

**Bid Tabulation Packet  
for  
Solicitation F-4614-19-PB**

**Beach Cleanup**

**Bid Designation: Public**



**City of Hollywood, Florida**

**Bid #F-4614-19-PB - Beach Cleanup**Creation Date **May 13, 2019**End Date **Jun 6, 2019 3:00:00 PM EDT**Start Date **May 14, 2019 2:37:28 PM EDT**Awarded Date **Not Yet Awarded**

F-4614-19-PB--01-01 Monthly Fixed Rate					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Beach Raker LLC	First Offer - \$25,000.00	10 / month	\$250,000.00	Y	Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Price is based on 10 months continual service and excludes dump and hauling fees			
Lil Mo Marine Services	First Offer - \$36,628.75	10 / month	\$366,287.50	Y	Y
<b>Product Code:</b> <b>Agency Notes:</b>		<b>Supplier Product Code:</b> <b>Supplier Notes:</b>			

**Supplier Totals**

f Beach Raker LLC		\$250,000.00	
Bid Contact <b>Steven Sterneck</b> <b>steve@floridabeachraker.com</b> <b>Ph 954-560-3906</b>		Address <b>POMPANO BEACH, FL 33060</b>	
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
		<b>Head Attch:</b> 	
f Lil Mo Marine Services		\$366,287.50	
Bid Contact <b>Aaron Barrett</b> <b>jessica@lilmoservices.com</b> <b>Ph 941-531-2541</b>		Address <b>1322 SE 46th Ln #102</b> <b>Cape Coral , FL 33904</b>	
Bid Notes <b>Please see attachment for list of equipment &amp; employees.</b>			
<b>Agency Notes:</b>		<b>Supplier Notes:</b>	
		Please see attachment for list of equipment & employees. <b>Head Attch:</b> 	

**Award Total**

\$366,287.50 (Does not apply to percentage or no price items.)

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## Beach Raker LLC

Bid Contact **Steven Sterneck**  
**steve@floridabeachraker.com**  
**Ph 954-560-3906**

Address **POMPANO BEACH, FL 33060**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
F-4614-19-PB--01-01	Monthly Fixed Rate	<b>Supplier</b> <b>Product</b> <b>Code:</b> <b>Supplier</b> <b>Notes:</b> Price is based on 10 months continual service and excludes dump and hauling fees	First Offer - \$25,000.00	10 / month \$250,000.00	Y	Y

Supplier Total **\$250,000.00**

**Beach Raker LLC****Item: Monthly Fixed Rate****Attachments**

Equipment List Hollywood F-4614-19-PB.pdf

Submittles Hollywood F-4614-19-PB.docx

Liability Cert Hollywood F-4614-19-PB.pdf

Workers Comp Cert Hollywood F-4614-19-PB.pdf

Equipment Methods Overview Hollywood F-4614-19-PB.doc

Business License Hollywood F-4614-19-PB.pdf

References Hollywood F-4614-19-PB.pdf

Protection of Air Quality Hollywood F-4614-19-PB.docx

## Equipment List

### Tractors – Beach Cleaning Equipment

Note: The tractors below can be used to rake the beach at the seaweed line using one of our patented seaweed rakes, and/or used to pull one of our sand sifting pieces of equipment below.

<b>MANUFACTURER MODEL</b>	<b>USE</b>	<b>YEAR</b>	<b>OWNER</b>
Kubota M6-111	Tractor, Seaweed Rake, Sand Sifting	2019	Beach Raker
Kubota M6-111	Tractor, Seaweed Rake, Sand Sifting	2019	Beach Raker
Kubota M6-111	Tractor, Seaweed Rake, Sand Sifting	2019	Beach Raker
Kubota M6-111	Tractor, Seaweed Rake, Sand Sifting	2019	Beach Raker
Kubota M5-111	Tractor, Seaweed Rake, Sand Sifting	2019	Beach Raker
Kubota 7060	Tractor, Seaweed Rake, Sand Sifting	2018	Beach Raker
Kubota M5-111	Tractor, Seaweed Rake, Sand Sifting	2018	Beach Raker
Kubota M6S-111	Tractor, Seaweed Rake, Sand Sifting	2018	Beach Raker
Kubota M7060-HDC	Tractor, Seaweed Rake, Sand Sifting	2018	Beach Raker
Kubota M65-111	Tractor, Seaweed Rake, Sand Sifting	2017	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2015	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2015	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2015	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2015	Beach Raker
Kubota M7040	Tractor, Seaweed Rake, Sand Sifting	2015	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2014	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2014	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2012	Beach Raker
Kubota M108SHDC	Tractor, Seaweed Rake, Sand Sifting	2012	Beach Raker
Kubota M8540	Tractor, Seaweed Rake, Sand Sifting	2012	Beach Raker

## Beach Sifting &amp; Cleaning Equipment

Note: The equipment below is towed by one of the tractors above with the exception of the Cherrington 3000 Sifter which is self-propelled.

MANUFACTURER/MODEL	USE	YEAR	OWNER
Beach Tech 3000	Sand Screening & Sifting	1999	Beach Raker
Beach Tech 2800	Sand Screening & Sifting	2016	Beach Raker
Beach Tech 2800	Sand Screening & Sifting	2012	Beach Raker
Beach Tech 2800	Sand Screening & Sifting	2006	Beach Raker
Beach Tech 2000	Sand Screening & Sifting	2008	Beach Raker
Barber Surf Rake 600HD	Rotating Tine Sand Cleaning	2010	Beach Raker
Barber Surf Rake 600HD	Rotating Tine Sand Cleaning	2012	Beach Raker
Barber Surf Rake 600HD	Rotating Tine Sand Cleaning	2007	Beach Raker
Barber Surf Rake 600HD	Rotating Tine Sand Cleaning	2007	Beach Raker
Barber Surf Rake 600HD	Rotating Tine Sand Cleaning	2006	Beach Raker
Barber Surf Rake 600HD	Rotating Tine Sand Cleaning	2006	Beach Raker
Barber Surf Rake 600HD	Rotating Tine Sand Cleaning	2002	Beach Raker
Barber Surf Rake 400HD	Rotating Tine Sand Cleaning	2011	Beach Raker
Barber Surf Rake 400HD	Rotating Tine Sand Cleaning	2006	Beach Raker
Cherrington 740XL Sifter	Sand Screening & Sifting	2012	Beach Raker
Cherrington 3000 Sifter	Sand Screening & Sifting	2012	Beach Raker
Cherrington 3000	Sand Screening & Sifting	1999	Beach Raker
Barber Sandman 850 Walk Behind	Sand Screening & Sifting	2011	Beach Raker
Barber Sandman850 Walk Behind	Sand Screening & Sifting	2011	Beach Raker

## Trucks, Trailers and Utility Vehicles

MANUFACTURER	USE	YEAR	OWNER
Kubota SVL-75	Erosion Control, Beach Repair	2017	Beach Raker
Ford F-650	Debris & Trash Removal, Transport	2000	Beach Raker
Ford F-550	Debris & Trash Removal, Transport	2019	Beach Raker
Ford F-550	Debris & Trash Removal, Transport	2018	Beach Raker
Ford F-550	Debris & Trash Removal, Transport	2017	Beach Raker
Ford F-450	Debris & Trash Removal, Transport	2004	Beach Raker
Ford F-150	Debris & Trash Removal, Transport	2018	Beach Raker
Ford F-150	Debris & Trash Removal, Transport	2017	Beach Raker
Ford Ranger	Debris & Trash Removal, Transport	2004	Beach Raker
Ford Ranger	Debris & Trash Removal, Transport	2004	Beach Raker
Chevy 2500	Service Truck Debris & Trash Removal	1995	Beach Raker
23' PJ Trailer	Transportation Debris Removal	2019	Beach Raker
40' Big Tex Trailer	Transportation Debris Removal	2019	Beach Raker
23' Trailer - BCJ Ent 10 Ton	Transportation Debris Removal	2008	Beach Raker
25,000 lb Big Tex DU Dump Trailer	Transportation Debris Removal	2019	Beach Raker
25,000 lb Maxx D Dump Trailer	Transportation Debris Removal	2019	Beach Raker
14' Iron Dog High Sided Dump Trailer	Transportation Debris Removal	2017	Beach Raker

14' Big Tex Dump Trailer	Transportation Debris Removal	2017	Beach Raker
6'-0 Trailer	Transportation, Debris Removal	2011	Beach Raker
6'-0 Trailer	Transportation, Debris Removal	2009	Beach Raker
18' Trailer	Storage	1997	Beach Raker
12' Trailer	Storage		Beach Raker
18' Trailer	Storage		Beach Raker
Polaris 500	Turtle Monitoring Debris Removal	2019	Beach Raker
Polaris 570	Turtle Monitoring Debris Removal	2019	Beach Raker
Polaris 900	Turtle Monitoring Debris Removal	2015	Beach Raker
Suzuki LTE	Turtle Monitoring Debris Removal	2013	Beach Raker
Bobcat 2200	Debris & Trash Removal	2010	Beach Raker

## GPS Devices Used For Turtle Nest Monitoring

MANUFACTURER	USE	YEAR	OWNER
Trimble GeoXT 6000	Turtle Nest Monitoring	2017	Beach Raker
Trimble GeoXT 6000	Turtle Nest Monitoring	2012	Beach Raker
Trimble GeoXT 6000	Turtle Nest Monitoring	2012	Beach Raker
Trimble GeoXT 6000	Turtle Nest Monitoring	2012	Beach Raker

