



# AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>MEETING DATE</b>	2018-08-21 10:05 - Regular School Board Meeting
<b>AGENDA ITEM</b>	ITEMS
<b>CATEGORY</b>	EE. OFFICE OF STRATEGY & OPERATIONS
<b>DEPARTMENT</b>	Procurement & Warehousing Services

<b>Special Order Request</b>
<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>Time</b>
<b>Open Agenda</b>
<input checked="" type="radio"/> Yes <input type="radio"/> No

**ITEM No.:**  
EE-9.

**TITLE:**  
Recommendation of \$500,000 or Greater - 18-209T - Tree Removal & Pruning Services

**REQUESTED ACTION:**  
Approve the recommendation to award the above Request for Proposal (RFP). Contract Term: August 21, 2018 through June 30, 2021, 3 Years; User Department: Physical Plant Operations (PPO); Award Amount:\$1,410,000; Awarded Vendor(s): All County Tree & Landscape Co., Inc., Custom Tree Care, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

**SUMMARY EXPLANATION AND BACKGROUND:**  
The School Board of Broward County, Florida (SBBC), received three (3) proposals for RFP 18-209T - Tree Removal & Pruning Services. This Bid covers the pruning and trimming of all sites of the District, as well as miscellaneous services for tree removal, which are performed to eliminate dead and dying trees as well as those that have become hazardous.  
This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction   
  Goal 2: Continuous Improvement   
  Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
The estimated financial impact to the District will be \$1,410,000. The funding source will come from the PPO's operating budget. The financial impact represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

**EXHIBITS: (List)**  
(1) Executive Summary (2) Agreement - 2 (3) Recommendation Tabulation 6-12-2018 (4) Financial Analysis Worksheet

**BOARD ACTION:**  
**APPROVED**  
(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Sam Bays	Phone: 754-321-4600
Name: Mary C. Coker	Phone: 754-321-0501

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Senior Leader & Title**  
 Maurice L. Woods - Chief Strategy & Operations Officer

Approved In Open Board Meeting On: **AUG 21 2018**  
 By: *Nora Rupert*  
 School Board Chair

Signature  
 Maurice Woods  
 8/13/2018, 2:16:30 PM

## EXECUTIVE SUMMARY

### Recommendation of \$500,000 or Greater 18-209T - Tree Removal & Pruning Services

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This request is to approve the recommendation to award Request for Proposal (RFP) 18-209T - Tree Removal & Pruning Services for a three (3) year contract from August 8, 2018, through June 30, 2021. This Bid is utilized by the Physical Plant Operations (PPO) to trim, remove, relocate, and replace trees located on School Board-owned properties.

This Bid is divided into two (2) groups. The first group is for miscellaneous work, which includes tree pruning, fence line clearing, stumps removal, replacement of trees, relocation of trees, standing and staking trees, as well as additional services related to landscape maintenance and debris removal. The second group is for the tree pruning off all trees per site, and all the District locations are included.

#### Procurement Method

Previously to RFP 18-209T, Procurement & Warehousing Services (PWS) had released Invitation to Bid 18-023T, which was posted in Demandstar from August 7, 2017, through October 5, 2017. The ITB 18-023T was protested, and as a result of the Bid Protest Committee Meeting, it was decided to Reject All Bids at the Regular School Board Meeting of February 21, 2018.

In the interim, the District kept conducting business with the existing contract awarded vendor as authorized by Purchasing Policy 3320, VII (I) which states; "When the contract award process is stopped due to the filing of a formal written protest, The School Board authorizes the extension of any existing contract for the goods or services contained in the bid or request for proposals being protested under whatever terms and conditions are determined by the Superintendent to be in the best interest of The School Board until such time as the new award under protest can be approved by The School Board."

The solicitation for this Request for Proposals 18-209T ran from March 1, 2018 through April 20, 2018. For this solicitation, the District received two (2) Intent to Protests, one (1) regarding the specifications and one (1) for the Recommendation Tabulation, respectively. Both Intents did not receive the formal protest and PWS continued on with the solicitation process.

The bid was awarded to a pool of two (2) vendors who met all specifications, terms, and conditions of the RFP. Having a pool of multiple awardees allows for continuity of services if one (1) of the awarded vendors cannot comply with delivery requirements, specifications, or in emergency cases.

#### Financial Impact

The total spending authority requested is \$1,410,000 based on the monthly expenditure from the previous bid. Funding for this Bid is provided by the PPO's operating budget.

<u>Historical Average Monthly Expenditures</u>	<u>\$ 40,206</u>
<u>Number of months</u>	<u>35</u>
<u>Estimated forecasted spend</u>	<u>\$ 1,407,202</u>
<u>Total spend authority (rounded)</u>	<u>\$ 1,410,000</u>

In comparison with the current bid 15-015T, the District was paying a flat rate of \$3,668 for the trimming of each site. With the new bid 18-209T, the District will pay a flat rate of \$3,200 – (twelve-point seven) 12.7 percent savings per site). Assuming all sites were to be pruned during the term of the contract, this would represent savings of \$57,290 to the District.

## AGREEMENT

THIS AGREEMENT is made and entered into as of this 21<sup>st</sup> day of August, 2018, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**ALL COUNTY TREE AND LANDSCAPE CO., INC.**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
7027 W Broward Blvd # 228, Plantation, FL 33317

**WHEREAS**, the SBBC is in need of certain Tree Removal & Pruning Services and has selected the VENDOR to provide such Tree Removal & Pruning Services; and

**WHEREAS**, VENDOR is willing to provide such Tree Removal & Pruning Services to the SBBC; and

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 18-209T, Tree Removal & Pruning Services, dated March 1, 2018, and amended by Addendum No. 1 dated March 28, 2018, and Addendum No. 2 dated April 13, 2018, (hereinafter collectively referred to as "RFP") each of which is incorporated by reference herein, for the purpose of receiving proposals for Tree Removal & Pruning Services; and

**WHEREAS**, VENDOR offered a proposal in response to the RFP (hereinafter referred to as "Proposal") and which is incorporated herein by reference whereby VENDOR proposed to Tree Removal & Pruning Services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

**ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon the execution by all parties and conclude on June 30, 2021. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period.

2.02 **Description of Goods or Services Provided.** VENDOR shall perform the Tree removal and pruning services as detailed in the RFP.

2.03 **Cost of Goods or Services and Payment.** Description of Cost of Goods and/or Services provided are described in **Exhibit A – Pricing Schedule**. VENDOR shall provide SBBC with a proper and appropriate invoice monthly with net thirty (30) day payment terms.

2.04 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- First: This Agreement, then;
- Second: Addendum No. 2 to RFP 18-209T, then;
- Third: Addendum No. 1 to RFP 18-209T, then;
- Fifth: RFP 18-209T – Tree Removal & Pruning Services, then;
- Sixth: Proposal submitted by VENDOR in response to RFP 18-209T

2.05 **Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and shall not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.06 **Inspection of VENDOR’s Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR’s applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC’s agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC’s agent or authorized representative shall have access to VENDOR’s records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this

Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. 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 this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: *Director of Procurement & Warehousing Services*  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To VENDOR: Louis Gartner  
All County Tree & Landscape Co., Inc.  
7027 W Broward Blvd # 228  
Plantation, FL 33317

**2.08 Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

**2.09 Public Records.** Any party contracting with SBBC 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 terms and conditions that SBBC 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 exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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 acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.10 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) **By SBBC:** SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) **By VENDOR:** VENDOR agrees to indemnify, hold harmless and defend SBBC, 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 SBBC, 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 VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of 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 SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.11 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

#### 2.12 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement,



disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.13 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.15 **Incorporation by Reference.** Exhibits A attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

2.16 **Natural Disaster.** VENDOR agrees that SBBC shall be given top priority for use of the VENDOR's resources, and VENDOR shall make available to SBBC all of its resources such as vehicles, equipment, tools and both workforce and management personnel, in the event of a natural disaster such as, but not limited to, a hurricane, tornado, windstorm, flood or fire during the term of award.

