour	1		\$0.00
107	Bulldozer	Hour	1		\$0.00
108	Double Drum Compactor	Hour	1		\$0.00
109	Vibratory Plate Compactor.	Hour	1		\$0.00
110	100 CFM Air Compressor with Hammer	Hour	1		\$0.00
111	Dump Truck with Operator	Hour	1		\$0.00
112	De-Watering	Hour	1		\$0.00
113	Asphalt Pavement Replacement	Tons	1		\$0.00
114	Lime Rock	Tons	1		\$0.00
115	Dirt	Tons	1		\$0.00
116	Driveway Restoration (4" thick) Removal and Installation	Sq. Ft.	1		\$0.00
117	Driveway Restoration (6" thick) Removal and Installation	Sq. Ft.	1		\$0.00
118	Mitered Ends	Sq. Ft.	1		\$0.00
119	Pressure Grout Injection	Joints	1		\$0.00
120	Bahia Sod	Sq. Ft.	1		\$0.00
121	Floratan Sod	Sq. Ft.	1		\$0.00

RFP-2024-082-OA - STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES
ATTACHMENT B - PRICE PROPOSAL FORM

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u> (to two decimal places)	<u>TOTAL</u>
122	Rip Rap Rubble 6" - 12"	Tons	1		\$0.00
123	Rip Rap Bag (80 lb. Bags)	Each	1		\$0.00
124	Concrete Pillow Blanket slope protection	Square Yard	1		\$0.00
125	Silt Screen Installation & Removal per 100 ft.	Each	1		\$0.00
126	Mobilization Fee	Each	1		\$0.00
127	Material Mark Up Percentage - Cost Plus Percentage may not exceed 10%. - A percentage of 0 or net cost is acceptable.	%	1		0.00%
GRAND TOTAL:					\$0.00

NOTES:

1. Fill the cells in yellow highlight only. Proposers are requested to submit all pricing on Price Proposal Form sheet posted in Excel format.
2. For labor in increments of less than ½ hour, established rate shall be prorated. Hourly rate shall start upon commencement of work at job site and terminate upon departure from jobsite.
3. All prices proposed shall be in full accordance with the terms, conditions, and specifications stated in the RFP document.
4. As specified, prices quoted shall include inside delivery to the specified College campus(es), centers and/or facilities within Broward County, Florida.
5. Working Hours: the standard workweek shall be considered Monday through Friday, from 7:00 am to 4:00 p.m. ET, excluding normal federal holidays granted to College employees. All other times are considered non-standard.
6. Contractor shall work during College non-standard working hours, College off-hours, recess periods, College authorized holidays or legal holidays, and/or weekends at no additional cost to the College.
7. All costs related to hourly labor rates, whether during standard workweek business hours or for emergency services not during standard workweek business hours, shall be included in your proposal.
8. The Proposer proposes and agrees to provide all materials, labor, supervision, services, travel, transportation, fuel cost, equipment, tools, etc., to perform the work required in accordance with the RFP document.
9. A copy of the itemized parts and materials invoice from the contractor's supplier must be included with all billings to Broward College for parts and materials in order to verify mark-up.
10. College may elect to supply large dollar items if it is able to procure these items at a lower cost.



4.6 – FINANCIAL CAPACITY

TAB 7 – 4.6.1 – FINANCIAL CAPACITY



Dun & Bradstreet

D-U-N-S# : 09-284-0073



4.7 – ATTACHMENTS

**TAB 8 – 4.7.1 – ATTACHMENT D – DRUG-FREE WORKPLACE
CERTIFICATION**

**TAB 8 – 4.7.2 – ATTACHMENT E – NON-DISCLOSURE
AGREEMENT**

**TAB 8 – 4.7.3 – ATTACHMENT F – PUBLIC ENTITY CRIMES
STATEMENT**

**TAB 8 – 4.7.4 – ATTACHMENT G – NON-COLLUSION
AFFIDAVIT**

TAB 9 – 4.7.5 – VALUE ADDED SERVICES

TAB 10 – 4.7.6 – OTHER SUPPORT DOCUMENTS

BROWARD COLLEGE | **RFP-2024-082-OA**
DRUG-FREE WORKPLACE CERTIFICATION | **ATTACHMENT D**

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

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

This sworn statement is submitted to the College,

by Anthony Guglielmi - President

(Print individual's name and title)

for Shenandoah General Construction, LLC

(Print name of entity submitting sworn statement)

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

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

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



(Signature)

Sworn to and subscribed before me this 30th day of July, 2024.