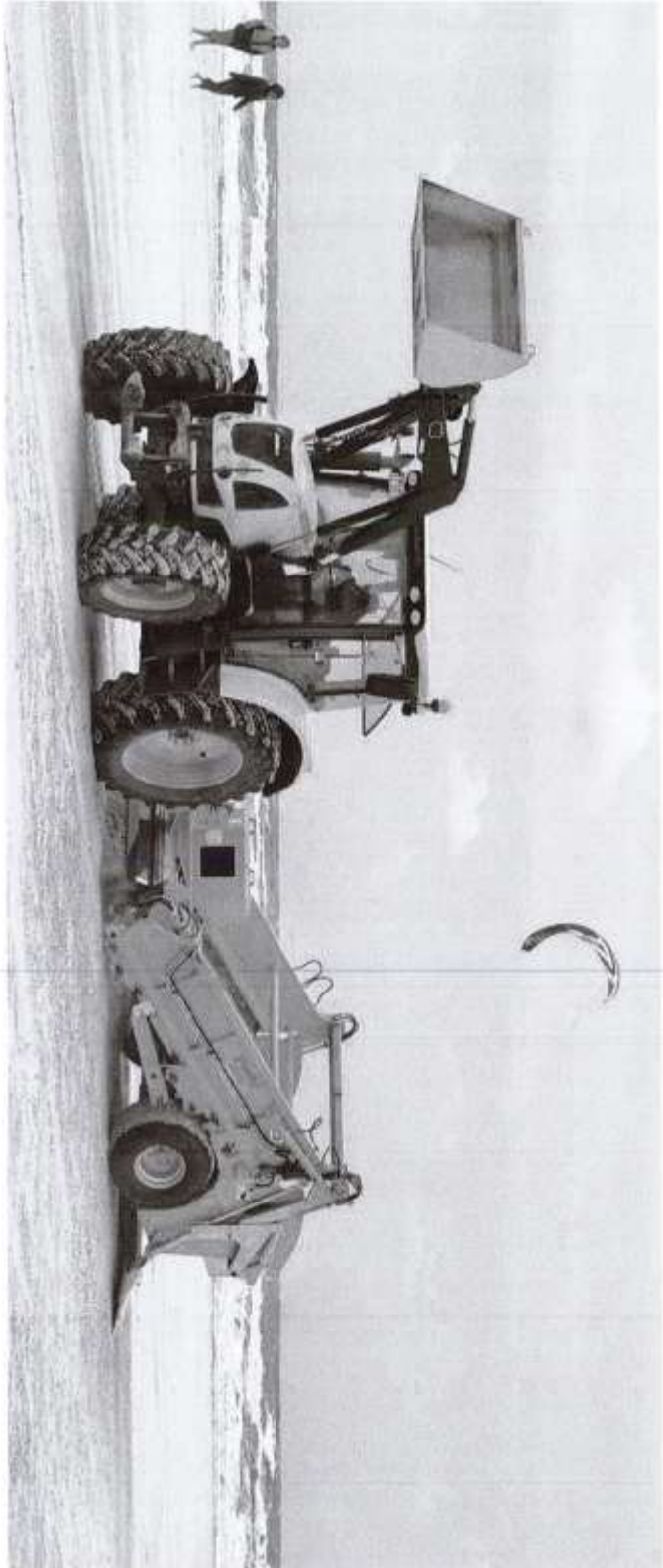


# BEACH CLEANING SERVICES

## **A. Submittals:**

Submittals are required for the following:

1. Cherrington Beach Cleaner or equivalent (as approved by the Director of Public Works) – specification and data sheets

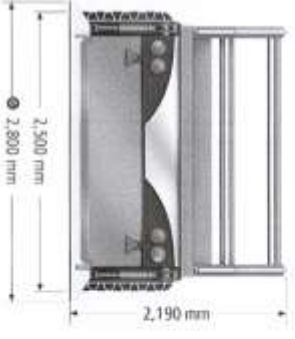



## BeachTech 2800 One for all


### As far as the beach stretches

BeachTech 2800 is the all-rounder for medium and large beaches. Despite its compact size the BeachTech 2800 has a broad working width of 2.50 m, resulting in coverage of up to 30,000 m<sup>2</sup> per hour. The patented raking, screening and combined cleaning technology guarantees the highest quality and simple operation. Thanks to the unloading height of 2.60 m, the collected waste can be tipped directly onto a truck or into a container.


The BeachTech 2800 comes as standard with an integrated tension roller, screening belt reverse valve, low-maintenance spline-mounted pump, hydraulic lifting finisher and broad tyres. The strong drive of the pick-up roller ensures extremely high performance and very thorough sifting – even on wet sand. In terms of economy the BeachTech 2800 is first class: broad, but compact and light, it drastically reduces the tractor's fuel consumption.




**Working width**  
Working width 2.50 m for coverage of up to 30,000 m<sup>2</sup>/h




**Spline-mounted pump**  
The low-maintenance spline-mounted pump minimises the turning circle.




**Tension roller**  
Tensioning of the screening belt prevents a loss in performance.




**Under the hood**  
Tank, radiator and control block are quick and easy to access for all inspection and service work.



**Collecting tank**  
The collecting tank has a loading volume of 2.8 m<sup>3</sup>. Unloading height of 2.60 m (in DIN containers or directly onto a truck).



**Hydraulically lifting finisher**  
This control enables you to lift the finisher off the ground. This option is helpful, e.g. for road travel.



See page 13 and the separate datasheets for options for the individual products.

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### 3. Florida Department of Environmental Protection, Office of Beaches & Coastal Systems Beach Cleaning Permit



#### FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Water Resource Management  
Coastal Construction Control Line Program  
2600 Blair Stone Road, M.S. 3522  
Tallahassee, FL 32399-2400  
Phone: (850) 245-8336

Permit No. -8034579 - BO

No. of Pages Attached: 9

#### FIELD PERMIT PURSUANT TO SECTION 161.053 OR 161.052, FLORIDA STATUTES

**FINDINGS OF FACT AND CONCLUSION OF LAW:** The request for a field permit was considered by the staff designee of the Department of Environmental Protection and found to be in compliance with the requirements of Chapter 62B-33, Florida Administrative Code (F.A.C.). Approval is specifically limited to the activity in the stated location and by the project description, approved plans (if any), attached standard conditions, and any special conditions stated below pursuant to Paragraph 161.053(5), Florida Statutes (F.S.). This permit may be suspended or revoked in accordance with Section 62-4.100, F.A.C.

#### PROJECT LOCATION:

Various sections of beach within Broward County.  
FDEP reference monuments BO R-1 to R-128

#### PROJECT DESCRIPTION:

Beach Raker - Mechanical beach cleaning activities across the unvegetated sandy beach.

Permit No. -8034579 - BO

**SPECIAL PERMIT CONDITIONS:** The permit is valid only after all applicable federal, state, and local permits are obtained and does not authorize contravention of local setback requirements or zoning or building codes. This permit and public notice shall be posted on the site immediately upon issuance and shall remain posted along with local approval until the completion of any activity authorized by this permit. Other special conditions of this permit include:

1. Beach cleaning activities shall comply with attached "Beach Cleaning Permit Conditions For Marine Turtle Protection for Broward County Beach Raker 2018," provided by FWC via email on 04/16/2018.

**STANDARD PERMIT CONDITIONS:** The permittee shall comply with the attached standard field permit conditions.

**APPLICANT INFORMATION:** I hereby certify that I am either: (1a) the owner of the subject property or (1b) I have the owner's consent to secure this permit on the owner's behalf; and that (2) I shall obtain any applicable licenses or permits which may be required by federal, state, county, or municipal law prior to commencement of the authorized work; (3) I acknowledge that the authorized work is what I requested; and (4) I accept responsibility for compliance with all permit conditions.

Applicant's Signature [Signature] Date 4/20/18 Telephone No. 954-560-3906  
 Applicant's Printed Name TIMOTHY GORDON Address 220 NE 13th ST. Pompano Beach FL 33060

If applicant is an agent:

BEACH RAKER / SAME / SAME  
 Printed name of property owner Property owner's address Property owner's telephone no.

**DEPARTMENT FINAL ACTION AND FILING AND ACKNOWLEDGMENT:** This field permit is approved on behalf of the Department of Environmental Protection by the undersigned staff designee, and filed on this date, pursuant to section 120.52, F.S., with the undersigned designated Deputy Clerk, receipt of which is hereby acknowledged.

Jenna Caderas / Jenna Caderas / 7/18/2018  
 Staff Designee/Deputy Clerk Printed Name of Designee/Deputy Clerk Date

EXPIRATION DATE: 7/17/2019

(Emergency permits issued pursuant to Section 62B-33.014, F.A.C., are valid for no more than ninety days and other field permits are valid for no more than 12 months. The staff designee may specify a shorter time limit.)

EMERGENCY PERMIT: ☐ YES ☒ NO

Approved plans are attached: ☐ YES ☒ NO

Permit No. -8034579 - BO**POST PERMIT AND PUBLIC NOTICE CONSPICUOUSLY ON THE SITE****PUBLIC NOTICE**

The foregoing constitutes final agency action. Any person whose substantial interests are affected by any decision made by the Department on the Field Permit has a right to request an administrative hearing in accordance with the provisions of Sections 120.569 and 120.57, F.S. The request for an administrative hearing must comply with the provisions of Rule 28-106.201, F.A.C., and must be received by the Department (at the address given below) within twenty-one (21) days from the date of this notice.

When the Department receives an adequate and timely filed request for hearing, the Department will request the assignment of an administrative law judge. Once the administrative law judge is requested, the Division of Administrative Hearings will have jurisdiction over the formal proceeding and the Department (as the referring agency) will take no further action with respect to the proceeding except as a party litigant.

Section 120.54(5)(b)4, F.S., and Rule 28-106.201(2), F.A.C., explain that the following items must be included in a petition for a formal administrative hearing:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceedings; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all issues of material fact disputed by the petitioner, or a statement that there are no disputed facts;
- (e) A concise statement of the ultimate facts alleged, including a statement of the specific facts that the petitioner contends warrant reversal or modification of the Department's action;
- (f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wants the Department to take with respect to its action.

A person may request an extension of time to petition for an administrative hearing. The person filing the request for extension must do so within the time limits for filing a petition described above. The request must state why an extension of time is needed. The Department will grant an extension only when good cause is shown.

If a petition or a request for time extension is filed, further order of the Department becomes necessary to effectuate this Field Permit. Accordingly, the Department's final action may be different from the position taken in this notice. Actions undertaken by any person under this permit, pending the lapse of time allowed for the filing of such a request for hearing, may be subject to modification, removal, or restoration.