2.17 **Delivery & Liquidated Damages.** All assigned work shall be completed within twenty (20) working days after notification to VENDOR. Prior written approval, by the Physical Plant Operations-Grounds Supervisor will be necessary to extend this time frame for larger jobs. All changes must be in writing and approved by the Physical Plant Operations Grounds Supervisor two (2) working days prior to the change in the project. The school's principal or designee shall also be notified by the VENDOR two (2) working days before work begins. Liquidated Damages of Five Hundred Dollars and 00/100 Cents (\$500.00) per day will be assessed if a job is not completed within the given time frame.

2.18 **Protection of Utilities.** The work area may have existing utilities, such as irrigation, phone, electrical, sewers, water, etc. The location of some of these utilities will be identified. However, no guarantee is being made or implied as to these locations being accurate and complete. VENDOR shall verify the location of all such utilities by hand excavation or other appropriate means and shall call SUSHINE ONE at telephone #811 prior to beginning excavation work. Once the work is completed, VENDOR shall repair, replace, and restore immediately all services to any utility or necessary services, which have been disrupted due to contractor activities. VENDOR shall as necessary, engage any outside services required to execute repairs on a round-the-clock basis until interrupted services are restored. VENDOR shall provide and operate any supplemental temporary services to maintain uninterrupted utility service the facility. All costs involved in the repairs and restoration of disrupted utility services shall be borne by VENDOR. The VENDOR shall be responsible for any/all claims made as a result of utility service disruption.

2.19 **VENDOR Accounting Records and Right to Audit Provisions.**

(a) Hazard Control: Store volatile wastes in covered metal containers, and remove from premises daily. Provide adequate ventilation during use of volatile or noxious substances.

(b) Pollution Control: conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

- 1) Do not burn or bury rubbish and waste materials on project site.
- 2) Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary sewer.
- 3) Do not dispose of wastes into streams or waterways.

2.20 **Authorization to Perform.** All work must be coordinated through the Supervisor, District Grounds, Physical Plant Operations or designee.

2.21 **Adding or Deleting Sites.** SBBC may, during the term of this Agreement, add or delete service, wholly or in part, at any site. In the event that a site listed herein is deleted, VENDOR shall remove the quoted cost for the container(s) that is deleted from its monthly invoice amount. In the event that a site not listed herein is added to this Agreement, the VENDOR shall invoice the same amount as prices quoted herein for similar container.

**ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this

Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire,

hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

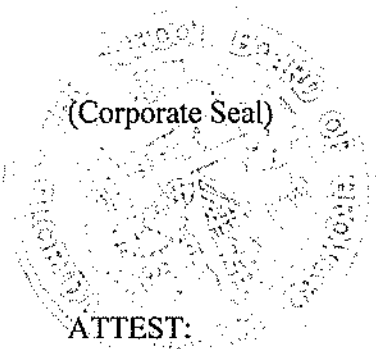
3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

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

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**



(Corporate Seal)

ATTEST:

*Robert W. Runcie*  
Robert W. Runcie, Superintendent of Schools

**FOR SBBC:**

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By *Nora Rupert*  
Nora Rupert, Chair

Approved as to Form and Legal Content:

*Kathelyn Jacques-Adams*  
Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com  
Reason: All County Tree & Landscape Co., Inc.  
Date: 2018.08.02 13:33:01 -04'00'

Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

All County Tree & Landscape Co., Inc.

ATTEST:

By

*[Handwritten Signature]*

Louis Gartner

\_\_\_\_\_, Secretary

*[Handwritten Signature]*  
Witness

-or-

Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF FL

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 3 day of Aug, 2018 by Louis Gartner of

All County Tree & Landscape Co., Inc. on behalf of the corporation/agency.

He/She is personally known to me or produced P/K as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

*[Handwritten Signature]*  
Notary Public State of Florida  
Ralph Eugene Hall  
My Commission GG 196318  
Expires 03/14/2022

(SEAL)

Notary's Commission No.

**FOR VENDOR:**

(Corporate Seal)

All County Tree & Landscape Co., Inc.

ATTEST:

By *[Signature]*  
Louis Gartner

\_\_\_\_\_, Secretary

*[Signature]*  
-or-  
Witness

*[Signature]*  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF FL

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 3 day of Aug, 2018 by Louis Gartner of \_\_\_\_\_  
Name of Person

All County Tree & Landscape Co., Inc. on behalf of the corporation/agency.  
Name of Corporation or Agency

He/She is personally known to me or produced P/K as identification and did/did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires:

(SEAL)

*[Signature]*  
Signature - Notary Public of Florida  
Notary Public Seal  
Ralph Eugene Hall  
My Commission GG 195318  
Expires 03/14/2022  
Printed Name of Notary  
\_\_\_\_\_  
Notary's Commission No.



**Group A**

**COMPLETE SHADE AND PALM TREE REMOVAL INCLUDING CANOPY, TRUNK, STUMP AND ALL SURFACE ROOTS (SPECIFICATIONS- GENERAL AND #1)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
1	0" - 5.99" Diameter Breast Height	Each	\$ 150.00
2	6" - 17.99" Diameter Breast Height	Each	\$ 300.00
3	18" - 29.99" Diameter Breast Height	Each	\$ 900.00
4	30" - 41.99" Diameter Breast Height	Each	\$ 2,000.00
5	42" - 53.99" Diameter Breast Height	Each	\$ 100.00
6	54" - 65.99" Diameter Breast Height	Each	\$ 100.00
7	66" and greater Diameter Breast Height	Each	\$ 100.00

**STUMPS AND SURFACE ROOT GRINDING OR REMOVAL (SPECIFICATIONS- GENERAL AND #2)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
6	0" - 5.99" Trunk Diameter	Each	\$ 200.00
7	6" - 17.99" Trunk Diameter	Each	\$ 200.00
8	18" - 29.99" Trunk Diameter	Each	\$ 200.00
9	30" - 41.99" Trunk Diameter	Each	\$ 200.00
10	42" - 53.99" Trunk Diameter	Each	\$ 200.00
11	54" - 65.99" Trunk Diameter	Each	\$ 200.00
12	66" and greater Trunk Diameter	Each	\$ 200.00
13	Surface Roots Only	Square Feet	\$ 2.00

**SHADE AND PALM TREE TRIMMING PER ANSI A300 AS CURRENTLY AMENDED, AND BROWARD COUNTY TREE TRIMMER'S LICENSING ORDINANCE (SPECIFICATIONS- GENERAL AND# 3)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
14	0" - 5.99" Diameter Breast Height	Each	\$ 1.00
15	6" - 17.99" Diameter Breast Height	Each	\$ 1.00
16	18" - 29.99" Diameter Breast Height	Each	\$ 1.00
17	30" - 41.99" Diameter Breast Height	Each	\$ 1.00
18	42" - 53.99" Diameter Breast Height	Each	\$ 1.00
19	54" - 65.99" Diameter Breast Height	Each	\$ 1.00
20	66" and greater Diameter Breast Height	Each	\$ 1.00

**FENCE LINE CLEARING, CLASS I & CLASS II (SPECIFICATIONS- GENERAL AND #4)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
21	Class I Fence Line Clearing	Linear Feet	\$ 5.00
22	Class II Fence Line Clearing	Linear Feet	\$ 1.00