Personally Known Anthony Guglielmi

OR Produced identification _____ Notary Public – State of FL

My commission expires 1/15/28

(Type of identification) _____ Samantha Northcutt

(Printed, typed or stamped commission of _____ Notary Public)

FORM: #4530 3/93



Samantha Northcutt
Comm.: HH 480938
Expires: Jan. 15, 2028
Notary Public - State of Florida

***** ATTACHMENT E – NON-DISCLOSURE AGREEMENT *****

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Non-Disclosure Agreement

- 1) Subject to Chapter 119, Florida Statutes and any and all other applicable laws, Receiving Party and any person who reviews or has access to Information from Disclosing Party hereunder shall safeguard the Information against disclosure by employing the same means to protect the Information as that Party uses to protect its own non-public, confidential, sensitive, or proprietary information, but in no event less than means consistent with prudent industry practices for the protection and safeguarding of confidential information. The Receiving party shall use the Information solely and exclusively for purposes relating to the Project and any resulting design, and/or construction of the Project (the "Purpose"), and no other purpose. Receiving Party shall not itself, nor shall it permit its employees, contractors, consultants and/or agents to, disclose to any person, corporation or other entity the Information without the prior written consent of the Disclosing Party, provided, however, a Receiving Party may distribute the Information to its officers, employees, agents and consultants and others who have a need for such Information for the permitted Purpose. Prior to disclosure of the Information to any individual, the Receiving Party shall ensure that the individual is informed of the terms, conditions and requirements of this Agreement and shall ensure that the recipient complies with the terms of this Agreement as if the recipient were a party to this Agreement. The Receiving Party shall immediately inform the Disclosing Party of any unauthorized access to, disclosure or use of Confidential Information and any other breach by the Receiving Party of its obligations and covenants hereunder, and the Receiving Party at no cost to the Disclosing Party shall cooperate with and support efforts of the Disclosing Party to address such unauthorized access disclosure or use or other breach. In the event that the Receiving Party or any recipient becomes obligated or compelled (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) to disclose any of the Information of the Disclosing Party, the Receiving Party shall give the Disclosing Party prompt prior written notice of such requirement and shall cooperate with the Disclosing Party at no cost to the Disclosing Party in efforts to seek a protective order or other appropriate remedy which prevents, restricts, limits, conditions or otherwise limits the disclosure of the Information. The Receiving Party shall return to the Disclosing Party upon the Disclosing Party's written request therefor any or all of the Information disclosed by the Disclosing Party as well as any documents containing Information, such as notes, summaries, extracts and other such documents, regardless of the medium in which the documents are created, stored, retrieved or accessed. Disclosing Party is not obligated to disclose any Information. No right, title, interest or license is granted to Receiving Party in relation to the Information except as expressly set out in this Agreement. Disclosing Party makes no representation or warranty, express or implied, with respect to the truth, accuracy, completeness or reasonableness of the Information or its suitability for any purpose or use. Receiving Party and Disclosing Party each acknowledge that damages would not be an adequate remedy for breach of this Agreement

and the non-breaching party is entitled to the remedy of injunction, specific performance and other equitable relief for a threatened or actual breach of this Agreement. Disclosing Party shall be entitled to recover, in addition to any other remedy or relief, an award of attorneys' fees incurred in connection with the enforcement or interpretation of this Agreement.

- 2) Additionally, without limiting the general requirements under this Agreement for the parties to comply with applicable laws, to the extent applicable to each party and/or its operations, each party shall comply with (a) all regulations promulgated by the Office of Foreign Assets Control, Department of the Treasury; (b) the International Emergency Economic Powers Act, 50 U.S.C. Section 1701 et seq., (c) the Trading with the Enemy Act, 50 U.S.C. App. I et seq.; and (d) the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism and laws which replace any such laws if any such laws are repealed or modified (collectively, the "OFAC Laws").
- 3) Any Architectural documents provided to the Contracted Party, by the Owner, are informational in quality. The Owner does NOT guarantee the full accuracy of these documents at the time they are provided to the Contracted Party.
The Contracted party is responsible for field verifying any information related to the work they are contracted to perform.