Failure to petition within the allowed time frame constitutes waiver of any right that a person has to request a hearing under Section 120.57, F.S., and to participate as a party to the proceeding. If a legally sufficient petition for hearing is not timely received, this notice constitutes final agency action.

When this order becomes final and is filed with the Department Clerk, any party to the order has the right to seek judicial review under Section 120.57, F.S., and Rule 9.030(b)(1)(c) and 9.110, Florida Rules of Appellate Procedure. A notice of appeal must be filed within thirty (30) days with both the Department Clerk (see address below) and with the appropriate district court of appeal. The notice filed with the district court must be accompanied by the filing fee specified in Section 35.33(3), F.S. Any subsequent intervention will be only by the approval of the presiding officer on motion filed under Rules 28-5.207 or 60Q-2.010, F.A.C.

All requests for hearings are to be filed with the Department at the following address:

Florida Department of Environmental Protection  
Office of General Counsel  
Department Clerk  
3900 Commonwealth Boulevard Mail Station 35  
Tallahassee, Florida 32399-3000

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DEP form 73-122 (Updated 5/05)



Permit No. -8034579 . BO

**STANDARD FIELD PERMIT CONDITIONS**

The following conditions shall apply to **FIELD PERMITS** (unless waived by DEP or modified by special permit condition). In the event of a conflict between a field permit condition and a special permit condition, the special condition shall prevail.

- 1) The permittee shall carry out the construction or activity for which the permit was granted in accordance with the plans and specifications that were approved by DEP as part of the permit. Any deviation there from shall be grounds for suspension of the work and revocation of the permit pursuant to Section 120.60(7), F.S., and may result in assessment of civil fines or issuance of an order to alter or remove the unauthorized structure, or both. No other construction or activities shall be conducted. No modifications to project size, location, or structural design are authorized. A copy of the permit shall be conspicuously displayed at the project site.
- 2) The permittee shall conduct the construction or activity authorized under the permit using extreme care to prevent any adverse impacts to the beach and dune system, marine turtles and their nests and habitats, or adjacent property and structures.
- 3) The permittee shall allow any duly authorized member of the staff to enter upon the premises associated with the project authorized by the permit for the purpose of ascertaining compliance with the terms of the permit and with the rules of DEP, until all construction or activities authorized or required in the permit have been completed and the project accepted by DEP.
- 4) The permittee shall hold and save the State of Florida, DEP, its officers and employees, harmless from any damage (no matter how occasioned and no matter what the amount) to persons or property that might result from the construction or activity authorized under the permit and from any and all claims and judgments resulting from such damage.
- 5) The permittee shall allow DEP to use all submitted records, notes, monitoring data, and other information relating to construction or any activity under the permit for any purpose it may deem necessary or convenient, except where such use is otherwise specifically forbidden by law.
- 6) Construction traffic shall not operate and building materials shall not be stored on vegetated areas seaward of the control line, unless specifically authorized by the permit. If (in the opinion of DEP staff) this requirement is not being met, positive control measures shall be provided by the permittee at the direction of DEP staff. Such measures may include temporary fencing, designated access roads, adjustment of construction sequence, or other requirements.
- 7) The permittee shall not disturb existing beach and dune topography and vegetation except as expressly authorized in the permit. Before the project is considered complete, any disturbed topography or vegetation shall be restored (as prescribed in the permit) with suitable fill material or revegetated with appropriate beach and dune vegetation.
- 8) The fill material shall be obtained from a source landward of the control line and shall consist of sand which is similar to that already on the site in both grain size and coloration. This fill material shall be free of construction debris, rocks, or other foreign matter. A sample of the sand shall be provided to the staff representative of the Bureau of Beaches and Coastal Systems during the preconstruction conference.
- 9) If surplus sand fill results from any approved excavation seaward of the CCCL, such material shall be distributed seaward of the CCCL on the site, as directed by DEP staff (unless otherwise specifically authorized by the permit).
- 10) Any native salt-resistant vegetation destroyed during construction shall be replaced with plants of the same species or, by authorization of DEP, with other native salt-resistant vegetation suitable for beach and dune stabilization. Unless otherwise specifically authorized by the staff, all plants installed in beach and coastal areas (whether to replace vegetation displaced, damaged, or destroyed during construction or otherwise) shall be of species indigenous to Florida beaches and dunes (i.e., sea oats, sea grape, saw palmetto, panic grass, salt meadow hay cord grass, seashore salt grass, and railroad vine).
- 11) All topographic restoration and revegetation work is subject to approval and acceptance by DEP staff.
- 12) If not specifically authorized elsewhere in this permit, no operation, transportation, or storage of equipment or materials is authorized seaward of the dune crest or rigid coastal structure during the marine turtle-nesting season. The marine turtle-nesting season is May 1 through October 31 in all counties (except Brevard, Indian River, St. Lucie, Martin, Palm Beach and Broward counties where marine turtle nesting occurs during the period of March 1 through October 31).
- 13) If not specifically authorized elsewhere in this permit, no temporary lighting of the construction area is authorized at any time during the marine turtle-nesting season and no additional permanent exterior lighting is authorized.
- 14) This permit has been issued to a specified property owner and is not valid for any other person.



## Beach Cleaning Survey

Broward County

1. Where do you clean the beach? (What is the shore-parallel dimension?)
  - a. Between FDEP Range Monuments: R- 1 and R- 128 or
  - b. Between addresses: \_\_\_\_\_ and \_\_\_\_\_; or
  - c. Between lat/longs: \_\_\_\_\_ and \_\_\_\_\_; or
  - d. Additional Area: \_\_\_\_\_
  - e. Additional Area: \_\_\_\_\_
  - f. Additional Area: \_\_\_\_\_
2. How far "up" the beach do you clean? (What is the shore-perpendicular dimension?)
  - ☒ a. MHW to Dune Vegetation or Seawall Line – typically 50 ft. wide.
  - ☒ b. Just along the wrack line – typically 30 ft. wide.
  - c. Other Area Description: \_\_\_\_\_  
Typically \_\_\_\_\_ ft. wide.
3. How often do you clean the beach?
  - ☒ a. Daily
  - b. Weekly
  - c. Monthly
  - d. Other: \_\_\_\_\_
4. Are there any times of year you cease beach cleaning?
  - a. No.
  - ☒ b. Yes. If yes, what times of year do you cease?  
during turtle nesting season if nests need to be reestablished.
5. What equipment do you use to beach clean?
  - ☒ a. Mechanized rake cleaner, with rotating collectors.
  - ☒ b. Pull-behind, fixed rake
  - ☒ c. Drag-Mat or Roll bar
  - d. Other: \_\_\_\_\_
6. What vehicle do you use to pull the cleaning equipment?
  - a. Kubota Tractor
7. Is seaweed or "wrack" relocated within the beach and dune system or bladed into the wet sand?
  - a. No.
  - ☒ b. Yes. If so, where is it placed? MHWL
8. Is seaweed or "wrack" removed from the beach and dune system?
  - ☒ a. No.
  - b. Yes. If so, where is it placed? \_\_\_\_\_
9. If applicable, what size debris does your equipment pick up?
  - a. Minimum size 3/8 inch cigarette ends.
  - b. Maximum size bottles, etc.

**Caderas, Jenna**

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**From:** Sella, Kristen <Kristen.Sella@MyFWC.com>  
**Sent:** Monday, April 16, 2018 2:47 PM  
**To:** Caderas, Jenna  
**Cc:** MarineTurtle  
**Subject:** Beach Raker Beach Cleaning 2018, Broward County  
**Attachments:** 20180416\_FinalCommentsBrowardBeachRaker.pdf

Beach Raker Beach Cleaning 2018, Broward County  
File No. -8034579-BO

Dear Ms. Caderas:

The Florida Fish & Wildlife Conservation Commission (FWC) has reviewed the Beach Raker's request to conduct mechanical beach cleaning activities on the marine turtle nesting beach during marine turtle nesting season. The sandy Atlantic beaches in Fort Lauderdale provide important nesting habitat for threatened loggerhead (*Caretta caretta*), threatened green (*Chelonia mydas*), and endangered leatherback (*Dermochelys coriacea*).

At this time, we recommend that mechanical cleaning be allowed landward of the high tide line for beach areas FDEP control monuments R-32 south to R-35 (Atlantic Avenue) in Pompano Beach, from ~389 feet south of R-49 (just north of El Prado Avenue) to R-51 in Lauderdale-by-the-Sea, and in Dania Beach from the northern city limits south to the southern boundary of the public parking lot from approximately 200 feet south of R-98 to approximately 300 feet south of R-100 from R64 south to R67 and from R71 (Sunrise Boulevard) south to R80. In other areas of Pompano Beach, Lauderdale-by-the-Sea and Dania Beach mechanical beach cleaning should be restricted to the average high tide strand line and areas seaward. It is important that the permittee coordinate with the Marine Turtle Permit Holder to ensure that nesting data collection is conducted such that all required information can be submitted timely as required by #16 in the attached conditions. We will continue to review the data submitted for this permit. These comments are only for the year 2018, we reserve the right to change the work allowed as nesting densities may change.

FWC recommends the attached conditions be included in the permit to ensure all state requirements for protection of threatened and endangered sea turtles are met in accordance with Florida Statute 379.2431(1).

Thank you for the opportunity to review this project. Please contact me at (850) 922-4330 or via email if you have any questions or require additional information.

Kristen Nelson Sella  
Fisheries and Wildlife Biological Scientist IV  
[Imperiled Species Management Section](#)  
Florida Fish and Wildlife Conservation Commission  
620 South Meridian Street 6A  
Tallahassee, Florida 32399-1600  
[Kristen.Sella@myfwc.com](mailto:Kristen.Sella@myfwc.com)  
(850) 922-4330

**BEACH CLEANING PERMIT CONDITIONS FOR MARINE TURTLE PROTECTION  
for Broward County Beach Raker 2018**

The following conditions are required for the protection of marine turtles during the marine turtle nesting season. The nesting season is March 1 – October 31 in Brevard, Indian River, St. Lucie, Martin, Palm Beach, and Broward counties, and is May 1 – October 31 in all other coastal counties in Florida.