**PROVIDING AND PLANTING NEW OR REPLACEMENT SHADE AND PALM TREES (SPECIFICATIONS GENERAL AND #5)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
23	Category 1 Trees - Provide/Deliver/Install	Each	\$ 350.00
24	Category 2 Trees - Provide/Deliver/Install	Each	\$ 200.00
25	Category 3 Trees - Provide/Deliver/Install	Each	\$ 10.00
26	Category 4 Palms - Provide/Deliver/Install	Each	\$ 10.00

**RELOCATING TREES (SPECIFICATIONS- GENERAL AND #6)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
27	0" - 9.99" Diameter Breast Height	Each	\$ 100.00

**STANDING AND STAKING FALLEN TREES (Specifications - General and #9)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
28	0" - 5.99" Diameter Breast Height	Each	\$ 100.00
29	6" - 9.99" Diameter Breast Height	Each	\$ 100.00

**SPECIFICATIONS # 9)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
30	Trees with hangers, dead wood, limb failures, storm damage - greater than 2"	Each tree	\$ 60.00
31	Trees with hangers, dead wood, limb failures, storm damage - less than 2"	Each tree	\$ 1.00

**STUMPS EXTRACTION (SEE SECTION 6, SPECIFICATIONS #9)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
32	0" - 11.99" Diameter	Each	\$ 1.00
33	12" - 23.99" diameter	Each	\$ 1.00
34	24" - 35.99" Diameter	Each	\$ 1.00
35	36" and greater Diameter	Each	\$ 1.00

**VEGETATIVE DEBRIS HAULING (SEE SECTION 6, SPECIFICATIONS #9)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
36	Bulk Loads	Cubic Yard	\$ 1.00
37	Bulk Loads (Reduced loads to be calculated at a 4 to 1 ratio)	Cubic Yard	\$ 18.00

LABOR RATE (FOR RELATED WORK - NON-LINE ITEMS)			
Item #	Description	Unit of Measure	Price Per Unit of Measure
38	Labor Rate, Per Hour, Per Crew (Crew = 3 People + Truck, Wood Chipper, Lift, and Equipment)	Hourly	\$ 150.00
39	Labor Rate, Per Hour, Per Additional Crew Member	Hourly	\$ 25.00

## AGREEMENT

THIS AGREEMENT is made and entered into as of this 21<sup>st</sup> day of August, 2018, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**CUSTOM TREE CARE, INC.**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
3722 SW Spring Creek Ln., Topeka, Kansas 66610

**WHEREAS**, the SBBC is in need of certain Tree Removal & Pruning Services and has selected the VENDOR to provide such Tree Removal & Pruning Services; and

**WHEREAS**, VENDOR is willing to provide such Tree Removal & Pruning Services to the SBBC; and

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 18-209T, Tree Removal & Pruning Services, dated March 1, 2018, and amended by Addendum No. 1 dated March 28, 2018, and Addendum No. 2 dated April 13, 2018 (hereinafter collectively referred to as "RFP"), each of which is incorporated by reference herein, for the purpose of receiving proposals for Tree Removal & Pruning Services; and

**WHEREAS**, VENDOR offered a proposal in response to the RFP (hereinafter referred to as "Proposal") and which is incorporated herein by reference whereby VENDOR proposed to Tree Removal & Pruning Services.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon the execution by all parties and conclude on June 30, 2021. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period.

2.02 **Description of Goods or Services Provided.** VENDOR shall perform the Tree removal and pruning services detailed in the RFP.

2.03 **Cost of Goods or Services and Payment.** Description of Cost of Goods and/or Services provided are described in **Exhibit A – Pricing Schedule**. VENDOR shall provide SBBC with a proper and appropriate invoice monthly with net thirty (30) day payment terms.

2.04 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First:	This Agreement, then;
Second:	Addendum No. 2 to RFP 18-209T, then;
Third:	Addendum No. 1 to RFP 18-209T, then;
Fifth:	RFP 18-209T – Tree Removal & Pruning Services, then;
Sixth:	Proposal submitted by VENDOR in response to RFP 18-209T

2.05 **Disclosure of Education Records.** Although no student education records shall be disclosed pursuant to this Agreement, should VENDOR come into contact with education records during the course of contracted responsibilities, these records are confidential and protected by the Family Educational Rights and Privacy Act (FERPA) and state laws and shall not be used or re-disclosed. Any use or re-disclosure may violate applicable federal and state laws.

2.06 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this

Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand unless otherwise agreed to in writing by both parties.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07 Notice. 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 this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: *Director of Procurement & Warehousing Services*  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

To VENDOR: Greg Gathers  
Custom Tree Care, Inc.  
3722 SW Spring Creek Ln.  
Topeka, Kansas 66610

2.08 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.09 **Public Records.** Any party contracting with SBBC 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 terms and conditions that SBBC 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 exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. 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 acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

2.10 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) **By SBBC:** SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

(b) **By VENDOR:** VENDOR agrees to indemnify, hold harmless and defend SBBC, 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 SBBC, 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 VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of 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 SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.11 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) **General Liability.** VENDOR shall maintain General Liability insurance during the term of this Agreement with limits not less than \$1,000,000 per occurrence for Bodily Injury/Property Damage; \$1,000,000 General Aggregate; and limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

(b) **Professional Liability/Errors & Omissions.** VENDOR shall maintain Professional Liability/Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.

(c) **Workers' Compensation.** VENDOR shall maintain Workers' Compensation insurance during the term of this Agreement in compliance with the limits specified in Chapter 440, Florida Statutes, and Employer's Liability limits shall not be less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

(d) **Auto Liability.** VENDOR shall maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

(e) **Acceptability of Insurance Carriers.** The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.



(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk Management Department before any work commences to permit VENDOR to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.
- 3) Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P.O. Box 4668-ECM, New York, New York 10163-4668.

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is cancelled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

#### 2.12 Nondiscrimination.

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement,

disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2.13 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

2.14 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

2.15 **Incorporation by Reference.** Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

2.16 **Natural Disaster.** VENDOR agrees that SBBC shall be given top priority for use of the VENDOR's resources, and VENDOR shall make available to SBBC all of its resources such as vehicles, equipment, tools and both workforce and management personnel, in the event of a natural disaster such as, but not limited to, a hurricane, tornado, windstorm, flood or fire during the term of award.

2.17 **Delivery & Liquidated Damages.** All assigned work shall be completed within twenty (20) working days after notification to VENDOR. Prior written approval, by the Physical Plant Operations-Grounds Supervisor will be necessary to extend this time frame for larger jobs. All changes must be in writing and approved by the Physical Plant Operations Grounds Supervisor two (2) working days prior to the change in the project. The school's principal or designee shall also be notified by the VENDOR two (2) working days before work begins. A Liquidated Damages amount of Five Hundred Dollars and 00/100 Cents (\$500.00) per day will be assessed if a job is not completed within the given time frame.

2.18 **Protection of Utilities.** The work area may have existing utilities, such as irrigation, phone, electrical, sewers, water, etc. The location of some of these utilities will be identified. However, no guarantee is being made or implied as to these locations being accurate and complete. VENDOR shall verify the location of all such utilities by hand excavation or other appropriate means and shall call SUSHINE ONE at telephone#811 prior to beginning excavation work. Once the work is completed, VENDOR shall repair, replace, and restore immediately all services to any utility or necessary services, which have been disrupted due to contractor activities. As necessary, VENDOR shall engage any outside services required to execute repairs on a round-the-clock basis until interrupted services are restored. VENDOR shall provide and operate any supplemental temporary services to maintain uninterrupted utility service the facility. All costs involved in the repairs and restoration of disrupted utility services shall be borne by VENDOR. The VENDOR shall be responsible for any/all claims made as a result of utility service disruption.

2.19 **VENDOR Accounting Records and Right to Audit Provisions.**

(a) Hazard Control: Store volatile wastes in covered metal containers, and remove from premises daily. Provide adequate ventilation during use of volatile or noxious substances.