RECEIVING PARTY:



Signature

Anthony Guglielmi

Name

President

Title

July 30, 2024

Date

BROWARD COLLEGE | **RFP-2024-082-OA**
PUBLIC ENTITY CRIMES STATEMENT | **ATTACHMENT F**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. See Section 287.133(2) (a), Florida Statutes.

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

"Convicted" means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere. See Section 287.133(1) (c), Florida Statutes.

An "affiliate" means (1) a predecessor or successor of a person convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate. See Section 287.133(1) (a), Florida Statutes.

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

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

Name of Company: Shenandoah General Construction, LLC

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

Signature for the Company: _____

Title of Person Signing for the Company: President

Signature of Witness: _____

Witness' Relationship to the Company: Charles Bendgen - Chief Financial Officer

**BROWARD COLLEGE
NON-COLLUSION AFFIDAVIT**

**RFP-2024-082-OA
ATTACHMENT G**

State of Florida)

) ss.

County of Broward)

Anthony Guglielmi being first duly sworn, deposes and says t

(5) (1) He/she
President

is

the

(Owner, Partner, Officer, Representative or Agent)


of Shenandoah General Construction, LLC, the Proposer that has submitted the attached proposal;

- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Proposal;
- (3) Such Bid 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, company, 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, company, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal 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;
- (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 the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

(Non-Collusion Affidavit continued on next page...)


(... continued from previous page, Non-Collusion Affidavit)

Signed, sealed and delivered in the presence of:



Charles Bendgen - Chief Financial Officer

By:



Anthony Guglielmi
(Printed Name)

President
(Title)

ACKNOWLEDGMENT

State of Florida

County of Broward

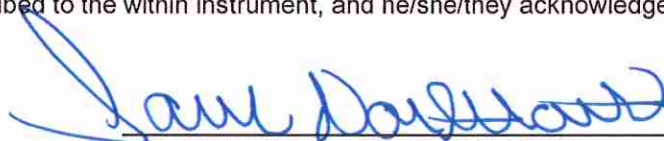
On this the 30th day of July, 2020, before me, the undersigned

Notary Public of the State of Florida, personally appeared Anthony Guglielmi

Name(s) of individual(s)

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

WITNESS my hand
and official seal



NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:



Samantha Northcutt
Comm.: HH 480938
Expires: Jan. 15, 2026
Notary Public - State of Florida

Samantha Northcutt

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

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)
☐ DID take an oath, or

☐ DID NOT take an o_____

OPTIONAL INFORMATION:

Type of Document: _____

Number of Pages: _____

Number of Signatures Notarized: _____

EQUIPMENT LIST
7/30/2024

Description	Make	Model	Year
ARROW BOARD	Wanco	WTSP	2014
ARROW BOARD	Wanco	WTSP	2014
ARROW BOARD	Wanco	WTSP	2015
AIR COMPRESSOR	Leroy	AIR COMPRESSOR	1989
AIR COMPRESSOR	INGERSOL RAND	AIR COMPRESSOR	2009
VIPER O50 FOAM GENERATOR	VERMILLION	FOAM GENERATOR	2008
36" Collapsible Mainline Packer	Logiball	Packer	2013
30" Collapsible Mainline Packer	Logiball	Packer	2013
Sag Correction System	Advance Const Prod	Sag Machine	2014
42" Collapsible Mainline Packer	Logiball	Packer	2017
Fecon Carbide Mulcher adapter LS283	Fecon	CEM36 Mulcher	2020
Impact Drilling Cutter	Paikert	SB110	2022
Push Camera	Envirosight VSP Pro		2023
Sag Remover 8" Pipe adapter tow slings, hose tow adapter			2023
FORK LIFT	CATERPILLAR	FORK LIFT	2008
JET VAC SEWER CLEANING TRUCK	FREIGHTLINER		2023
LONG STICK EXCAVATOR	KOBELCO	SK250LC	2004
6" THOMPSON TRASH PUMP	THOMPSON	6" PUMP	2006
YARD - PICK UP TRUCK	FORD	F150 XL STD CAB	2016
Superintendent Truck	GMC	SIERRA 1500	2019
Yard Pick Up	Ford	F250	2015
Yard Pick Up w/Liftgate	Ford	F250	2017
Superintendent Truck	FORD	F150 PK	2022
UTILITY TRUCK	DODGE	Ram 1500 Pickup	2022
YARD PICK UP TRUCK	GMC	CANYON	2022
Superintendent Truck	FORD	F150 4x2 4Dr SUPERCR	2022
2022 F250 YARD - PICKUP TRUCK	FORD	F250	2022
OFFICE TRUCK	FORD	F150 CREW CAB 4D	2022
CHEVY SILVERADO 1500	CHEV	SILVERADO 1500	2022
BOX TRUCK W/SAG REMOVER	RAM	4500	2013
Trailer Yard	Emerson	6X12	2006
Better Built Trailer w/Air Compressor	Better Built	6x10	2017
Triple Crown 7x16	Triple Crown	7x16	2015
Trailer Yard	Test	TL	1987
Trailer FVCG	FVCG	GANS7X16TA3-WHITE-L	2023
CUES TV/GROUT TRUCK	FORD	F550	2011
IBAK TV TRUCK	FORD	E450 BOX TRUCK	2016
2021 IBak ISUZU	ISUZU	Ibak TV/Grout Truck	2021
UTILITY TRUCK	DODGE	RAM 5500 UTILITY	2018
YARD - PICK UP TRUCK	DODGE	Ram 2500 Pickup	2022
YARD - PICK UP TRUCK	DODGE	Ram 2500 Pickup	2022
YARD - PICK UP TRUCK	DODGE	Ram 2500 Pickup	2022
YARD - PICK UP TRUCK	DODGE	Ram 2500 Pickup	2022
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2013
VACTOR SEWER CLEANING TRUCK	VACTOR	FREIGHTLINER	2014
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2014
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2014
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2015
VACTOR SEWER CLEANING TRUCK	VACTOR	FREIGHTLINER	2015
VACTOR SEWER CLEANING TRUCK	VACTOR	FREIGHTLINER	2016
VACTOR SEWER CLEANING TRUCK	VACTOR	FREIGHTLINER	2016
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2018

EQUIPMENT LIST
7/30/2024

VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2019
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2020
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2020
JET VAC SEWER CLEANING TRUCK	JET VAC	WESTERN STAR - 4700	2022
JET VAC SEWER CLEANING TRUCK	WESTERN STAR	WESTERN STAR - 4700	2023
JET VAC SEWER CLEANING TRUCK	KENWORTH	T800	2019
JET VAC SEWER CLEANING TRUCK	KENWORTH	T800	2020
BACKHOE	JOHN DEERE	310SL	2022
GENERATOR			
ARROW BOARD	Wanco	WTSP	2014
4"Yanmar Pump	Yanmar	4" Pump	2022
6" MWI PUMP	MWI	6" PUMP	2004
North - YARD - PICK-UP TRUCK	FORD	F150 4X4 SUPERCAB	2017
YARD - PICK UP TRUCK	FORD	F150 XL SINGLE CAB	2018
North - YARD - PICK-UP TRUCK	Chevrolet	Silverado Pick Up 2500 S	2018
North - YARD - PICK-UP TRUCK	Dodge	Ram 1500 Pick-Up	2019
North - Office Truck	JEEP	GRAND CHEROKEE LM	2022
Trailer Yard	Emerson	6X10	2003
CUES TV/GROUT TRUCK	ISUZU	BOX VAN	2016
IBAK TV TRUCK	ISUZU	BOX VAN	2021
TV Truck w/ Lateral Laucher	Ford	Ibak TV Lateral Truck	2016
YARD - PICK UP TRUCK	DODGE	Ram 2500 Pickup	2022
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2018
VACTOR SEWER CLEANING TRUCK	VACTOR	FREIGHTLINER	2015
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2018
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2015
JET VAC SEWER CLEANING TRUCK	WESTERN STAR	4700	2021
ARROW BOARD	Wanco	WTSP	2016
ARROW BOARD	Wanco	WTSP	2023
BACKHOE	CATERPILLAR	BACKHOE 420E IT	2008
OFFICE TRUCK	JEEP	GRAND CHEROKEE	2022
6" PRIMERITE CT006 PUMP	PRIMERITE	6" PUMP	2004
YARD - PICK UP TRUCK	FORD	F150 4x2 4Dr SUPERCRI	2014
West - OFFICE PICK-UP TRUCK	DODGE	RAM 1500	2019
Trailer Yard	Trailer	6X8	2002
Haulmark 6x10	Haulmark	6x10	2000
Kraftsman Trailer 25'	KRAFTSMAN	25' Goose Neck Trailer	2021
Trailer - Misc	Liberty - Stea	Trailer	2016
CUES TV/GROUT TRUCK	ISUZU	BOX VAN	2019
IBAK TV/GROUT TRUCK	ISUZU	BOX VAN	2019
YARD - UTILITY TRUCK	DODGE	RAM 2500	2022
YARD - PICK UP TRUCK	DODGE	Ram 2500 Pickup	2022
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2014
VACTOR SEWER CLEANING TRUCK	VACTOR	KENWORTH	2020
900 ECO	WESTERN STAR	4700SF	2022
EASEMENT & TRAILER	PJ TRAILERS	UK122	2021
YARD FORKLIFT	NISSAN	KCPH02A25PV	1995
YARD - PICK UP TRUCK	FORD	F150 4X4 SUPERCAB	2014
OFFICE TRUCK	DODGE	RAM 1500	2019
OFFICE TRUCK	Buick	Enclave	2020
Horton Trailer	HORTON		2015
YARD - CREW FLAT BED	CHEVY	3500 FLAT BED CREW C	2016
YARD - CREW FLAT BED	CHEVY	3500 FLAT BED CREW C	2016
JET VAC SEWER CLEANING TRUCK	Freightliner	114SD	2023