1. During the marine turtle-nesting season (March 1 to October 31), access by all mechanical beach cleaning equipment to the beach and all mechanical beach cleaning activities shall be confined to daylight hours (sunrise to sunset).
2. Beach cleaning may occur across the unvegetated sandy beach from FDEP control monuments R-32 south to R-35 (Atlantic Avenue) in Pompano Beach, from ~389 feet south of R-49 (just north of El Prado Avenue) to R-51 in Lauderdale-by-the-Sea, and in Dania Beach from the northern city limits south to the southern boundary of the public parking lot from approximately 200 feet south of R-98 to approximately 300 feet south of R-100 from R64 south to R67 and from R71 (Sunrise Boulevard) south to R80.
3. In all other areas in Pompano Beach, Lauderdale-by-the-Sea and Dania Beach mechanical beach cleaning shall be limited to the average high tide line or debris line and areas seaward with no mechanical cleaning across the unvegetated sandy beach in these areas.
4. Mechanical beach cleaning shall be conducted after contracted turtle surveyors communicate that they have completed their beach surveying and conservation activities as agreed between the beach cleaner and the Marine Turtle Permit Holder and after the locations of all turtle nests have been marked.
  - a. During marine turtle nesting season (March 1 to October 1), the beach cleaning permittee is responsible for ensuring that a daily marine turtle nest survey, protection, and monitoring program is conducted throughout the permitted beach cleaning area. Such surveys and associated conservation measures shall be completed after sunrise and prior to the commencement of any mechanical beach cleaning.
  - b. The marine turtle survey, protection, and monitoring program shall be conducted only by individuals possessing appropriate expertise in the protocol being followed and a valid F.A.C. Rule 68E-1 Permit issued by the Florida Fish and Wildlife Conservation Commission (FWC).
  - c. The location of all nests and false crawls described below must be marked using a GPS unit with submeter (24") capability. The reading shall be centered at the clutch location if known or the center of the marked area and shall be taken the day the emergence or nest is documented.
5. In areas where mechanical beach cleaning may occur across the dry sandy beach as described in Permit Condition 2 above, all nests (both relocated and left *in situ*) must be marked with a circle of brightly colored survey flagging tape having a

**BEACH CLEANING PERMIT CONDITIONS FOR MARINE TURTLE PROTECTION  
for Broward County Beach Raker 2018**

radius of at least three (3) feet, centered at the location of the clutch. Any leatherback crawls where no clutch is located but there are signs of digging must also be marked. The entire disturbed sand area should be marked with a circle of brightly colored survey flagging tape.

6. In areas where mechanical beach cleaning is restricted to the average high tide line or debris line and areas seaward thereof all nests left *in situ* within ten (10) feet of the normal high tide line and beach access sites shall be marked with a circle of brightly colored survey flagging tape having a radius of at least three (3) feet, centered at the approximated location of the clutch. Relocated nests placed landward of the high tide line may be marked in accordance with a triangle centered around the clutch as is currently done.
7. Mechanical beach cleaning shall be limited to areas outside of marked turtle nests in order to avoid any impacts to sea turtles. No mechanical cleaning equipment is allowed inside of the marked circle; however, careful removal of material by the Marine Turtle Permit Holder is allowed. All equipment operators should be briefed on the types of marking utilized and should be able to easily contact the Marine Turtle Permit holder responsible for the nesting surveys to verify any questionable areas.
8. In order to avoid adverse impacts in the event that cleaning accidentally occurs over a nest, this permit authorizes the use of a vehicle with a maximum tire pressure of 10 p.s.i. and a rake or cleaning apparatus that limits penetration into the surface of the beach to a maximum of two inches. Box blades and front of rear mounted blades are not authorized for raking purposes.
9. All salt tolerant dune vegetation shall be avoided by a minimum of ten (10) feet.
10. Mechanized beach cleaning shall be accomplished so that no ruts are formed on the beach.
11. Burial or storage of any debris (biotic or abiotic) collected is prohibited seaward of any frontal dune, vegetation line, or armoring structure **except for burial of biotic debris below the average daily tide line (not the storm tide or spring tide line)**. Removal of accumulated abiotic debris from the beach must occur immediately after cleaning has been performed.
12. In the event that mechanical beach cleaning occurs prior to completion of the marine turtle nest survey, protection, and monitoring program, mechanical beach cleaning shall not occur on that beach until 65 days have passed or after November 30, whichever is earlier. The permittee shall contact the Marine Turtle Permit Holder prior to reinitiating mechanical beach cleaning in that area.
13. In the event that on-beach nest markers are lost for any reason, including vandalism or high water conditions, no mechanical beach cleaning shall be conducted until the Marine Turtle Permit Holder or volunteers designated on the existing Marine Turtle Permit for this area identify all known nests and restore the

**BEACH CLEANING PERMIT CONDITIONS FOR MARINE TURTLE PROTECTION  
for Broward County Beach Raker 2018**

nest markers, creating a five (5) foot radius centered at the GPS coordinates for each clutch.

14. In the event that the nest cannot be reidentified and may have been lost during high water conditions, the permittee shall contact DEP staff to determine if mechanical beach cleaning may resume. All marine turtle protection conditions shall remain in effect unless specifically waived in writing.
15. In the event a sea turtle nest is excavated during beach cleaning activities, all work shall cease in that area immediately. FWC's Imperiled Species Management staff shall be notified immediately at (561) 262-1104 in the event that marine turtle nests, eggs, or hatchlings are discovered during conduct of beach cleaning activities.
16. Electronic summaries of all nesting activity shall be provided each year that beach cleaning occurs across the dry sandy beach. Monitoring of nesting activity shall include daily surveys and any additional measures authorized by the FWC. Data submitted shall include daily report sheets noting all activity, nesting success rates, missed nests discovered after hatching, hatching success of all nests and names of all personnel involved in nest surveys and relocation activities. Data should be reported separately for raked areas and for areas where raking is restricted to the high tide line. Summaries of nesting activity shall be submitted in electronic format (Excel spreadsheets). All reports should be submitted to FWC at [marineturtle@myFWC.com](mailto:marineturtle@myFWC.com) by January 15 of the following year.

4. Front End Loader with long pronged bucket



Kubota M6S-111 with front end loader and  
rock bucket attachment





5. Dump Truck





6. Beach tilling contractor and equipment



### Tilling

We have custom fabricated tilling attachments that we use to perform tilling projects for Coastal Systems International, Shoreline Foundation, Inc., as well as our municipal clients. In order to prepare for marine turtle nesting season, we till the beach to a depth of thirty-six (36) inches east of the dune line to the mean high water line when requested. We overlap our passes to ensure the entire nesting area of the beach is tilled correctly. Please find the photo below of our tilling equipment being lowered into the sand to perform the tilling work. The second photo shows the beach sand after the tilling work has been completed. We are accustomed to performing tilling work for our clients that have completed beach re-nourishment projects, such as the Town of Hillsboro Beach, and are required to till the beach as part of their beach maintenance program.



8/27/2018

Confidential  
Beach Raker LLC

7. Seaweed disposal plan: The City requires all bidders to provide a plan that encourages the reuse of the seaweed material in a manner that benefits the City and is consistent with the City's goal of sustainability. Long term storage of

material is discouraged.

Seaweed will be collected and buried within the MHWL as permitted by Beach Raker's DEP permit. In the event of excessive seaweed, seaweed will be hauled to and disposed of at an approved disposal site.

**\*\*NOTE:** The hauling and dump fees are not included in the proposal pricing.

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

05/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> DTRT Insurance Group/ Loyal Clients 12550 West Atlantic Blvd  Coral Springs FL 33071		<b>CONTACT NAME:</b> Lorna Staab <b>PHONE (A/C No. Ext):</b> (877) 871-3878 <b>FAX (A/C No):</b> (855) 329-3878 <b>E-MAIL ADDRESS:</b> info@dtrtinsurance.com	
<b>INSURED</b> BEACH RAKER LLC 220 NE 13TH ST  POMPANO BEACH FL 33060		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> EVANSTON INSURANCE COMPANY <b>INSURER B:</b> METROPOLITAN CASUALTY INSURANC <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b>	
		35378	
		40169	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	y	y	MKLV2PBC000265	05/04/2019	05/04/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA024324P2019	05/04/2019	05/04/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			MKLV2EUL103297	05/04/2019	05/04/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 PR/COMP OPS AGG \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ADDITIONAL INSURED AND WAIVERS OF SUBROGATION APPLY ONLY IF REQUIRED BY WRITTEN CONTRACT AND AS PER THE POLICY TERMS AND CONDITIONS

**CERTIFICATE HOLDER****CANCELLATION**

City of Hollywood 2600 Hollywood Blvd  Hollywood FL 33020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/29/2019

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<b>PRODUCER</b> Bouchard Insurance for Frank Crum 101 Starcrest Drive Clearwater, FL 33758	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:  <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Zurich Insurance Company	40142	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
<b>INSURED</b> FrankCrum 12, Inc. Alt. Emp: Beach Raker LLC 100 South Missouri Avenue Clearwater, FL 33756															

## COVERAGES

CERTIFICATE NUMBER: 19FL080969170

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC 47-58-512-08	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
			Location Coverage Period:	06/01/2019	06/01/2020	Client# B0265-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:  
 Beach Raker LLC  
 220 NE 13th St  
 Pompano Beach, FL 33060

## CERTIFICATE HOLDER

## CANCELLATION

City of Hollywood 2600 Hollywood Blvd Hollywood, FL 33020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/29/2019

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<b>INSURED</b> FrankCrum 12, Inc. Alt. Emp: Beach Raker LLC 100 South Missouri Avenue Clearwater, FL 33756	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : American Zurich Insurance Company</td> <td>40142</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Zurich Insurance Company	40142	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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## COVERAGES

CERTIFICATE NUMBER: 18FL080969170

REVISION NUMBER:

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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
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	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC 47-58-512-07	06/01/2018	06/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	08/09/2018	06/01/2019	Client# B0265-FL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:  
 Beach Raker LLC  
 220 NE 13th St  
 Pompano Beach, FL 33060

## CERTIFICATE HOLDER

## CANCELLATION

City of Hollywood 2600 Hollywood Blvd Hollywood, FL 33020	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# City of Hollywood

## Equipment & Methods

We have a fleet of (20) twenty tractors equipped with specialized rakes and blades that we have designed and specially fabricated for dealing with the unique seaweed conditions found on the beaches of Broward County. Our fleet consists of the latest Kubota Tractors shown below, along with Barber Surf Rakes, Cherrington Sand Sifters, and Barber Sandman units for mechanical cleaning and sifting. All (20) twenty tractors are owned by Beach Raker, and most tractors are less than 5 years old. All of our tractors are equipped with GPS tracking devices that enable us to monitor the location, speed and time that each tractor is in operation. This allows us to give real time updates to our clients on our beach cleaning activities. Below is a picture of one of our Kubota M108S tractors, the standard tractor model we use for beach cleaning.