(b) Pollution Control: conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

- 1) Do not burn or bury rubbish and waste materials on project site.
- 2) Do not dispose of volatile wastes such as mineral spirits, oil or paint thinner in storm or sanitary sewer.
- 3) Do not dispose of wastes into streams or waterways.

2.20 **Authorization to Perform.** All work must be coordinated through the Supervisor, District Grounds, Physical Plant Operations or designee.

2.21 **Adding or Deleting Sites.** SBBC may, during the term of this Agreement, add or delete service, wholly or in part, at any site. In the event that a site listed herein is deleted, VENDOR shall remove the quoted cost for the container(s) that is deleted from its monthly invoice amount. In the event that a site not listed herein is added to this Agreement, the VENDOR shall invoice the same amount as prices quoted herein for similar container.

**ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor.** The parties to this Agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this

Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC shall be entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws.** Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.07 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida shall have jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.14 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.17 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire,

hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

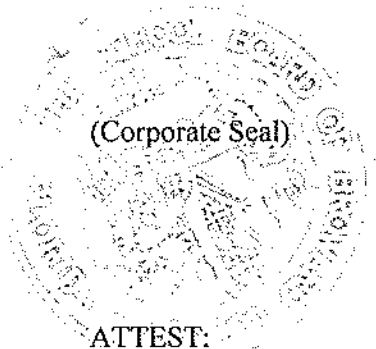
3.19 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.20 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.

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

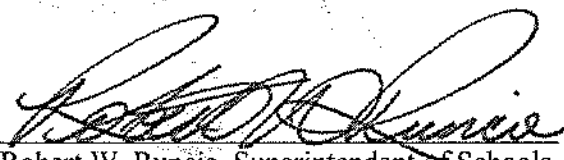
**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**



(Corporate Seal)

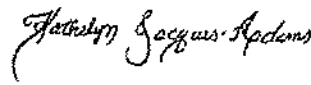
ATTEST:

  
Robert W. Runcie, Superintendent of Schools

**FOR SBBC:**

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By   
Nora Rupert, Chair

Approved as to Form and Legal Content:  
Digitally signed by Kathelyn  
Jacques-Adams, Esq. -  
  
kathelyn.jacques-  
adams@gbrowardschools.com  
Reason: Custom Tree Care, Inc.  
Date: 2018.08.02 12:52:02 -04'00'

Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal) None

ATTEST:

[Signature]  
\_\_\_\_\_, Secretary  
-or-

Custom Tree Care, Inc.

By [Signature]  
\_\_\_\_\_  
Greg Gathers

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Kansas

COUNTY OF Shawnee

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of August, 2018 by Greg Gathers of Custom Tree Care, Inc. on behalf of the corporation/agency.

H/She is personally known to me or produced \_\_\_\_\_ as identification and ~~did~~ did not first take an oath. \_\_\_\_\_ Type of Identification

My Commission Expires: 4-18-2021

[Signature]  
\_\_\_\_\_  
Signature - Notary Public

Dawn R. Stratmann  
\_\_\_\_\_  
Printed Name of Notary



\_\_\_\_\_  
Notary's Commission No.



**Group A**

**COMPLETE SHADE AND PALM TREE REMOVAL INCLUDING CANOPY, TRUNK, STUMP AND ALL SURFACE ROOTS (SPECIFICATIONS- GENERAL AND #1)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
1	0" - 5.99" Diameter Breast Height	Each	\$ 50.00
2	6" - 17.99" Diameter Breast Height	Each	\$ 350.00
3	18" - 29.99" Diameter Breast Height	Each	\$ 675.00
4	30" - 41.99" Diameter Breast Height	Each	\$ 975.00
5	42" - 53.99" Diameter Breast Height	Each	\$ 1,000.00
6	54" - 65.99" Diameter Breast Height	Each	\$ 1,000.00
7	66" and greater Diameter Breast Height	Each	\$ 1,000.00

**STUMPS AND SURFACE ROOT GRINDING OR REMOVAL (SPECIFICATIONS- GENERAL AND #2)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
6	0" - 5.99" Trunk Diameter	Each	\$ 25.00
7	6" - 17.99" Trunk Diameter	Each	\$ 50.00
8	18" - 29.99" Trunk Diameter	Each	\$ 75.00
9	30" - 41.99" Trunk Diameter	Each	\$ 100.00
10	42" - 53.99" Trunk Diameter	Each	\$ 125.00
11	54" - 65.99" Trunk Diameter	Each	\$ 150.00
12	66" and greater Trunk Diameter	Each	\$ 150.00
13	Surface Roots Only	Square Feet	\$ 1.00

**SHADE AND PALM TREE TRIMMING PER ANSI A300 AS CURRENTLY AMENDED, AND BROWARD COUNTY TREE TRIMMER'S LICENSING ORDINANCE (SPECIFICATIONS- GENERAL AND# 3)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
14	0" - 5.99" Diameter Breast Height	Each	\$ 1.00
15	6" - 17.99" Diameter Breast Height	Each	\$ 25.00
16	18" - 29.99" Diameter Breast Height	Each	\$ 35.00
17	30" - 41.99" Diameter Breast Height	Each	\$ 40.00
18	42" - 53.99" Diameter Breast Height	Each	\$ 40.00
19	54" - 65.99" Diameter Breast Height	Each	\$ 40.00
20	66" and greater Diameter Breast Height	Each	\$ 40.00

**FENCE LINE CLEARING, CLASS I & CLASS II (SPECIFICATIONS- GENERAL AND #4)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
21	Class I Fence Line Clearing	Linear Feet	\$ 3.00
22	Class II Fence Line Clearing	Linear Feet	\$ 3.00

**PROVIDING AND PLANTING NEW OR REPLACEMENT SHADE AND PALM TREES (SPECIFICATIONS GENERAL AND #5)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
23	Category 1 Trees - Provide/Deliver/Install	Each	\$ 295.00
24	Category 2 Trees - Provide/Deliver/Install	Each	\$ 295.00
25	Category 3 Trees - Provide/Deliver/Install	Each	\$ 295.00
26	Category 4 Palms - Provide/Deliver/Install	Each	\$ 295.00

**RELOCATING TREES (SPECIFICATIONS- GENERAL AND #6)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
27	0" - 9.99" Diameter Breast Height	Each	\$ 200.00

**STANDING AND STAKING FALLEN TREES (Specifications - General and #9)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
28	0" - 5.99" Diameter Breast Height	Each	\$ 50.00
29	6" - 9.99" Diameter Breast Height	Each	\$ 75.00

**SPECIFICATIONS # 9)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
30	Trees with hangers, dead wood, limb failures, storm damage - greater than 2"	Each tree	\$ 64.00
31	Trees with hangers, dead wood, limb failures, storm damage - less than 2"	Each tree	\$ 35.00

**STUMPS EXTRACTION (SEE SECTION 6, SPECIFICATIONS #9)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
32	0" - 11.99" Diameter	Each	\$ 50.00
33	12" - 23.99" diameter	Each	\$ 100.00
34	24" - 35.99" Diameter	Each	\$ 150.00
35	36" and greater Diameter	Each	\$ 200.00

**VEGETATIVE DEBRIS HAULING (SEE SECTION 6, SPECIFICATIONS #9)**

Item #	Description	Unit of Measure	Price Per Unit of Measure
36	Bulk Loads	Cubic Yard	\$ 7.50
37	Bulk Loads (Reduced loads to be calculated at a 4 to 1 ratio)	Cubic Yard	\$ 30.00