EQUIPMENT LIST
7/30/2024

CUES TV/Lateral TRUCK	FREIGHTLINER	F3CC170	2013
Volvo Boiler Truck	Volvo	Truck	2002
Sterling LT9500 Boiler	Sterling	LT9500	2007
Kenworth Boiler	Kenworth	T880	2018
Kenworth Boiler	Kenworth	GEN 2	2018
Aries PE2600 Pan & Tilt Camera	Aries	PE2600	2004
Global Trash Pump	Global	4" Trash Pump	2015
Global Trash Pump	Global	4" Trash Pump	2012
Ford F150 4x4	Ford	F150 4X4	2019
Chevy Tahoe	Chevy	Tahoe	2023
Reefer Freightliner	Freightliner	Reefer	2015
Reefer Freightliner	Freightliner	Reefer	2016
Reefer Freightliner	Kenworth	T-370	2020
Cros Flatbed Trailer	Cros		2003
Triple Crown Trailer	Triple Crowns	5x10	2016
ARIES TV TRUCK (Equip from TV227)	ISUZU	BOX VAN	2011
Isuzu Crew Truck	Isuzu	BOX VAN	2021
Isuzu Crew Truck	Isuzu	BOX VAN	2021
West - OFFICE PICK-UP TRUCK	DODGE	RAM 1501	2022
YARD - PICK UP TRUCK	DODGE	Ram 2500 Pickup	2022
F250 Utility	Ford	F250	2023
YARD - PICK-UP TRUCK	Dodge	Ram 1500 Pick-Up	2022
JET VAC SEWER CLEANING TRUCK	WESTERN STAR	WESTERN STAR - 4700	2022
JET VAC SEWER CLEANING TRUCK	WESTERN STAR	WESTERN STAR - 4700	2022
Pick up truck	Chevrolet	SILVERADO	2022
ARROW BOARD	Wanco	WTSP	2017
Chassis for TV432			2022
Pick up truck	RAM	1500 BIG HORN / LONE	2022
Trailer - Grout/Confined Space	Arni	Trailer	2018
Trailer - Grout	Gatt	Trailer	2009
Trailer	Elite	Trailer	2003
Tanker Truck	International	SF625	2011
Tanker Truck	International	SF625	2011
CCTV Truck	RAM	5500	2014
CCTV Truck	RAM	5500	2018
Ibak TV/Grout Truck	Isuzu	Ibak TV/Grout Truck	2020
UT381	CHEVY	3500 FLAT BED CREW C	2015
Vacall Vac Truck	Freightliner	114SD	2014
Vacall Vac Truck	Freightliner	114SD	2014
Vacall Vac Truck	Freightliner	114SD	2015
Vacall Vac Truck	Freightliner	114SD	2017
Vacall Vac Truck	Freightliner	114SD	2019
Vacall Vac Truck	Freightliner	114SD	2020
Pick up truck	RAM	2500 CREW CAB	2022
900 ECO	WESTERN STAR	4700SF	2022
VACALL TRUCK	AJV1215	S/N: AVJ12154979	2023
VACALL TRUCK	AJV1515	S/N: AJV0005061	2024
WHEEL LOADER	Hitachi	ZW50	2024
DUMP TRUCK	PETERBILT	DUMP TRUCK	2006
OFFICE TRUCK - Deland	Mitsubishi	Outlander SUV	2019
OFFICE TRUCK	DODGE	Ram 1500 Pickup	2020
Equip Trailer	BEPU 20' Trailer	20' Equip Trailer	2002
Equip/Material Trailer	Bray 20' Trailer	20' Equip/Material Trailer	2005
Big Tex Dump Trailer	Big Tex	14x8x4 (14CY)	2020
Yard Pick Up	Ford	F350	2017