We use our Ford F-650 truck when necessary, to transport our equipment from site to site. The truck is equipped with a hydraulic dump body, and an electric lift gate to facilitate transportation of tools, materials and equipment. The truck is capable of towing an 18 foot trailer loaded with any one of our tractors. This allows us to load, tow, and replace a tractor in need of maintenance with one of the thirteen tractors we own in our fleet, and transport our Barber Surf Rakes to clients that only require periodic service. With our fleet of (13) thirteen tractors and our ability to repair, maintain and replace equipment, we ensure our clients have uninterrupted beach cleaning service.



### **Beach Raking & Sand Grooming**

We use a custom fabricated seaweed rake that we have designed and developed through over 30 years of beach cleaning experience. We rake and burry the seaweed with sand at the tide line using our customized seaweed rake shown below. This process helps restore, and preserve the beach and prevent beach erosion. The rake is fabricated in our shop and designed specifically for dealing with the seaweed deposits that accumulate in Broward County. Each tractor has a rake that is followed by a drag bar which smoothes out the sand to eliminate rake marks and tire tracks. Our operators hand pick trash, man-made debris, and recyclables out of the seaweed before we rake it. We place the trash and recyclables in containers at the back of the tractor held by the steel basket shown below.



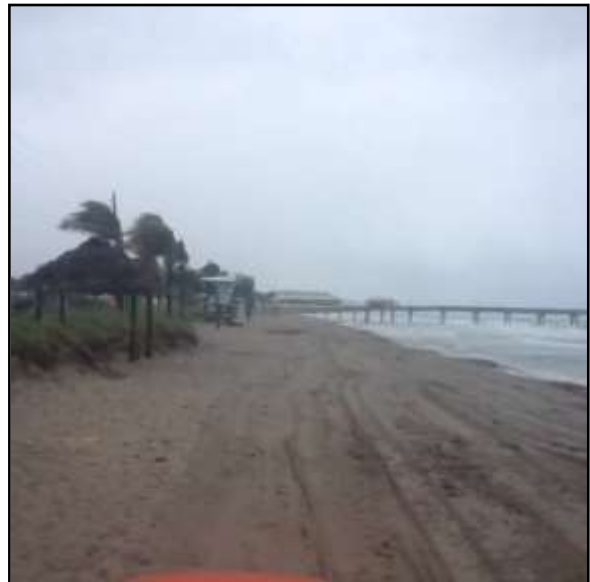
## **Seaweed Management**

Our seaweed rakes are designed to manage the excessive accumulations of seaweed that the east coast of Broward County experiences. We are accustomed and ready to manage the seaweed that is deposited on the beach during east winds, storm events, and extreme high tides. Each tractor has a customized seaweed rake, and front mounted blade to deal with incoming seaweed deposits. Our operators are experienced and able to maneuver the seaweed rake to bury the seaweed at the tide line. On days of excessive seaweed, we also have the ability to bury seaweed at the tide line with the front mounted blade as permitted in by the Florida Department of Environmental Protection (FDEP) and described in our FDEP field permit that is included in this proposal. Please note we do not bury garbage or man-made debris. We remove any garbage and man-made debris from the beach before and after each cleaning in the steel basket above the rake. We also use our Barber Surf Rake to collect trash and seaweed remnants and remove them from the beach. Please find below a few photo examples of seaweed at the tide line before and after our beach cleaning operation has completed their work. We believe incorporating seaweed into the sand at the tide line is the most cost effective and environmental safe practice for managing excessive seaweed deposits.

**Before**



**After**





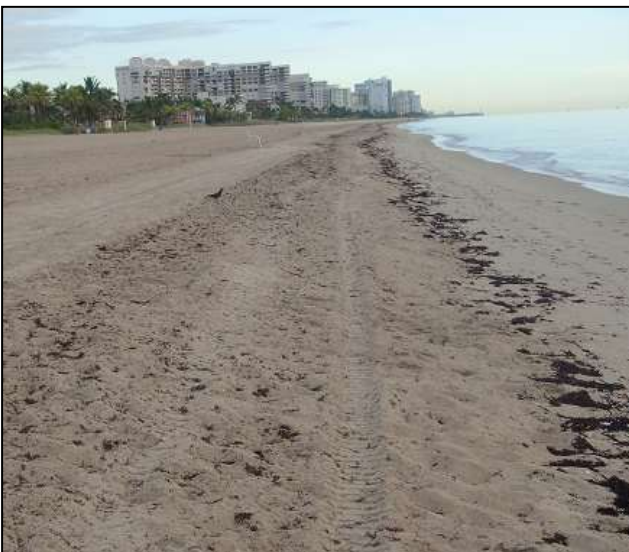
**Before**



**After**



**Before**



**After**



## Seaweed Management

We take pride in providing our customers with a pristine looking beach. We have developed our beach cleaning methods and equipment to re-integrate seaweed into the tide line as permitted by FDEP. We are prepared for excessive seaweed deposits that wash ashore. We also use our Barber Surf Rakes to collect and remove seaweed remnants and trash from the beach.



*Before*



*After*

7/15/2019

**Confidential**  
**W.D. Thompson Inc., d/b/a Beach Raker**

5

## **Beach Grooming with Barber Surf Rakes**

We groom and mechanically clean the dry sand areas of the beach, as permitted by FDEP and FWC, using a combination of specialized equipment including our Barber Surf Rakes, Cherrington Sand Sifter, and our Barber Sandman machines. Very few of our competitors are able to offer both mechanical cleaning and seaweed raking services to their clients. Mechanical cleaning of the sand improves the appearance of your beach by removing bottles, cans, and trash while aerating the sand at the same time. Below is a photo of the Barber Surf Rake being pulled across the beach. Once the Barber Surf Rake has finished grooming, the beach is noticeably more attractive.





## **Barber Surf Rakes**

As the Barber Surf Rake moves across the beach, the mechanical tines rotate through the sand and pick up small objects and deposit them into the waste bucket at the back of the surf rake. At the end of the process the waste bucket is mechanically lifted and the waste and recyclables are deposited into our waste disposal containers off the beach.



### **Sand Sifting-Cherrington**

The Cherrington Sand Sifter (shown below) is pulled across the beach by one of our tractors. As the sifter moves across the beach, the mechanical belt rotates lifting the top two inches of sand onto a moving mesh surface. The sand is allowed to fall through the screen back onto the beach while the small objects such as rocks, cigarette ends, bottle caps, debris etc., are deposited into the waste bucket at the back of the sifter. At the end of the process the waste is emptied into our waste disposal dumpster off the beach.



**Note:** All of our beach cleaning equipment and the beach cleaning processes outlined above comply with Federal and State environmental and safety laws.

### **Sand Sifting- Barber Sandman**

The Barber Sandman (shown below) is a walk-behind sand sifter. This equipment is used to sift the sand around hard to reach areas on the beach or areas that cannot be cleaned with large equipment, such as volleyball courts, children's play areas and beach walkway entrances. Similar to the Cherrington Sand Sifter, this equipment lifts the top two inches of sand onto a rotating mechanical screen surface. The sand is allowed to fall through the screen back onto the beach while the small objects such as rocks, cigarette ends, bottle caps, debris etc., are deposited into the waste bucket at the back of the sifter. At the end of the process the waste bucket is emptied into our waste disposal dumpster off the beach.



#### **Trash & Debris**

(shown right) is an example of the debris that is removed when the sand is sifted by the Sandman and the Cherrington. The debris includes bottle caps, cigarette ends, small rocks, debris, etc.



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W.D. Thompson Inc., d/b/a Beach Raker



## **Trash & Debris Removal**

We use various pieces of Beach Raker owned equipment with hydraulic lifts to haul and transport trash, debris, seagrass, or recyclables to any transfer station or landfill when needed. We also use our Kubota RTV and our GMC trucks to collect and transport trash from the beach.



## **Beach Repair & Erosion Control**

We use a combination of the ASV, Kubota front-end loaders, and our Kubota tractors with custom fabricated front mounted blades for erosion control, and beach repair. This equipment allows us to repair areas affected by storm events, remove escarpment build-up, remove heavy objects from the beach, backfill washouts, and grade excessive sand deposits, and escarpments.



The ASV shown right, has several different front mounted attachments including a bucket, blade, and forklift which gives us flexibility in our erosion control, and hazard response. This equipment is also used in hard to access areas of the beach.





## **Escarpment Removal & Erosion Control**

As you can see from the first picture below, escarpments and excessive seaweed deposits are often formed on the beaches we clean. The second picture shows the beach after we have finished our work cleaning and grading the escarpment. Escarpments are not only a hazard and an inconvenience for beachgoers they are also an additional obstacle that can prevent sea turtles from nesting. As permitted by the Florida Department of the Environmental Protection (FDEP) and supervised by Florida Fish and Wildlife Conservation Commission (FWC), we use our equipment to mitigate these escarpments and remove these hazards to the public.



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## **Hazardous Materials & Removal**

From time to time we are called on to remove hazardous materials from the beaches we clean. Below are some examples of conditions we are ready to deal with when they occur on your beachfront. These included but are not limited to tree removal, jellyfish, boat removal, and excessive seaweed deposits.



