



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the contract amendment to the previously approved agreement for Tree Trimming and Removal Services (ITB-2019-107-OA) with The Green Experts, Inc. to provide tree trimming and removal services collegewide. Fiscal Impact: No Additional Fiscal Authority Requested (cumulative total: \$841,000.00).

Presenter(s): Ana Ovalles, AVP Facilities Planning & Capital Budgets

What is the purpose of this contract and why is it needed?

This is a request for a contract amendment to include a third one-year renewal option and price increase of 5% to the previously approved agreement for Tree Trimming and Removal Services (ITB-2019-107-OA) with The Green Experts, Inc. to provide services including tree pruning, tree removal, clearing & trimming of shrubs, re-planting leaning or fallen trees, and stump grinding in preparation for hurricane season and on an as-needed basis for collegewide landscape projects.

Contract Term: 3-Year original term from July 1, 2019 to June 30, 2022 approved per MT 5768.

Renewal(s): The contract has two (2) additional one-year renewals after June 30, 2022.

Previously Approved:

1st Renewal Option from July 1, 2022, until June 30, 2023.

2nd Renewal Option from July 1, 2023 to June 30, 2024, with fiscal increase per MT 11119.

Requesting Approval on this Item for:

Contract amendment to add a third (3rd) one-year renewal option from July 1, 2024 to June 30, 2025, with price increase (5%) for this renewal period.

The BOT Committee on Contracts and Procurement on 01/23/2024 approved the recommendation from Procurement Services to add a third one-year renewal option to the solicitation contracts that had only two (2) one-year renewal options when and if in best interest of the College as per F.S. 287.057(14).

What procurement process or bid waiver was used and why?

A competitive solicitation process (Invitation To Bid - ITB) per FDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34 was used - (ITB-2019-107-OA - Tree Trimming and Removal Services).

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?

Yes, we utilize this vendor annually.

What fund, cost center and line item(s) were used?

Fund 100, CC0143 Grounds Maintenance, Landscaping (GLC 62500).

Has Broward College used this vendor before for these products or services?

Yes, we use this vendor annually to provide this service.

Was the product or service acceptable in the past?

Yes this vendor provides a professional tree trimming service.

Was there a return on investment anticipated when entering this contract?

Yes, this service provides a clean and safe environment collegewide, by trimming and removing overgrown tree branches or removing dead trees.

Was that return on investment not met, met, or exceeded and how?

The return was met by maintaining a environmental friendly space that is cohesive for outdoor learning.

Does this directly or indirectly feed one of the Social Enterprise tactics and how?

Directly feeds one of the tactic by offering a comfortable learning environments for students, faculty and staff.

Did the vendor amend Broward College’s legal terms and conditions [to be answered by the Legal Office] if the College’s standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: No Additional Fiscal Requested . Estimated Cumulative Total: \$841,000.00

04/16/24 CC0143 · Grounds Maintenance (\$200,000.00)

Elizabeth Beavin
Elizabeth Beavin

4/3/2024

Donald Astrab
Donald Astrab, VP, Academic Operations, Analytics, & Comm

4/3/2024

APPROVAL PATH: 11979: Tree Trimming and Removal Services (ITB-2019-107-OA) 3rd Renewal & Amendment

Workflow Edit View Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Kenneth Klindt	SAVP, Facilities Management		Completed	
2	Donald Astrab	Chief Operating Officer		Completed	
3	Natalia Triana-Aristizabal	Contracts Coordinator		Completed	
4	Zaida Riollano	Procurement Approval		Completed	
5	Rabia Azhar	CFO Review		Completed	
5	Christine Sims	Budget Departmental Review		Completed	
5	Legal Services Review Group	Review and Approval for Form and		Completed	
6	Board Clerk	Agenda Preparation		Completed	
7	District Board of Trustees	Meeting	06/25/24 01:00 PM	Pending	
8	Electronic Signature(s)	Signatures obtained via DocuSign b		Pending	
9	Natalia Triana-Aristizabal	Contracts Coordinator		Pending	

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EXHIBIT A-1 PRICE - REVISED

Prices offered shall remain firm for the initial three (3) year contract.