EQUIPMENT LIST
7/30/2024

Big Tex Dump Trailer 14'	BIG TEX	14' Dump Trailer	2017
Maxima Cargo 7x16 Covered Trailer	Maxima Cargo Trailer	7x16 Covered Trailer	2021
Trailer Yard	Load Trail		2020
UTILITIY TRUCK	DODGE	RAM 5500 UTILITY	2020
YARD - PICK UP TRUCK	GMC	SIERRA 1500	2024
Corporate - Office Truck	CHEVY	TAHOE HIGH COUNTRY	2022
Corporate - Office Truck	CHEVY	Silverado 1500 2WD CRE	2022
YARD TRUCK	FORD	2022 Ford F-150	2022
Corporate - Pick up Truck	GMC	SIERRA 2500 HD	2024
Corporate - Office Truck	FORD	TK	2023

Project Name & Number	Locations	Owner	Description of work	Beginning Mo/Year	Contract Duration
24-1262 - Heather Ridge Drainage Improvements	City of Dunedin	City of Dunedin	CIPP Lining	7/12/2024	60 days
E50D5 - Drainage Repair	Volusia	FDOT - D5	Drainage Clean & Video	6/1/2024	60 days
PNC2127482B1_1 - Restoration of Surface Water Infrastructure	Broward County	Broward County Water Management	Rehab Surface Water Infrastructure	6/1/2024	365 days
C006434 - Ribs #73-#85 Decommissioning	Lake Buena Vista	Central Florida Tourism Oversight District (CFTOD)	Decommissioning - Drainage Clean	6/1/2024	120 days
PNC2127482B1 - Restoration of Surface Water Infrastructure	Broward County - District 2, 3, & 4	Broward County Water Management	Drainage Clean & Video	4/1/2024	365 days
E7Q66-R0 - Brooksville Repairs & Maintenance - Routine Maintenance	Citrus, Hernando, Pasco	FDOT - D7	Brooksville Repairs & Maintenance - Routine Maintenance	2/19/2024	365 days
E56C9 - Drainage Repair	Volusia	FDOT - D5	Volusia County/Drainage Repair SR 15/600 in Debary	1/18/2024	280 days
E54C7 - Drainage Repair	Brevard	FDOT - D5	Storm water drainage repair	2/13/2024	180 days
23-39B Citywide Culvert Cleaning Inspection & Repair	City of Tamarac	City of Tamarac	Clean, Inspection and Repair	TBD	1095 days
2023-25 25th Street, 2022-33 Sexton Plaza, 2020-18 Royal Park	Vero Beach	City of Vero Beach	clean, televise, and install CIPP	8/15/2023	120 days
23-B-203i Emergency Storm Drain Cleaning	City of Coral Springs	City of Coral Springs	Clean, TV, Inspection	7/13/2023	730 days
Polk County- 23-219 CIPP Installation	Polk County	Polk County	CIPP Installation	6/23/2023	365 days
Infrastructure and Asset Maintenance Jobs E6N37, E4U23, E4T63, E4V94	Various Locations	Louis Berger Hawthorne Services, Inc	Clean, TV, Inspection	3/1/2023	1095 days