**Utility vehicles for small item removal**



## **Tree Removal**



## **Excessive Accumulation of Seaweed**



## **Man-O-War**



## **Boat Removal**



This lifeboat was found at the shoreline in Broward County on a beachfront that we service. Coincidentally it was the day after a heavy storm had washed away many Turtle nest markers. Our GIS specialist was dispatched immediately to the municipal beach and arrived in less than 30 minutes. She was able to survey the area around the raft to make sure there were no Turtle nests in the area before any heavy equipment could be used to drag the raft up to the beach exit.



## **Tilling**

We have custom fabricated tilling attachments that we use to perform tilling projects for Coastal Systems International, Shoreline Foundation, Inc., as well as our municipal clients. In order to prepare for marine turtle nesting season, we till the beach to a depth of thirty-six (36) inches east of the dune line to the mean high water line when requested. We overlap our passes to ensure the entire nesting area of the beach is tilled correctly. Please find the photo below of our tilling equipment being lowered into the sand to perform the tilling work. The second photo shows the beach sand after the tilling work has been completed. We are accustomed to performing tilling work for our clients that have completed beach re-nourishment projects, such as the Town of Hillsboro Beach, and are required to till the beach as part of their beach maintenance program.





## **Turtle Nest Monitoring and Management**

Broward County is home to the largest population of Sea Turtles in South Florida. We typically have over 3,000 Sea Turtle Nests on the beaches we clean during the Sea Turtle Nesting Season in Broward County alone. This creates an additional level of complexity that our operators have to deal with each day as they perform their work. To assist the Turtle Monitoring Program our company has invested in Trimble GeoXT 6000 sub-meter GPS technology, and ArcMap 10 to **accurately plot the location of every turtle nest in the areas that we provide beach cleaning services in Broward County, including the City of Dania Beach.**



The information obtained in the field is downloaded to our field technician's computer and shared with FWC and the Broward County Natural Resources Program weekly during turtle nesting season. With this data our operators are authorized by FWC to locate and reestablish Turtle Nests that have been washed over during a severe storm or exceptionally high tide. Once we reestablish the nests, our operators can resume the work of cleaning the beach with no interruption of service to our clients. Below is a screen shot of our ArcMap 10 program showing the turtle nest locations on the beach. Each black triangle represents a turtle nest on the beach. The GPS location of each nest is accurate to within 20 inches of the nest egg chamber buried in the sand. **Please note: we would not be authorized to mechanically clean the beach above the wrack line during turtle nesting season, 8 months out of the year (March 1<sup>st</sup>- October 31<sup>st</sup>), without this technology and internal surveying effort.**







Florida Department of State

DIVISION OF CORPORATIONS

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /**Detail by Entity Name**

Florida Limited Liability Company  
BEACH RAKER, LLC

**Filing Information**

**Document Number** L18000101413  
**FEI/EIN Number** 82-5268879  
**Date Filed** 04/23/2018  
**State** FL  
**Status** ACTIVE

**Principal Address**

220 NE 13TH ST.  
POMPANO BEACH, FL 33060

**Mailing Address**

220 NE 13TH ST.  
POMPANO BEACH, FL 33060

**Registered Agent Name & Address**

GLAZER, ERIC L, ESQ.  
2300 NW CORPORATE BLVD.  
SUITE 232  
BOCA RATON, FL 33431

**Authorized Person(s) Detail****Name & Address**

Title MGR

STERNECK, STEVEN M  
4500 NW 24TH TERR.  
BOCA RATON, FL 33431

Title MGR

JONES, GEORGE L, JR.  
6915 NW 26TH WAY  
BOCA RATON, FL 33496

Title D

GREENER, TIMOTHY

220 NE 13TH ST.  
POMPANO BEACH, FL 33060

Annual Reports

Report Year	Filed Date
2019	01/28/2019

Document Images

[01/28/2019 -- ANNUAL REPORT](#)

[View image in PDF format](#)

[04/23/2018 -- Florida Limited Liability](#)

[View image in PDF format](#)

Florida Department of State, Division of Corporations

# *State of Florida*

## *Department of State*

I certify from the records of this office that BEACH RAKER, LLC is a limited liability company organized under the laws of the State of Florida, filed on April 23, 2018.

The document number of this limited liability company is L18000101413.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on January 28, 2019, and that its status is active.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Seventeenth day of May, 2019*



*Randy R.*  
Secretary of State

Tracking Number: 2090181044CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

**BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**DBA:  
Business Name: BEACH RAKERReceipt #: 329-32890  
Business Type: ALL OTHERS (SERVICE)Owner Name: WD THOMPSON INC  
Business Location: 220 NE 13 ST  
POMPANO BEACH  
Business Phone: 954-560-3906Business Opened: 09/20/2006  
State/County/Cert/Reg:  
Exemption Code:Rooms                      Seats                      Employees  
6  
Machines                      Professionals

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	12.15	0.00	0.00	93.15

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

BEACH RAKER  
220 NE 13 ST  
POMPANO BEACH, FL 33060Receipt #WWW-18-00003220  
Paid 11/01/2018 93.15**2018 - 2019****BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT**

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

**VALID OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2019**DBA:  
Business Name: BEACH RAKERReceipt #: 329-32890  
Business Type: ALL OTHERS (SERVICE)Owner Name: WD THOMPSON INC  
Business Location: 220 NE 13 ST  
POMPANO BEACH  
Business Phone: 954-560-3906Business Opened: 09/20/2006  
State/County/Cert/Reg:  
Exemption Code:Rooms                      Seats                      Employees  
6  
Machines                      Professionals

For Vending Business Only						
Number of Machines:			Vending Type:			
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
81.00	0.00	0.00	12.15	0.00	0.00	93.15

Receipt #WWW-18-00003220  
Paid 11/01/2018 93.15



## References

The following includes a list of municipal clients that we are currently performing work similar to what is proposed in this RFP:

1. Client: City of Dania Beach  
Name of Contact: Erick Brown  
Title of Contact: Parks Director  
Email: [ebrown@daniabeachfl.gov](mailto:ebrown@daniabeachfl.gov)  
Telephone Number: (954) 924-6800 x3730 office  
Cell: (954) 924-6813  
Project/Duration: 2012 to Present - Seaweed Raking, Barber Surf Raking, Cherrington Sifting, Beach Cleaning, Debris Removal, Turtle Nest Sub Meter Surveying & Re-establishment.
2. Client: Town of Lauderdale-by-the-Sea  
Name of Contact: Ken Bubach  
Title of Contact: Municipal Services Director  
Email: [ken@lbts-fl.gov](mailto:ken@lbts-fl.gov)  
Telephone Number: (954) 640-4232  
Cell: (954) 275-0908  
Project/Duration: 1986 to Present - Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal, Turtle Nest Sub Meter Surveying & Re-establishment
3. Client: Village of Key Biscayne  
Name of Contact: Jake Ozyman  
Title of Contact: Superintendent, Public Works Department  
Email: [jozyman@keybiscayne.fl.gov](mailto:jozyman@keybiscayne.fl.gov)  
Telephone Number: (305) 365-7568  
Cell: (305) 986-6395  
Project/Duration: 2014 to Present - Seaweed Raking, Barber Surf Raking, Cherrington Sifting, Beach Cleaning, Debris Removal.
4. Client: City of Pompano Beach  
Name of Contact: Russell Ketchem  
Title of Contact: Solid Waste Manager  
Email: [russell.ketchem@copbfl.com](mailto:russell.ketchem@copbfl.com)  
Telephone Number: (954) 786-5516  
Fax Number: (954) 545-7011  
Project/Duration: 1979 to Present - Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Trash and Debris Removal, Turtle Nest Sub Meter Surveying & Re-establishment

5. Client: City of Marathon  
Name of Contact: Carlos Solis  
Title of Contact: Director of Public Works & Engineering  
Email: [solisc@ci.marathon.fl.us](mailto:solisc@ci.marathon.fl.us)  
Telephone Number: (305) 289-5008  
Cell: (305) 481-0451  
Project/Duration: 2013 to Present - Seaweed Raking, Beach Cleaning, Debris and Trash Removal.
6. Client: Bal Harbour Village  
Name of Contact: Jason Atkinson  
Title of Contact: Operations Supervisor  
Email: [jatkinson@balharbourfl.gov](mailto:jatkinson@balharbourfl.gov)  
Telephone Number: (305) 993-7334  
Project/Duration: 2014 to Present - Seaweed Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning Debris and Trash Removal.
7. Client: Jacksonville Beach  
Name of Contact: Pat Deighan  
Title of Contact: Street General Supervisor  
Email: [deighan@jaxbchfl.net](mailto:deighan@jaxbchfl.net)  
Telephone Number: 904-247-6211  
Project/Duration: Contract awarded 2018 for minimum 3 year term. Seaweed Raking, Barber Surf Raking, Cherrington Sifting, Beach Cleaning, Debris Removal
8. Client: City of Key West  
Name of Contact: Mike Turner  
Title of Contact: Deputy Director Community Services  
Email: [mturner@cityofkeywest-fl.gov](mailto:mturner@cityofkeywest-fl.gov)  
Telephone Number: 305-809-3767  
Project/Duration: Contract awarded 2019 for minimum 3 year term. Seaweed Raking, Barber Surf Raking, Cherrington Sifting, Beach Cleaning, Debris Removal
9. Client: City of Venice Beach  
Name of Contact: Travis Hout  
Title of Contact: Public Works  
Email: [thout@venicegov.org](mailto:thout@venicegov.org)  
Telephone Number: 941-882-7422  
Project/Duration: Contract awarded 2018 for 90 Days and extended for a period of minimum 60 Days. Red Tide clean up. Raking, Barber Surf Raking, Cherrington Sifting, Beach Cleaning, Debris Removal

10. Client: City of Ft. Lauderdale  
Name of Contact: William McDonough  
Title of Contact: Parks Supervisor  
Email: [wmcdonough@ftlauderdale.gov](mailto:wmcdonough@ftlauderdale.gov)  
Telephone Number: 954-828-5787  
Project/Duration: Support Services. Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal
11. Client: City of Hollywood  
Name of Contact: Steve Salafrio  
Title of Contact: Beach Maintenance Supervisor  
Email: [ssalafrio@hollywoodfl.org](mailto:ssalafrio@hollywoodfl.org)  
Telephone Number: 954-921-3260  
Project/Duration: Support Services. Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal
12. Client: City of Deerfield Beach  
Name of Contact: Mike Pursell  
Title of Contact: Superintendent of Parks & Recreation  
Email: [mpursell@deerfield-beach.com](mailto:mpursell@deerfield-beach.com)  
Telephone Number: 954-571-2670  
Project/Duration: Support Services. Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal
13. Client: City of Miami Beach  
Name of Contact: John Ripple  
Title of Contact: Beach Maintenance Director  
Email: [johnripple@miamibeachfl.gov](mailto:johnripple@miamibeachfl.gov)  
Telephone Number: 305-673-7000  
Project/Duration: Support Services. Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal





For Earth, For Life  
**Kubota**

**M**

## KUBOTA DIESEL TRACTOR M6S-111 ROPS

A clean running engine with the power and speeds to tackle a wide range of jobs.