LABOR RATE (FOR RELATED WORK - NON-LINE ITEMS)			
Item #	Description	Unit of Measure	Price Per Unit of Measure
38	Labor Rate, Per Hour, Per Crew (Crew = 3 People + Truck, Wood Chipper, Lift, and Equipment)	Hourly	\$ 165.00
39	Labor Rate, Per Hour, Per Additional Crew Member	Hourly	\$ 40.00

Group B		
Elementary Schools		
School Name	Address	Unit Price
Atlantic West	301 NW 69th Terrace, Margate 33063	\$3,200
Banyan	8800 NW 50th Street, Sunrise 33351	\$3,200
Bayview	1175 Middle River Drive, Ft. Lauderdale 33304	\$3,200
Beachside Montessori Village	2230 Lincoln Street, Hollywood 33020	\$3,200
Bennet	1755 NE 14th Street, Ft. Lauderdale 33304	\$3,200
Bethune, Mary M.	2400 Meade Street, Hollywood 33020	\$3,200
Boulevard Heights	7201 Johnson Street, Hollywood 33024	\$3,200
Broadview	1800 SW 62nd Avenue, North Lauderdale 33068	\$3,200
Broward Estates	441 NW 35th Avenue, Lauderhill 33311	\$3,200
Castle Hill	2640 NW 46th Avenue, Lauderhill 33313	\$3,200
Central Park	777 N Nob Hill Road, Plantation 33322	\$3,200
Challenger	5703 NW 94th Avenue, Tamarac 33321	\$3,200
Chapel Trail	19595 Taft Street, Pembroke Pines 33029	\$3,200
Coconut Creek	500 NW 45th Avenue, Coconut Creek 33066	\$3,200
Coconut Palm	13601 Monarch Lakes Blvd., Miramar 33027	\$3,200
Colbert El	2702 Funston Street, Hollywood 33020	\$3,200
Collins	1050 NW 2nd Street, Dania Beach 33004	\$3,200
Cooper City	5080 SW 92nd Avenue, Cooper City 33328	\$3,200
Coral Cove	5100 SW 148th Avenue, Miramar 33027	\$3,200
Coral Park	8401 Westview Drive, Coral Springs 33067	\$3,200
Coral Springs	3601 NW 110th Avenue, Coral Springs 33065	\$3,200
Country Hills	10550 Westview Drive, Coral Springs 33076	\$3,200
Country Isles	2300 Country Isles Road, Weston 33326	\$3,200
Cresthaven	801 NE 25th Street, Pompano Beach 33064	\$3,200
Croissant Park	1800 SW 4th Avenue, Ft. Lauderdale 33315	\$3,200
Cypress	851 SW 3rd Avenue, Pompano Beach 33060	\$3,200
Dania	300 SE Second Avenue, Dania Beach 33004	\$3,200
Davie	7025 SW 39th Street, Davie 33314	\$3,200
Deerfield Beach	650 NE 1st Street, Deerfield Beach 33441	\$3,200
Deerfield Park	650 SW 3rd Avenue, Deerfield Beach 33441	\$3,200
Dillard	2330 NW 12th Court, Ft. Lauderdale 33311	\$3,200
Discovery	8800 NW 54th Court, Sunrise 33351	\$3,200
Dolphin Bay	16450 Miramar Parkway, Miramar 33027	\$3,200
Drew, Charles	1000 NW 31st Avenue, Pompano Beach 33060	\$3,200
Driftwood	2700 NW 69th Avenue, Hollywood 33024	\$3,200
Eagle Point	100 Indian Trace, Weston 33326	\$3,200
Eagle Ridge	11500 Westview Drive, Coral Springs 33076	\$3,200
Embassy Creek	10905 SE Lake Blvd., Cooper City 33026	\$3,200
Endeavour Primary Learning	2701 NW 56th Avenue, Lauderhill 33313	\$3,200
Everglades	2900 Bonaventure Blvd., Weston 33331	\$3,200
Fairway	7850 Fairway Blvd., Miramar 33023	\$3,200
Flamingo	1130 SW 133rd Avenue, Davie 33325	\$3,200
Floranada	5251 NE 14th Way, Ft. Lauderdale 33334	\$3,200
Forest Hills	3100 NW 85th Avenue, Coral Springs 33065	\$3,200
Foster, Stephen	3471 SW 22nd Street, Ft. Lauderdale 33312	\$3,200
Fox Trail	1250 Nob Hill Road, Davie 33324	\$3,200

Gator Run	1101 Glades Parkway , Weston 33327	\$3,200
Griffin	5050 SW 116th Avenue, Cooper City 33330	\$3,200
Gulfstream Academy K-8 of Hallandale Beach (includes both adjacent school sites)	900 SW 8th Street and 1000 SW 3rd Street, Hallandale Beach 33009	\$3,200
Harbordale	900 SE 15th Street, Ft. Lauderdale 33316	\$3,200
Hawkes Bluff	5900 SW 160th Avenue, Davie 33331	\$3,200
Heron Heights	11010 Nob Hill Road, Parkland 33076	\$3,200
Hollywood Central	1700 Monroe Street, Hollywood 33020	\$3,200
Hollywood Hills	3501 Taft Street, Hollywood 33021	\$3,200
Hollywood Park	901 N 69th Way, Hollywood 33024	\$3,200
Horizon	2101 Pine Island Road, Sunrise 33322	\$3,200
Hunt, James S.	7800 NW 35th Ct., Coral Springs 33065	\$3,200
Indian Trace	400 Indian Trace, Weston 33326	\$3,200
King, Martin Luther/ ESEA Title1	591 NW 31st Avenue, Lauderhill 33311	\$3,200
Lake Forest	3550 SW 48th Avenue, Pembroke Park 33023	\$3,200
Lakeside	900 NW 136th Avenue, Pembroke Pines 33028	\$3,200
Larkdale	3250 NW 12th Place, Lauderhill 33311	\$3,200
Lauderhill Paul Turner/Castle Hill Annex	1500 NW 49th Avenue, Lauderhill 33313	\$3,200
Liberty	2450 Banks Road, Margate 33063	\$3,200
Lloyd Estates	750 NW 41st Street, Oakland Park 33309	\$3,200
Manatee Bay	19200 Manatee Isles Drive., Weston 33332	\$3,200
Maplewood	9850 Ramblewood Drive, Coral Springs 33071	\$3,200
Margate	6300 NW 18th Street, Margate 33063	\$3,200
Markham, C. Robert	1501 NW 15th Avenue, Pompano Beach 33069	\$3,200
Marshall, Thurgood	800 NW 13th Street, Ft. Lauderdale 33311	\$3,200
McNab	1350 SE 9th Avenue, Pompano Beach 33060	\$3,200
Meadowbrook	2300 SW 46th Avenue, Ft. Lauderdale 33317	\$3,200
Miramar	6831 SW 26th Street, Miramar 33023	\$3,200
Mirror Lake	1200 NW 72nd Avenue, Plantation 33313	\$3,200
Morrow	408 SW 76th Terrace, North Lauderdale 33068	\$3,200
Nob Hill	2100 NW 104th Avenue, Sunrise 33322	\$3,200
Norcrest	3951 NE 16th Avenue, Pompano Beach 33064	\$3,200
North Andrews Gardens	345 NE 56th Street, Oakland Park 33334	\$3,200
North Fork	101 NW 15th Avenue Ft. Lauderdale 33311	\$3,200
North Lauderdale	7500 Kimberly Blvd., North Lauderdale 33068	\$3,200
North Side	120 NE 11th Street, Ft. Lauderdale 33304	\$3,200
Nova Blanche Forman	3521 SW Davie Road, Davie 33314	\$3,200
Nova Dwight D. Eisenhower	6501 SW 39th Street., Davie 33314	\$3,200
Oakland Park	936 NE 33rd Street, Oakland Park 33334	\$3,200
Oakridge	1507 N 28th Avenue, Hollywood 33020	\$3,200
Orange Brook	715 S 46th Avenue, Hollywood 33021	\$3,200
Oriole	3081 NW 39th Street, Lauderdale Lakes 33309	\$3,200
Palm Cove	11601 Washington Street, Pembroke Pines 33025	\$3,200
Palmview	2601 NE 1st Avenue, Pompano Beach 33064	\$3,200
Panther Run	801 NW 172nd Avenue, Pembroke Pines 33029	\$3,200
Park Lakes	3925 State Road 7, Lauderdale Lakes 33319	\$3,200
Park Ridge	5200 NE 9th Avenue, Deerfield Beach 33064	\$3,200
Park Springs	5800 NW 66th Terrace, Coral Springs 33067	\$3,200
Park Trails	10700 Trails End, Parkland 33076	\$3,200
Parkside	10257 NW 29th Street, Coral Springs 33065	\$3,200