Pipe Inspection & Restoration

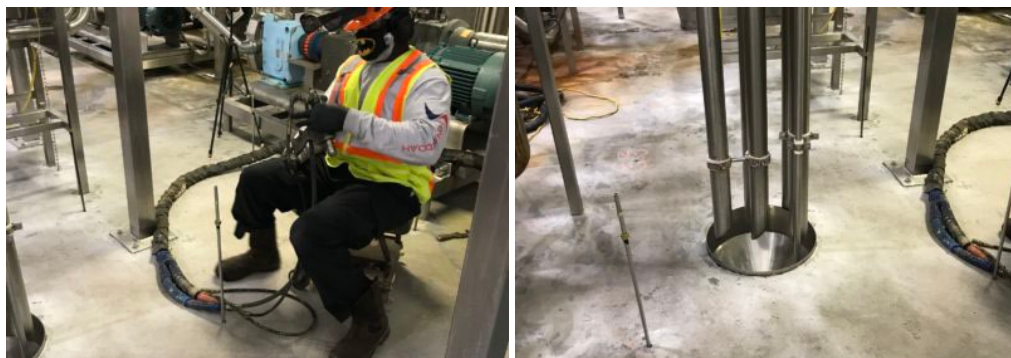
Featured Project: Storm & Catch Basin Cleaning Hollywood, FL



Featured Project: Canal Stabilization & Restoration Naples, FL



Featured Project: Concrete Slab Foundation Lifting & Stabilization Auburndale, FL





Pipe Inspection & Restoration

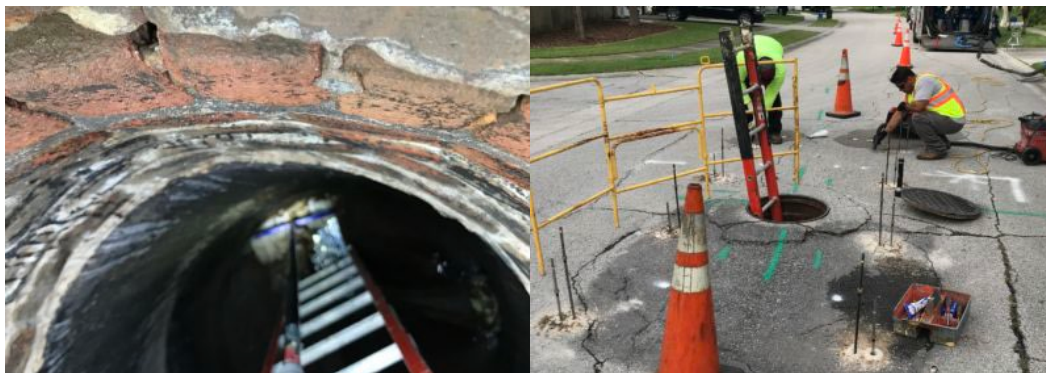
Featured Project: CIPP Lining Project Boca Raton, FL



Featured Project: Storm Drain System – Port St. Lucie, FL



Featured Project: Roadway & Manhole Leveling & Stabilization
New Port Richey, FL





Pipe Inspection & Restoration

Corporate • 1888 NW 22nd Street Pompano Beach, FL 33069 • (954) 975-0098 • www.shenandoahus.com

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11508 US Hwy 41 S.
Gibsonston, FL 33534

SHENANDOAH CONSTRUCTION has provided quality service in the trenchless construction industry for over 45 years. We are equipped with 33 hydraulic cleaning trucks, 19 CCTV Inspection trucks (10 of which have test and seal capability), Excavators, Backhoes, and Specialty Equipment, all under the direction of our experienced support staff consisting of managers, estimators, and superintendents. Our Pompano Beach, Port St. Lucie, Tampa, Lakeland, and Ft. Myers locations allows our company to serve a wide variety of markets from Jacksonville to Key West. In addition, we have the capability to mobilize our crews to provide service well beyond our target area. Over the years our focus has been to keep up with the changing technologies in the industry to provide better service for our customers.

Currently we are working with municipalities such as, Broward County, FDOT Districts 1, 2, 4, 5, 6, 7, and TP, Collier County, City of Sarasota, Northern Palm Beach County, Village of Wellington, City of West Palm Beach, City of Tamarac, City of Coconut Creek, City of Fort Pierce, JEA and St. Lucie County.

We work closely with a variety of Companies and Contractors throughout Florida. Each customer has a specific need to be met whether it is controlling ground water infiltration coming into a sanitary sewer collection system, cleaning, and evaluating a storm water system that is causing flooding in a community that can lead us into rehabilitation to a deteriorating system and a large variety of other specialty work which includes: repair and/or replacement of utilities.

In addition, we provide many types of Commercial Diving Services, including pipe inspection, welding, cutting, cofferdam, rigging, construction, etc.