**The standard economy tractor M6S-111 ROPS can take on a variety of tasks. Ideal for hay and cattle operations and outstanding performance for uses such as loader work, haying operations, mowing and more.**

### Technology Driven Engine Features

The M6S-111 ROPS is equipped with a Kubota turbocharged V3800 Tier IV Final engine which has a Common Rail System (CRS), intercooler and Exhaust Gas Recirculation (EGR). Employment of a Diesel Particulate Filter (DPF) and a Selective Catalytic Reduction (SCR) system for minimized emissions. Additionally, it also has a RPM Memory to recall preferred engine RPM settings with the touch of a button and Constant RPM Management to keep the engine speed constant for stable operation.

### Horse Power

Engine gross power (97/68EC): 114.1 HP  
PTO power at rated engine RPM: 95.0 HP

### Weight

The M6S-111 4WD has gained additional weight from the previous model, weighing 8466 lbs. With its weight and stability, it can now handle more tasks with its best performance.

### Dimensions



### 16 Speed Swing Shift Transmission

The M6S-111 ROPS comes with 4 gears on main shift, High/Low range gear shift and a Swing Shift. Swing Shift adds 4 more speeds to the main shift by actuating the electric-over-hydraulic High/Low synchronized range shift - giving you access to a total of 8 speeds! The optional creep provides additional 8 speeds, therefore, 24F/24R speeds.

### 32 Speed Swing Shift Plus Transmission

The M6S-111 ROPS has a model that has Dual Speed as a standard. Swing Shift and Dual Speed can be easily operated with the main shift lever. With the use of optional creep, it has 48F/48R speeds! Put this feature to best use when in varying tractor load environments like working in mixed soil conditions or during hay tool applications. It is surely enough for the most demanding and precise work.

### De-Clutch Switch on the Main Shift Lever

The de-clutch switch allows you to shift a gear without using the clutch pedal. This switch electro-hydraulically disengages the clutch while being pressed and reengages once the button is released.

### High Hydraulic Performance

The M6S-111 ROPS comes with 2 standard rear remote valves and can add an additional valve. Standard valves are one self-cancelling detent valve and one floating detent valve. With 17.6 GPM flow and an optional third

remote valve, this tractor is ready to accept implements requiring multiple valves.

### Other Features

- Electro Hydraulic Shuttle
- Steering tilt angle up to 40 degrees
- Fuel tank capacity of 46 gallons
- Easier to refill fuel and DEF by locating the filler neck on the lefthand side
- Large LCD monitor improved visibility and operation
- Redesigned floor layout to ensure leg space and improved ride comfort



Supplier: **Beach Raker LLC**

### ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): **Beach Raker LLc** Federal Tax Identification Number: **82-5268879**

If Corporation - Date Incorporated/Organized: **WD Thompson 1978 Reorganized to Beach Raker LLC 2018**

State Incorporated/Organized: **Florida**

Company Operating Address: **220 NE 13 Street**

City **Pompano Beach** State **FL** Zip Code **33060**

Remittance Address (if different from ordering address):

City State Zip Code

Company Contact Person: **George "Chip" L. Jones Jr.** Email Address: **chip@floridabeachraker.com**

Phone Number (include area code): **954-560-3906** Fax Number (include area code): **561-892-0344**

Company's Internet Web Address: **beachraker.net**

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature: **George "Chip" L. Jones Jr.** Date **06/06/2019**

Type or Print Name: **George "Chip" L. Jones Jr.**

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

Bid/RFP/RFQ Number: F-4614-19-PB Title: Beach Cleanup

Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020

**Supplier: Beach Raker LLC**

Issue Date **06/06/2019**

City of Hollywood, Florida  
Solicitation # F-4614-19-PB

## SUBMISSION

Proposal Due Date: Jun 6, 2019 3:00:00 PM EDT

How to submit bids/proposals: Vendor's solicitation response must be submitted electronically through BidSync, the City's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The City will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

### Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

**Supplier: Beach Raker LLC**



### **CONE OF SILENCE**

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

**Bid/RFP/RFQ Number: F-4614-19-PB Title: Beach Cleanup**

**Supplier: Beach Raker LLC**

City of Hollywood, Florida  
IFB # F-4614-19-PB

**Issue Date****1.0 GENERAL TERMS AND CONDITIONS****1.1 INSTRUCTIONS TO BIDDERS**

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at [hollywoodfl.org](http://hollywoodfl.org) to download an application and submit it to Procurement Services Division.

**1.2 BIDDERS RESPONSIBILITIES**

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or Services as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the bidder.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

**1.3 PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- A. The City's enclosed Bid Proposal Form, in its entirety, is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not apply to vendors' purchases of goods or Services used in Work or goods supplied to the City. Vendors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

**1.4 DESCRIPTION OF SUPPLIES**

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for

the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Bidders will submit, with their bids, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

The City shall be the sole judge of equality and its decision shall be final.

#### 1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addendum issued. Where there appears to be a conflict between this Bid solicitation and any addendum the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal addendum by signing the addendum and including it with their Bid. Failure to include a signed formal Addendum in its Bid shall deem the Bid non-responsive; provided, however, that the City may waive this requirement in its best interest.

#### 1.6 REJECTION OF BIDS

The City may reject a bid if:

- A. The Bidder fails to acknowledge receipt of an addendum, or if
- B. The Bidder misstates or conceals any material fact in the bid, or if
- C. The bid does not strictly conform to the law or requirements of the bid, or if
- D. The bid is conditional, except that the Bidder may qualify its bid for acceptance by the City on an "all or none" basis, group basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- E. The City is under a pre-lawsuit claim from the Bidder or is involved in current litigation with the Bidder.

The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in paragraph D above.

#### 1.7 WITHDRAWAL OF BIDS

- A. Bids shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The City may permanently retain as liquidated damages the bid deposit furnished by any Bidder who requests to withdraw a bid after the bid opening.

#### 1.8 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of the opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be returned un-opened to the sender and rejected as late.

#### 1.9 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the addenda in reverse chronological order, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

#### 1.10 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he or she may submit to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving an Invitation for Bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

#### 1.11 INVOICING/PAYMENT

All invoices should be sent to: City of Hollywood, Financial Services Department, P.O. Box 229045, Hollywood, Florida 33022-9045. In accordance with Florida Statutes Chapter 218, payment will be made within 45 days after receipt of Services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

Payment will be made by the City after commodities/Services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must reference the purchase order number or contract number.

When a contractor receives from the City of Hollywood any payment for contractual Services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received, on a pro rata basis, to the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor, without reasonable cause, fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) Working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose Work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

#### 1.12 TOTAL BID DISCOUNT

If a Bidder offers a discount for the award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in the tabulation and award of the bid.

Bidder may offer cash discounts for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

In connection with any discount offered, time will be computed from the date of receipt of supplies or Services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

#### 1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of a contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or Services as described in this Bid; have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or Services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the



proper authorities of the City.

- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience), in making the award in the best interest of the City. In all cases, the City of Hollywood shall have no liability to any contractor for any costs or expenses incurred in connection with this bid or otherwise.

#### 1.14 NOTICE REQUIREMENTS

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of a hard copy; and in any case addressed as follows:

To the City

Project Manager: Paul Bassar  
City of Hollywood  
Attention: Paul Bassar  
Phone: 954-921-3628  
Fax:  
E-mail: pbassar@hollywoodfl.org

and,

To the Contract Compliance Officer:  
Paul A. Bassar  
Office of the City Manager  
P.O. Box 229045  
Hollywood, FL 33022-9045  
Phone: (954) 921-3628 Fax: (954) 921-3086  
Email: pbassar@hollywoodfl.org

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, fax number and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

#### 1.15 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the City of Hollywood. The Contractor shall supply competent and physically capable employees and the City is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

#### 1.16 AWARD OF BID

- A. The Evaluation Committee will make a recommendation based upon the lowest responsive and responsible bidder(s) whose bid(s) conforms to the Invitation for Bids and is most advantageous to the City.
- B. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies its bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or Services from this contract through the effective period of the award. In any situation where obtaining Services from the Primary Vendor (s) is not in the best interest of the City, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain Services from the Secondary Vendor (s).

- D. One or more Contractors may be designated as approved on an alternating/rotating basis for the delivery of materials and/or Services from this contract through the effective period of the award. In situations where obtaining Services from the alternating vendor is not in the best interest of the city, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain material and/or Services from the next available vendor.
- E. The successful Bidder shall be notified in writing of the award.
- F. Delivery of materials and/or Services shall be performed upon receipt by the successful bidder of a numbered, signed purchase order, blanket purchase order or fully executed agreement.

#### 1.17 BID PROTESTS

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective bidder who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. . Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of the bid.

- A. The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.
- B. A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
- C. Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit, the Directory shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protestor and any other interested party, and the process leading to the award shall proceed.

#### 1.18 AGREEMENT

An agreement shall be sent to the awarded bidder to be executed and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded bidder.

#### 1.19 NOTICE TO PROCEED

A signed Purchase Order, blanket purchase order or fully executed agreement will be the Contractor's authorization to proceed and may substitute for a "Notice to Proceed" form.