Pasadena Lakes	8801 Pasadena Blvd., Pembroke Pines 33024	\$3,200
Pembroke Lakes	11251 Taft Street, Pembroke Pines 33026	\$3,200
Pembroke Pines	6700 SW 9th Street, Pembroke Pines 33023	\$3,200
Perry, Annabel C.	6850 SW 34th Street, Miramar 33023	\$3,200
Peters	851 NW 68th Avenue, Plantation 33317	\$3,200
Pines Lakes	10300 Johnson Street, Pembroke Pines 33026	\$3,200
Pinewood	1600 SW 83rd Avenue, North Lauderdale 33068	\$3,200
Plantation	651 NW 42nd Avenue, Plantation 33317	\$3,200
Plantation Park	875 SW 54th Avenue, Plantation 33317	\$3,200
Pompano Beach	700 NE 13th Avenue, Pompano Beach 33060	\$3,200
Quiet Waters	4150 Hillsboro Blvd., Deerfield Beach 33442	\$3,200
Ramblewood	8950 Shadowwood Blvd., Coral Springs 33071	\$3,200
Riverglades	7400 Park Side Drive, Parkland 33067	\$3,200
Riverland	2600 SW 11th Court, Ft. Lauderdale 33312	\$3,200
Riverside	11450 Riverside Drive, Coral Springs 33071	\$3,200
Rock Island	2350 NW 19th Street, Ft. Lauderdale 33311	\$3,200
Royal Palm	1951 NW 56th Avenue, Lauderhill 33313	\$3,200
Sanders Park	800 NW 16th Street, Pompano Beach 33060	\$3,200
Sandpiper	3700 Hiatus Road, Sunrise 33351	\$3,200
Sawgrass	12655 NW 8th Street, Sunrise 33325	\$3,200
Sea Castle	9600 Miramar Blvd., Miramar 33025	\$3,200
Sheridan Hills	5001 Thomas Street, Hollywood 33021	\$3,200
Sheridan Park	2310 N 70th Terrace, Hollywood 33024	\$3,200
Silver Lakes	2300 SW 173rd Avenue, Miramar 33029	\$3,200
Silver Palms	1209 NW 155th Avenue, Pembroke Pines 33028	\$3,200
Silver Ridge	9100 SW 36th Street, Davie 33328	\$3,200
Silver Shores	1701 SW 160th Avenue, Miramar 33027	\$3,200
Stirling	5500 Stirling Road, Hollywood 33021	\$3,200
Sunland Park	919 NW 13th Terrace, Ft. Lauderdale 33311	\$3,200
Sunset Lakes	18400 SW 25th Street, Miramar 33029	\$3,200
Sunshine	7737 W LaSalle Blvd., Miramar 33023	\$3,200
Tamarac	7601 University Drive, Tamarac 33321	\$3,200
Tedder	4157 NE 1st Terrace, Deerfield Beach 33064	\$3,200
Tradewinds	5400 Johnson Road, Coconut Creek 33073	\$3,200
Tropical	1500 SW 66th Avenue, Plantation 33317	\$3,200
Village	2100 NW 70th Avenue, Sunrise 33313	\$3,200
Walker/Dillard Comm. Ctr.	1001 NW 4th Street, Ft. Lauderdale 33311	\$3,200
Watkins	3520 SW 52nd Avenue, Pembroke Park 33023	\$3,200
Welleby	3230 Nob Hill Road, Sunrise 33351	\$3,200
West Hollywood	6301 Hollywood Blvd., Hollywood 33024	\$3,200
Westchester	12405 Royal Palm Blvd., Coral Springs 33065	\$3,200
Westwood Heights	2861 SW 9th Street, Ft. Lauderdale 33312	\$3,200
Wilton Manors	2401 NE 3rd Avenue, Wilton Manors 33305	\$3,200
Winston Park	4000 Winston Park Blvd., Coconut Creek 33073	\$3,200
Young, Virginia Shuman	101 NE 11th Avenue, Ft. Lauderdale 33301	\$3,200

Middle Schools		
School Name	Address	Unit Price
Apollo	6800 Arthur Street, Hollywood 33024	\$3,200
Attucks	3500 N 22nd Avenue, Hollywood 33020	\$3,200
Bair	9100 NW 21st Manor, Sunrise 33322	\$3,200
Coral Springs	10300 W Wiles Road, Coral Springs 33076	\$3,200
Crystal Lake	3551 NE 3rd Avenue, Pompano Beach 33064	\$3,200
Dandy, William	2400 NW 26th Street, Ft. Lauderdale 33311	\$3,200
Deerfield Beach	701 SE 6th Avenue, Deerfield Beach 33441	\$3,200
Driftwood	2751 N 70th Terrace, Hollywood 33024	\$3,200
Falcon Cove	4251 Bonaventure Blvd., Weston 33332	\$3,200
Forest Glen	6501 Turtle Run Blvd., Coral Springs 33067	\$3,200
Glades	16700 SW 48th Court, Miramar 33027	\$3,200
Indian Ridge	1355 Nob Hill Road, Davie 33324	\$3,200
Lauderdale Lakes	3911 NW 30th Avenue, Lauderdale Lakes 33309	\$3,200
Lauderhill 6-12	1901 NW 49th Avenue, Laudherhill 33313	\$3,200
Lyons Creek	4333 Sol Press Blvd., Coconut Creek 33073	\$3,200
Margate	500 NW 65th Avenue, Margate 33063	\$3,200
McNicol	1602 S 27th Avenue, Hollywood 33020	\$3,200
Millennium	5803 NW 94th Avenue, Tamarac 33321	\$3,200
New Renaissance	10701 Miramar Blvd., Miramar 33025	\$3,200
New River	3100 Riverland Road, Ft. Lauderdale 33312	\$3,200
Nova/Mech. Plant	3602 College Avenue, Davie 33314	\$3,200
Olsen	330 SE 11th Terrace, Dania Beach 33004	\$3,200
Parkway	3600 NW 5th Court, Laudherhill 33311	\$3,200
Pines	200 NW Douglas Road, Pembroke Pines 33024	\$3,200
Pioneer	5350 SW 90th Avenue, Cooper City 33328	\$3,200
Plantation	6600 W Sunrise Blvd., Plantation 33313	\$3,200
Pompano Beach	310 NE 6th Street, Pompano Beach 33060	\$3,200
Ramblewood	8505 W Atlantic Blvd., Coral Springs 33071	\$3,200
Rickards, James S.	6000 NE 9th Avenue, Oakland Park 33334	\$3,200
Sawgrass Springs	12500 W Sample Road, Coral Springs 33065	\$3,200
Seminole	6200 SW 16th Street, Plantation 33317	\$3,200
Silver Lakes	7600 Tam O Shanter Blvd., North Lauderdale 33068	\$3,200
Silver Trail	18300 Sheridan Street, Pembroke Pines 33331	\$3,200
Sunrise	1750 NE 14th Street, Ft. Lauderdale 33304	\$3,200
Tequesta Trace	1800 Indian Trace, Weston 33326	\$3,200
Westglades	11000 Holmberg Road, Parkland 33076	\$3,200
Westpine	9393 NW 50th Street, Sunrise 33351	\$3,200
Young, Walter C.	901 NW 129th Avenue, Pembroke Pines 33028	\$3,200