Description	Estimated Quantity per Year	Unit of Measure	(x) Unit Price	(=) Total
Tree Trimming/Pruning*	500	Hour	\$113.40	\$56,700.00
Tree Removal/Stump Grinding*	250	Hour	\$113.40	\$28,350.00
Straightening of leaning or fallen trees*	100	Hour	\$113.40	\$11,340.00
Re-planting of fallen trees*	100	Hour	\$113.40	\$11,340.00
Root Pruning**	50	Hour	\$37.80	\$1,890.00
Grand Total				\$109,620.00

To clarify the ITB, for labor less than one hour, the rate will be prorated accordingly.

* Minimum three (3) person crew includes all labor, materials, and equipment necessary to complete work.

** Includes root barrier, fertilization, and watering when required.



**AMENDMENT #1 TO TREE TRIMMING AND REMOVAL SERVICES
AGREEMENT**

THIS AMENDMENT is made and entered into as of the effective date of this amendment,
which is the date of the last parties signature,
by and between

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA
(hereafter referred to as BC),
a political subdivision of the State of Florida,
whose mailing address is
111 East Las Olas Blvd, Fort Lauderdale, Florida 33301

and

THE GREEN EXPERTS. INC.
(hereafter referred to as Vendor),
a company,
who is located at
4121 SW 47th Ave #1335, Davie, Florida 33314

WHEREAS, the parties entered an Agreement for TREE TRIMMING AND REMOVAL SERVICES (ITB-2019-107-OA) with an Effective Date of July 01, 2019;

WHEREAS, the parties seek to amend the Agreement to include a third additional one-year renewal period; and

WHEREAS, the parties desire to amend the Agreement with revised pricing and a new Exhibit A-1 Price.

NOW and **THEREFORE**, the Agreement is amended as follows:

1. The contract is renewed and extended for the period from July 01, 2024, to June 30, 2025.
2. The attached Exhibit A-1 Price with increased pricing shall replace the current exhibit in the contract. This revised exhibit will be effective for the renewal period.
3. **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.

4. **No further amendments.** All remaining terms in the Agreement remain the same, including but not limited to any termination rights granted to the College in the agreement, which all parties hereto acknowledge and agree remains in full force and effect as applicable to any and all agreements, addendums and/or amendments applicable hereto.

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

FOR VENDOR

THE GREEN EXPERTS, INC.

By _____

Name _____

Title _____

FOR BC

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA

By _____

Name _____

Title _____



Contract for Services

Statement of Work

Exhibit "A"

Purpose

This Contract is for Tree Trimming and Removal Services as specified herein. The scope of requirements includes, but is not limited to: furnish all labor, equipment, and material necessary to maintain the service in the highest quality condition throughout the year as outlines in the specifications contained herein. Requested services includes all aspects of tree pruning (e.g. training of young trees, crown cleaning, crown lifting, crown reduction, subordination of multiple leaders, maintenance pruning), tree removal, clearing & trimming of shrubs, replanting leaning or fallen trees, and stump grinding at the various campus locations. As specified, prices quoted shall include all labor, equipment, and material to the specified College campus(es) and/or center(s) within Broward County, Florida. The Vendor will receive individual purchase orders specifying the ship to address. The College locations may issue open (blanket) purchase orders as required. Receipt of open orders does not authorize the release or shipment of any goods or services. For all open orders, items will be ordered on an as needed basis using an order form. Shipments received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by the College as a result.

Contract Term and Renewals

The contract shall commence on the date of the last executed signature and continuing for a period of three (3) years. The term of the contract may, by mutual agreement between the College and the Vendor, upon final College approval, be renewed for two (2) additional one-year periods, and if needed, extended for 90 days beyond the expiration date of the final renewal period. Procurement Services Department will, if considering renewal, request a letter of intent to renew from the Vendor. The Vendor will be notified when the recommendation has been acted upon by the College. All prices submitted shall be firm for the term of the contract unless agreed to otherwise in writing.

Probation Period

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

A handwritten signature in the bottom right corner of the page.



Scope of Work

The requirements, work descriptions, scope of work, etc. identified in ITB-2019-107-OA including Addendum #1 to the ITB are incorporated herein by reference. The pricing for this contract is attached and marked as Exhibit A-1.

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**CONTRACT FOR SERVICES
TERMS AND CONDITIONS**

This contract for services ("Contract") is entered into as of _____ 2019 between the District Board of Trustees of Broward College, Florida ("College") _____ and The Green Experts, Inc. _____ ("Vendor") (collectively, the "Parties"), will be in effect until 3 years after date of execution ("Contract").