We are also authorized installers of CIPP-Lining, and CIPP Sectional Lining. CIPP and Sectional Liners can be used to repair specific problems utilizing a trenchless approach. By using these trenchless processes, pipelines can be inspected and repaired quickly at a fraction of the cost of alternative methods, all without the inconvenience of conventional excavation or manhole-to-manhole repair systems.

THE FOLLOWING IS A LIST OF SERVICES PROVIDED BY SHENANDOAH CONSTRUCTION

- ✓ PIPE VIDEO INSPECTION & REPAIR MATRIX REPORTS
- ✓ ALL SIZE PIPE AND CULVERT CLEANING
- ✓ PIPE SECTIONAL LINERS
- ✓ PVC PIPE SAG REMOVAL
- ✓ CIPP LATERAL REHABILITATION
- ✓ PIPE PLUG INSTALL, AND DEWATERING
- ✓ CURED-IN-PLACE LINING
- ✓ PIPE SLIPLINING
- ✓ MANHOLE REHABILITATION
- ✓ PIPE AIR & SMOKE TESTING
- ✓ STORM DRAINAGE INVESTIGATION/EVALUATION
- ✓ PIPE SEALING & MANHOLE GROUTING
- ✓ UNDERGROUND EXCAVATION/POINT REPAIRS



"Attachment C- Sample Contract"

Shenandoah has no objection to the Sample Contract as specified in Attachment-C in the RFP documents.

Sincerely,

Anthony Guglielmi
President



AWARD RECOMMENDATION

RFP-2024-082-OA – STORM DRAIN CLEANING, REPAIRS, AND MAINTENANCE SERVICES

Solicitation recommendation shall remain posted for a period of seventy-two (72) hours after posting date.

Posting Date: September 10, 2024

Six (6) Proposers submitted proposals (in alphabetical order):
<ol style="list-style-type: none">1. Blerman LLC dba Raider Rooter2. EnviroWaste Services Group, Inc.3. Flotech Environmental LLC4. Green Team Service Corporation dba Green Team Building Services5. Hinterland Group, Inc.6. Shenandoah General Construction LLC <p>The proposals from Blerman LLC dba Raider Rooter and Green Team Service Corporation dba Green Team Building Services were rejected and disqualified per the RFP document.</p>
Recommendation for Award: - Shenandoah General Construction LLC

The College reserves the right, after posting Award Recommendation thereof, to withdraw or amend its Award Recommendation. The College's District Board of Trustees will make the final and sole decision whether or not to award the contract to the recommended Proposer(s).

"Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond, shall constitute a waiver of proceedings under Chapter 20, Florida Statutes."

Orlando Aponte, Procurement Officer
oaponte@broward.edu



PROCUREMENT SERVICES
Cypress Creek Administrative Center
6400 NW 6th Way, Fort Lauderdale, FL 33309
Phone 954-201-7455/Fax 954-201-7330

December 4, 2024

SHENANDOAH GENERAL CONSTRUCTION LLC
1888 NW 22nd Street
Pompano Beach, FL 33069

Attention: Anthony Guglielmi, President
Email: anthony@shenandoahus.com

Dear Mr. Guglielmi,

This letter is to confirm that your final reply to the solicitation regarding **STORM DRAIN CLEANING, REPAIRS AND MAINTENANCE SERVICES**, Contract **RFP-2024-082-OA**, has been approved by the College District Board of Trustees.

Pursuant to the terms and conditions of the solicitation, it is necessary that your company provide the College with an updated Certificate of Insurance within ten (10) days of this notification. "The District Board of Trustees of Broward College, Florida" shall be named as an additional insured under the General Liability policy. The address in the Certificate Holder box is to read: The District Board of Trustees of Broward College, Florida, Office of Risk Management, 6400 NW 6th Way, Fort Lauderdale, FL 33309. Please include the solicitation number on the certificate.

The initial term of this contract is three (3) years from the date of the contract commencement. This contract includes three (3) additional one-year renewal options subject to the College's approval. The Procurement Department reserves the right to issue each option-to-renew, in the best interest of the College. The initial term shall be:

CONTRACT PERIOD: December 3, 2024, through December 2, 2027

If there are any questions, please feel free to contact Orlando Aponte, Procurement Officer, at (954) 201-7897 or email: oaponte@broward.edu.

Sincerely,

DocuSigned by:

8F2E60F1839349D...

Orlando Aponte
Associate Vice President, Procurement

Attachment: Fully Executed Contract