High Schools		
School Name	Address	Unit Price
Anderson, Boyd	3050 NW 41st Street, Lauderdale Lakes 33309	\$3,200
Blanche Ely	1201 NW 6th Avenue, Pompano Beach 33060	\$3,200
Coconut Creek	1400 NW 44th Avenue, Coconut Creek 33066	\$3,200
Cooper City	9401 Stirling Road, Cooper City 33328	\$3,200
Coral Glades	2700 Sportsplex Drive, Coral Springs 33065	\$3,200
Coral Springs	7201 W Sample Road, Coral Springs 33065	\$3,200
Cypress Bay	18600 Vista Park Blvd., Weston 33332	\$3,200
Deerfield Beach	910 SW 15th Street, Deerfield Beach 33441	\$3,200
Dillard 6-12	2501 NW 11th Street, Ft. Lauderdale 33311	\$3,200
Everglades	17100 SW 48th Court, Miramar 33027	\$3,200
Flanagan, Charles W.	12800 Taft Street, Pembroke Pines 33028	\$3,200
Fort Lauderdale	1600 NE 4th Avenue Ft. Lauderdale 33305	\$3,200
Hallandale High School	720 NW 9th Avenue, Hallandale Beach 33009	\$3,200
Hollywood Hills	5400 Stirling Road, Hollywood 33021	\$3,200
McArthur	6501 Hollywood Blvd., Hollywood 33024	\$3,200
Miramar	3601 SW 89th Avenue, Miramar 33025	\$3,200
Monarch	5050 Wiles Road, Coconut Creek 33073	\$3,200
Northeast	700 NE 56th Street, Oakland Park 33334	\$3,200
Nova/HRD	3600 College Avenue, Davie 33314	\$3,200
Piper	8000 NW 44th Street, Sunrise 33351	\$3,200
Plantation	6901 NW 16th Street, Plantation 33313	\$3,200
Pompano Beach/North Area Adm.	600 NE 13th Avenue, Pompano Beach 33060	\$3,200
South Broward	1901 N Federal Highway, Hollywood 33020	\$3,200
South Plantation	1300 Paladin Way, Plantation 33317	\$3,200
Stoneman Douglas	5901 Pine Island Road, Parkland 33076	\$3,200
Stranahan	1800 SW 5th Place, Ft. Lauderdale 33312	\$3,200
Taravella, J.P.	10600 Riverside Drive, Coral Springs 33071	\$3,200
West Broward	500 NW 209th Avenue, Pembroke Pines 33029	\$3,200
Western	1200 SW 136th Avenue, Davie 33325	\$3,200



Centers		
School Name	Address	Unit Price
Arthur Robet Ashe/Adult Ctr	1701 NW 23rd Avenue, Ft. Lauderdale 33311	\$3,200
Atlantic Tech Ctr	4700 Coconut Creek Pkwy, Coconut Creek 33066	\$3,200
Bright Horizon Ctr	3901 NW 1st Terrace, Pompano Beach 33064	\$3,200
Charles Drew Family Resource Ctr	2600 NW 9th Court, Pompano Beach 33069	\$3,200
Community School North	1619 NE 4th Court, Ft. Lauderdale 33304	\$3,200
Cross Creek Ctr	1010 NW 31st Avenue, Pompano Beach 33069	\$3,200
Cypress Run Ed Ctr	2800 NW 30th Avenue, Pompano Beach 33069	\$3,200
Dave Thomas East Ed Ctr	180 SW 2nd Street, Pompano Beach 33060	\$3,200
Dave Thomas Ed Ctr	4690 Coconut Creek Pkwy, Coconut Creek 33063	\$3,200
Lauderdale Manors Ctr	1400 MW 14th Court, Lauderdale Lakes 33311	\$3,200
Wingate Oaks Ctr	1211 NW 33rd Avenue, Ft. Lauderdale 33311	\$3,200
Fire Academy Ctr	2600 SW 71st Terrace, Davie 33314	\$3,200
Gulfstream Center	120 SW 4th Avenue, Hallandale Beach 33009	\$3,200
Henry D. Perry Ed Ctr.	3400 Wildcat Way, Miramar 33023	\$3,200
Lanier-James Ed Ctr	1050 NW 7th Court, Hallandale 33309	\$3,200
McFatter Tech Ctr	6500 Nova Drive, Davie 33317	\$3,200
Pine Ridge Ed Ctr	1251 SW 42nd Avenue, Ft. Lauderdale 33317	\$3,200
Sheridan Tech Ctr	5400 W Sheridan Street, Hollywood 333021	\$3,200
Sheridan Tech High/Sunset Ctr	3775 SW 16th Street, Ft. Lauderdale 33312	\$3,200
Sheridan West Vocational Ctr	20251 Stirling Road, Pembroke Pines 33332	\$3,200
The Quest Ctr	6401 Charleston Street, Hollywood 33024	\$3,200
Whiddon Rogers/Seagull Ed Ctr	700 SE 25th Street, Ft. Lauderdale 33312	\$3,200
Whispering Pines Ed Ctr	3551 SW 89th Avenue, Miramar 33025	\$3,200

Administrative Sites		
School Name	Address	Unit Price
Becon Adm	6600 SW Nova Drive, Davie 33024	\$3,200.00
Edgewood Adm. Complex	1300 S.W. 32 Court, Fort Lauderdale 33315	\$3,200.00
KCW	600 SE 3rd Avenue, Ft. Lauderdale 33312	\$3,200.00
North Area Bus Complex/NA Port Annex Ctr	1751 NW 22nd Avenue, Pompano Beach 33069	\$3,200.00
North Area Bus Garage	2600 NW 18th Terrace, Pompano Beach 33064	\$3,200.00
North Area Maintenance & Warehouse	6501 NW 15th Avenue, Ft. Lauderdale 33309	\$3,200.00
Physical Plant Operations, Zone 2	1560 NW 34th Terrace, Lauderhill 33311	\$3,200.00
Rock Island Annex Adm	2301 NW 26th Street, Ft. Lauderdale 33311	\$3,200.00
South Area Adm Portable Annex	5350 SW 90th Avenue, Cooper City 33328	\$3,200.00
South Area Bus Garage	900 S University Drive, Pembroke Pines 333025	\$3,200.00
South Area Maintenance	1295 N 21st Avenue, Hollywood 33020	\$3,200.00
South Area Portable Annex	201 SW 172nd Avenue, Pembroke Pines 33029	\$3,200.00
TSSC	7720 W Oakland Park Blvd., Sunrise 33351	\$3,200.00
TSSC Annex	7770 W Oakland Park Blvd., Sunrise 33351	\$3,200.00
Twin Lakes Adm	4200 NW 10th Avenue, Oakland Park 33309	\$3,200.00
Twin Lakes Annex	4140 NW 10th Avenue, Oakland Park 33309	\$3,200.00
Twin Lakes/District Maintenance/Warehouse Complex	3810 NW 10th Avenue, Oakland Park 33309 (Entire property on the east side of NW 10th Ave.)	\$3,200.00
Twin Lakes/Pupil Transportation/Vehicle Maintenance/Custodial-Grounds/Warehouse Complex	3895 NW 10th Avenue, Oakland Park 33309 (Entire property on the west side of NW 10th Ave.)	\$3,200.00
West Central Bus Compound	2500 College Avenue, Davie 33314	\$3,200.00