1. INVOICES AND PAYMENTS.

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

2. INDEMNIFICATION.

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

3. INDEMNIFICATION FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY CLAIMS.

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

4. TERMINATION FOR DEFAULT.

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

5. TERMINATION FOR CONVENIENCE.

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

6. AUDIT.

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

7. NONDISCRIMINATION.

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

8. PUBLIC ENTITY CRIMES/SDN LIST.

The Vendor, by its execution of this Contract, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, affiliates or consultants who shall perform work which is intended to benefit the College, is a State of Florida convicted vendor or is included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Contract shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

9. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.

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

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

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

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



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

10. NO WAIVER OF SOVEREIGN IMMUNITY.

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

11. COLLEGE'S TAX EXEMPTION.

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

12. ASSIGNMENT/GUARANTOR.

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

13. FORCE MAJEURE.

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

14. AMENDMENTS.

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

15. ENTIRE AGREEMENT.

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

16. COMPLIANCE.

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

17. APPLICABLE LAW/VENUE.

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

18. VENDOR NOT TO LIMIT WARRANTY.

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

19. TERMS/PROVISIONS.

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

20. STATEMENT OF SERVICES.

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

21. COMPENSATION/CONSIDERATION.

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

22. INSURANCE.

The insurance requirements in terms of types of insurance and the amount of insurance will vary depending on the Statement of Work. The College will determine the amounts and types of insurance required, if any, for the work performed. The Vendor shall procure and maintain, through the term of this Contract, insurance coverage required by the College, each with a limit of not less than \$2,000,000 in general liability insurance, \$1,000,000 in automobile liability insurance, \$1,000,000 in professional liability insurance, and all Florida statutorily required workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the Vendor. The Vendor must provide a Certificate of Insurance completed in full, indicating the producer, insured, carrier's name, and Best rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the College as an additional insured as required. No work is authorized until such time as the College has received a Certificate of Insurance in compliance with the above requirements.

23. OWNERSHIP.

The College shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the Vendor under this Contract. The Vendor shall grant to the College a perpetual, non-transferable, exclusive right to use any proprietary software, if any. Any equipment purchased by the Vendor with College funding shall be returned and title transferred from the Vendor to the College upon expiration or termination of the Contract.

24. COMPLIANCE/LICENSES.

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

25. **INDEPENDENT CONTRACTOR.**

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

26. **DISPUTES.**

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

27. **IMMIGRATION.**

The Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the Contract. The Vendor shall maintain records verifying the rate of pay for each employee working on this Contract and make such records available for inspection on demand by the College. Failure to comply with these provisions shall be a material breach of the Contract and cause for termination of the Vendor.

28. **CHANGE IN PERSONNEL.**

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

29. **BACKGROUND CHECKS.**

This clause applies to long term Vendors working on site, including, but not limited to, Childcare services, Janitorial Services, Food Services and Security. Vendor shall conduct thorough background checks for all of the Vendor's employees or hired workers who will be working on any College site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION." After reviewing the results of the background check, the Vendor shall determine whether the Vendor's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the College. The College

will rely on the Vendor's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the College, based on the background check conducted by the Vendor. Prior to allowing any employees or hired workers to work on-site at College facilities, the Vendor will provide written verification to the College that a complete background check, as described above, was conducted for any such employee or hired worker. The Vendor will place the above language in any contract that it has with its subcontractors and is responsible for enforcement of this provision.

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

30. MARKETING.

Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Contract without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

31. EMPLOYMENT BENEFITS.

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

32. STOP WORK ORDER.

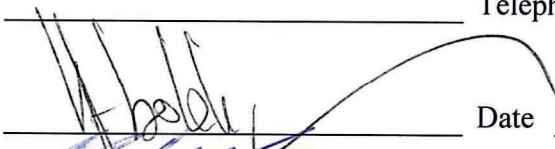
The College may order that all or part of the work stop if circumstances dictate that this action is in the College's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the College's Board of Trustees, a condition of immediate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

33. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any additional terms and conditions and they are contained in Exhibit "C."