RFP #:	<u>18-209T</u>	Tentative Board Meeting Date*:	<u>JUNE 12, 2018</u>		
RFP Title:	<u>TREE REMOVAL &amp; PRUNING SERVICES</u>	# Notified:	<u>314</u>	# Downloaded:	<u>25</u>
		# of Responses Rec'd:	<u>3</u>	# of "No Bids":	<u>2</u>
For:	<u>PHYSICAL PLANT OPERATIONS</u>	RFP Opening Date :	<u>APRIL 20, 2018</u>		
	(School/Department)				
Fund:	<u>OPERATING BUDGET</u>	Advertised Date:	<u>MARCH 1, 2018</u>		

**POSTING OF RFP RECOMMENDATION/TABULATION:** RFP Recommendations and Tabulations will be posted in the Procurement & Warehousing Services and [www.Demandstar.com](http://www.Demandstar.com) on **5/8/2018 @ 3:00 pm** and will remain posted for 72 hours. Any person who is adversely affected by the decision or intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. The formal written protest shall be filed within ten (10) days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Saturdays, Sundays, state holidays and days during which the District is closed shall be excluded in the computation of the 72-hour time period provided. Filings shall be at the office of the Director of Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Any person who files an action protesting an intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, (SBBC), in an amount equal to one percent (1%) of the estimated value of the contract. Failure to post the bond required by SBBC Policy 3320, Part VIII, Purchasing Policies, Section N, within the time allowed for filing a bond shall constitute a waiver of the right to protest.

(\* The Cone of Silence, as stated in the ITB / RFP / RFQ / HARD BID, is in effect until it is approved by SBBC. The Board meeting date stated above is tentative. Confirm with the Purchasing Agent of record for the actual date the Cone of Silence has concluded.

**RECOMMENDATION TABULATION**

THREE PROPOSALS WERE RECEIVED FOR REQUEST FOR PROPOSAL (RFP) 18-209T. PROPOSALS WERE EVALUATED BY THE DISTRICT'S EVALUATION COMMITTEE CONSISTING OF:

- BERTRAM LEWARS – PROJECT COORDINATOR, PHYSICAL PLANT OPERATIONS
- DAVID MAMMEL – SUPERVISOR II, PHYSICAL PLANT OPERATIONS
- GIANET PUMA – ENERGY ANALYST, ENVIRONMENTAL CONSERVATION/UTILITY MANAGEMENT
- ISRAEL CANALES – SUPERVISOR, PHYSICAL PLANT OPERATIONS
- RON EGGENBERGER – GROUNDS MANAGER, PHYSICAL PLANT OPERATIONS

M/WBE ADVISOR: ANNEMARIE RICHARDS, M/WBE SPECIALIST

BASED UPON THE SECTION 5.0 OF THE RFP, AFTER THE DISTRICT'S EVALUATION COMMITTEE ASSIGNED POINTS, THE COMMITTEE SELECTED THE FOLLOWING FIRM:

ALL COUNTY TREE & LANDSCAPE CO., INC.	GROUP A
CUSTOM TREE CARE, INC.	GROUP A & GROUP B

CONTRACT PERIOD: DATE OF AWARD, THROUGH JUNE 30, 2021.

THIS AWARD SHALL BE CONTINGENT UPON SUCCESSFUL COMPLETION OF A WRITTEN AGREEMENT.

By: Al Shelton Date: MAY 8, 2018  
(Purchasing Agent)

The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination complaint, may call the Executive Director, Benefits & EEO Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call the Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.

**18-209T - Tree Removal Pruning Services  
Score Sheet  
Group A**

18-209T - Tree Removal & Pruning Services	Maximum Points	Bertram Lewars	David Mammel	Israel Canales	Gianet Puma	Ron Eggenberger	Average Points
<b>Experience and Qualifications</b>	<b>40</b>						
All County Tree and Landscape Co., Inc.		36	39	30	33	35	34.6
Custom Tree Care, Inc.		27	18	30	27	29	26.2
<b>Cost of Services</b>	<b>50</b>						
All County Tree and Landscape Co., Inc.		50	50	50	50	50	50.0
Custom Tree Care, Inc.		34.7	34.7	34.7	34.7	34.7	34.7
<b>M/WBE</b>	<b>10</b>						
All County Tree and Landscape Co., Inc.		0	0	0	0	0	0
Custom Tree Care, Inc.		10	10	10	10	10	10
<b>Total Score</b>	<b>100</b>						
All County Tree and Landscape Co., Inc.							84.6
Custom Tree Care, Inc.							70.9

**18-209T - Tree Removal Pruning Services  
Score Sheet  
Group B**

<b>18-209T - Tree Removal &amp; Pruning Services</b>	<b>Maximum Points</b>	<b>Bertram Lewars</b>	<b>David Mammel</b>	<b>Israel Canales</b>	<b>Gianet Puma</b>	<b>Ron Eggenberger</b>	<b>Average Points</b>
<b>Experience and Qualifications</b>	<b>40</b>						
All County Tree and Landscape Co., Inc.		36	39	30	33	35	34.6
Custom Tree Care, Inc.		27	18	30	27	29	26.2
Innovative Environmental Services, Inc.		32	38	25	35	40	34.0
<b>Cost of Services</b>	<b>50</b>						
All County Tree and Landscape Co., Inc.		33.5	33.5	33.5	33.5	33.5	33.5
Custom Tree Care, Inc.		50	50	50	50	50	50.0
Innovative Environmental Services, Inc.		22.1	22.1	22.1	22.1	22.1	22.1
<b>M/WBE</b>	<b>10</b>						
All County Tree and Landscape Co., Inc.		0	0	0	0	0	0
Custom Tree Care, Inc.		10	10	10	10	10	10
Innovative Environmental Services, Inc.		10	10	10	10	10	10
<b>Total Score</b>	<b>100</b>						
All County Tree and Landscape Co., Inc.							68.1
Custom Tree Care, Inc.							86.2
Innovative Environmental Services, Inc.							66.1



**PROCUREMENT & WAREHOUSING SERVICES**

**FINANCIAL ANALYSIS WORKSHEET**

**BID INFORMATION**

New Bid # (Ex: 10-004R):	18-209T	Preparation Date:	August 6, 2018
Previous Bid # (Ex: 10-004R):	15-015T	Buyer/PA:	AL SHELTON
New Bid Award Total:	\$1,410,000	Bid Title:	TREE REMOVAL AND PRUNING SERVICES
Previous Award Total:	\$2,500,000		
Bid Type:	NEW BID		
Previous Bid Term (Start Date):	8/20/2014	New Bid Term (in Months):	35
Previous Bid Term (End Date):	11/30/2017	# of Months Into Bid:	48

**SPEND REPORTING**

Purchase Order(s) Spend:	\$1,929,677
P Card Purchases:	\$200
Total Invoiced-to-Date Amount (PO + Pcard Purchases):	\$1,929,877
Average Monthly Expenditure:	\$40,206
Unused Authorized Spending:	\$570,123
Est. Forecasted Spend (For Entire Bid Term):	\$1,407,202

**VENDOR INFORMATION**

Awarded Vendors:	M/WBE Status (if applicable):	Spend:
105984-ALL COUNTY TREE & LANDSCAPING		\$ 1,428,233
102824-GREEN HORIZON SERVICES INC		\$ 480,604
119666-ELAN LAWN AND LANDSCAPING		\$ 20,840
	<b>PO/INVOICE SPEND</b>	\$ 1,929,677
	<b>PCARD SPEND</b>	\$ 200
	<b>TOTAL SPEND</b>	\$ 1,929,877

NOTES (Type Below):

All information included in this summary is based on the preparation date listed above and may change at any time beyond that date.