College Vendor

FOR VENDOR USE ONLY

Vendor Name (type)	<u>THE GREEN EXPERTS, INC.</u>	Tax ID No.	<u>20-3162581</u>
Authorized Representative	<u>Bert Bolduc</u>	Title	<u>President</u>
Address	<u>4121 SW 47th Avenue # 1335, Davie, FL 33314</u>	Telephone	<u>954-609-6239</u>
Signature of Vendor		Date	_____
Attested By Name (type)	<u>P.R. Clifford</u>	Title	<u>PARTNER</u>
Signature of Attester	<u>P.R. Clifford</u>	Date Signed	_____

FOR COLLEGE USE ONLY

Contract Originator Name _____ Title _____

Signature _____ Date _____

AVP/Dean Name _____ Title _____

Signature _____ Date _____

Campus President/VP Name _____ Title _____

Signature _____ Date _____

Senior Vice President John Dunnuck Title Vice President, Operations

Signature _____ Date 7/1/2019



IF REQUIRED

College President Name _____

Signature _____ Date _____

Approved as to Form and Legality

Signature _____ Date _____

Board Chairperson Name _____

Signature _____ Date _____

EXHIBIT A-1 PRICE

Prices offered shall remain firm for the initial three (3) year contract.

Description	Estimated Quantity per Year	Unit of Measure	(x) Unit Price	(=) Total
Tree Trimming/Pruning*	500	Hour	\$108.00	\$54,000.00
Tree Removal/Stump Grinding*	250	Hour	\$108.00	\$27,000.00
Straightening of leaning or fallen trees*	100	Hour	\$108.00	\$10,800.00
Re-planting of fallen trees*	100	Hour	\$108.00	\$10,800.00
Root Pruning**	50	Hour	\$36.00	\$1,800.00
Grand Total				\$104,400.00

To clarify the ITB, for labor less than one hour, the rate will be prorated accordingly.

* Minimum three (3) person crew includes all labor, materials, and equipment necessary to complete work.

** Includes root barrier, fertilization, and watering when required.



Contract for Services

Statement of Work

Exhibit "A"

Purpose

This Contract is for Tree Trimming and Removal Services as specified herein. The scope of requirements includes, but is not limited to: furnish all labor, equipment, and material necessary to maintain the service in the highest quality condition throughout the year as outlines in the specifications contained herein. Requested services includes all aspects of tree pruning (e.g. training of young trees, crown cleaning, crown lifting, crown reduction, subordination of multiple leaders, maintenance pruning), tree removal, clearing & trimming of shrubs, replanting leaning or fallen trees, and stump grinding at the various campus locations. As specified, prices quoted shall include all labor, equipment, and material to the specified College campus(es) and/or center(s) within Broward County, Florida. The Vendor will receive individual purchase orders specifying the ship to address. The College locations may issue open (blanket) purchase orders as required. Receipt of open orders does not authorize the release or shipment of any goods or services. For all open orders, items will be ordered on an as needed basis using an order form. Shipments received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by the College as a result.

Contract Term and Renewals

The contract shall commence on the date of the last executed signature and continuing for a period of three (3) years. The term of the contract may, by mutual agreement between the College and the Vendor, upon final College approval, be renewed for two (2) additional one-year periods, and if needed, extended for 90 days beyond the expiration date of the final renewal period. Procurement Services Department will, if considering renewal, request a letter of intent to renew from the Vendor. The Vendor will be notified when the recommendation has been acted upon by the College. All prices submitted shall be firm for the term of the contract unless agreed to otherwise in writing.

Probation Period

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

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Scope of Work

The requirements, work descriptions, scope of work, etc. identified in ITB-2019-107-OA including Addendum #1 to the ITB are incorporated herein by reference. The pricing for this contract is attached and marked as Exhibit A-1.

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

Name (Please Print) THE GREEN EXPERTS, INC.

Contract/Work Order/Purchase Order (P.O.) # _____

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

As the Contractor's representative, without limitation thereto, I, Bert Bolduc,
(Contractor) acknowledge that I have received and reviewed the following:

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

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

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

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

I recognize and understand that no remote access technology or device is to be attached to College IT resources or the information technology systems infrastructure to effect access

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without the express authorization of the IT Department Director or Information Technology Senior Advisor or their duly authorized delegates. Non-College equipment or other resources used by me to connect to College IT resources, systems or services will be subject to the same laws, rules and regulations as College-owned IT resources.

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

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

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

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

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