## 1.20 OTHER GOVERNMENTAL ENTITIES

If the Bidder is awarded a contract as a result of this IFB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies so requesting the products or Services awarded in accordance with the terms and conditions of the IFB and resulting contract.

## 1.21 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and its bid(s) rejected for:

- A. Poor performance or default, in the City's opinion, on one or more previous contracts with the City.
- B. Poor performance or default, in the City's opinion, on one or more previous contracts with other public entities.
- C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

## 1.22 RESERVATIONS FOR AWARD AND REJECTION OF BIDS

The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the IFB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or Services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the IFB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided Services to the City in the past. This procedure will continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

## 1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the Work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

## 1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

## 1.25 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies to any contract for goods or Services of \$1 million or more: The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

#### 1.26 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual, corporation or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### 1.27 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

#### 1.28 COLLUSION

The bidder, by affixing its signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

#### 1.29 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

#### 1.30 FORCE MAJEURE

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the City or Contractor thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

#### 1.31 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. A Bidder, by virtue of bidding, certifies that if awarded any portion of the IFB, it will supply only material or equipment that is 100% asbestos free.

#### 1.32 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the substantive

and procedural laws of the State of Florida. This will apply notwithstanding such factors as where the contract is entered into and the place where the accident occurs and notwithstanding conflicts of law principles that would otherwise apply.

### 1.33 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

### 1.34 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

### 1.35 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

### 1.36 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded bidder shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

### 1.37 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: Services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patents, copyrights, service marks, trade secrets, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and its officers, agents and employees and defend any action brought against the City or any of its officers, agents or employees with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation,



at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

- D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or other proprietary rights claim or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secret, patent right, or other intellectual property right in the performance of the Work.

### 1.38 PUBLIC RECORDS LAW

If applicable, for each public agency contract for Services, the Contractor is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Non-exempt public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed bids become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not, unless required as part of this IFB, submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission, not required as part of this IFB, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder.

### 1.39 ACCESS TO RECORDS

The City reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance

with applicable accounting and financial standards at no cost to the City.

#### 1.40 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood, Boulevard, Room 303, Hollywood, Florida 33020, 954-921-3628.

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Services Division by the date specified for a request for clarification. They may be mailed or faxed to (954) 921-3086 or emailed to [pbassar@hollywoodfl.org](mailto:pbassar@hollywoodfl.org).

#### 1.41 LOCAL PREFERENCE

Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsive responsible non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

#### 1.42 ELIGIBILITY

If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida Statutes, prior to entering into a contract with the City.

#### 1.43 VENDOR REGISTRATION

You do not need to be a City of Hollywood registered vendor to bid. However follow the instructions when you go to: [www.hollywoodfl.org](http://www.hollywoodfl.org)

The Contractor shall be a registered vendor with the City Procurement Services Division for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate vendor application and to update the application file for any changes for the duration of this Agreement, including any option years.

#### 1.44 CONFLICT IN SPECIFICATIONS

Where there appears to be a variance or conflict between these General Conditions and the Special Conditions or Technical Specifications outlined in the Bid Package, the order of preference shall be Technical Specifications, Special Conditions, and General Terms and Conditions.

#### 1.45 EXCEPTIONS TO PROPOSAL

The bidder shall list on the space provided on the bid page or on a separate sheet of paper any exceptions to the conditions of this Bid. This sheet shall be labeled, "Exceptions to Bid Provisions," and shall be attached to the Bid. If no exceptions are stated, it will be understood that all General, Special and Technical Conditions will be complied with, without exception.

#### 1.46 APPROVED EQUAL

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

#### 1.47 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items and feels that the technical specifications are overly restrictive, the Bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the IFB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders.

#### 1.48 MODEL NUMBER CORRECTIONS

If the model number for the make specified in this IFB is incorrect or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

#### 1.49 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

#### 1.50 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, and to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the bid form by the Bidder.

#### 1.51 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the City unless loss or damage results from negligence by the City. If the materials or Services supplied to the City are found to be defective or not to conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return the product at the Bidder's expense.

#### 1.52 DELIVERY TIME

Unless actual date of delivery is specified (or if specified, delivery cannot be met), the Bidder shall show the number of days required to make delivery after receipt of the purchase order in the space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal Working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into the contract document. Delivery shall be to the location specified in the bid specifications.

#### 1.53 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

#### 1.54 WARRANTY

Unless otherwise specified, all items proposed by the Bidder shall include a warranty covering Services, parts and/or labor for a specified period of time. The Bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and Workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

#### 1.55 DURATION OF AGREEMENT

This Agreement will be for the terms identified in this document, unless the Contractor is otherwise notified by the City. Any extension of this Agreement shall be in writing and approved by the same approval processes as the original agreement, except the City Manager is authorized to extend for up to 90 days when operationally

necessary.

#### 1.56 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for the time identified in the bid if agreed to in writing by both parties.

#### 1.57 MODIFICATION OF CONTRACT

The contract may only be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, blanket purchaser order or change order, as appropriate.

#### 1.58 MATERIAL SAFETY DATA SHEET (MSDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

#### 1.59 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and the bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the bid page under exceptions to specifications.

#### 1.60 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with the bidder's name and the manufacturer's brand name and number.

#### 1.61 PUBLIC ENTITY CRIMES

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

#### 1.62 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or Services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not award or perform Work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

#### 1.63 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

#### 1.64 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating their understanding of and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, and candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, the

bidder that otherwise is the lowest responsive responsible bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

#### 1.65 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or Services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

#### 1.66 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.
- D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.



Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this bid. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this bid. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid, the successful Bidder must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

#### 1.67 CITY WEBSITE

Bids, addenda, bid tabulations, lists of pre-bid conference attendees and other information are available on the Procurement Services Division's page, which can be found at: [www.hollywoodfl.org](http://www.hollywoodfl.org)

#### 1.68 DISCLAIMER

The City of Hollywood may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this bid constitutes only an invitation to make presentations to the City of Hollywood. The City of Hollywood reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City of Hollywood shall have no liability to any Contractor for any costs or expense incurred in connection with this bid or otherwise.

#### 1.69 CONFIDENTIALITY

As a political subdivision, the City of Hollywood is subject to the Florida Sunshine Law and Public Records Law. By submitting a Bid, the Contractor acknowledges that the materials submitted with the Bid and the

results of the City of Hollywood's evaluation may be open to public inspection upon proper request. The Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

#### 1.70 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The City of Hollywood's IFB and any associated addenda and attachments thereto, and
- C. The Contractor's Proposal.

#### 1.71 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the Services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### 1.72 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with

such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Contractor.

All Services undertaken by the Contractor before the City's approval of this Contract shall be at the Contractor's risk and expense.

#### 1.73 PRICING

Prices shall remain firm and fixed for the initial term of the Contract, however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

#### 1.74 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient Work due to its errors and omissions without cost to the City upon the request of the City for the established period of time after the date of acceptance of the project by the City, as stated in the bid, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the City for Work performed does not constitute a waiver of this guarantee.

#### 1.75 MANNER OF PERFORMANCE

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of this Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. Such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the City.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels upon reasonable request from the City, should the City make a determination, in its sole discretion, that said personnel staffing is inappropriate .
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the City and coordinate their respective Work efforts to most effectively and efficiently maintain progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### 1.76 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work Services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of independent contractors and not that of employees or agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

#### 1.77 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the City of Hollywood is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Contractors and their employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the Contractor's employees. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

#### 1.78 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City and/or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.

- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections A, B, and C above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

#### 1.79 AUTHORITY OF THE CITY'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each, with respect to matters within the City Manager's purview as set forth above, shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days



of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Contractor's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such question, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, the Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### 1.80 MUTUAL OBLIGATIONS

- A. This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- C. In those situations where this Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

#### 1.81 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

#### 1.82 AUDITS

The City, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the City. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

The Contractor agrees to grant access to the City's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate

documentation, and adequate procedures for determining the allowability and allocability of costs.

#### 1.83 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

#### 1.84 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of this Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the Services, will state in writing to the City the name of the proposed subcontractor, the portion of the sServices which the subcontractor is to do, the place of business of such subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the sServices in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the City that it has satisfactorily performed Services of the same general type which is required to be performed under this Agreement.
- E. The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All subcontractors are required to protect the confidentiality of the City and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

#### 1.85 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn

therefrom, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

#### 1.86 SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

#### 1.87 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and any other reasons related to contractor's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- D. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
  - 1. Stop Work on the date specified in the notice ("the Effective Termination Date");
  - 2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
  - 3. Cancel orders;
  - 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - 5. Take no action which will increase the amounts payable by the City under this Agreement.
- E. In the event that the City exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated, as stated in the payment Articles herein, for the:
  - 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - 2. Non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

F. All compensation pursuant to this Article is subject to audit.

#### 1.88 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;
2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the City where required by this Agreement;
6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of this Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### 1.89 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,

C. Such other damages as the City may sustain.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

#### 1.90 NONDISCRIMINATION

During the performance of this Contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 and related Acts (the "Act"). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### 1.91 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person submitting a bid for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or member of the immediate family or household of any of the aforesaid:
  - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or
  - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event the Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the



Contractor shall promptly bring such information to the attention of the City's Project Manager. The Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Contractor receives from the Project Manager in regard to remedying the situation.

#### 1.92 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the City, except as may be required by law.

#### 1.93 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

#### 1.94 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

#### 1.95 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are signed by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

#### 1.96 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for any extension term shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs

that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

#### 1.97 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's bidder lists, and prohibition from engaging in any business with the City.

#### 1.100 NO CONTINGENT FEES

The Vendor warrants that it has not employed or retained any company or person other than a bona fide employee Working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee Working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion and to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### 1.101 E-VERIFY

The Contractor acknowledges that the City may be utilizing the Contractor's Services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

#### 1.102 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

#### 1.103 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in this agreement and any amendments thereto, to any areas annexed into the City.

#### 1.104 DEFINITIONS & TERMS

When used in Contract Documents or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

Advertisement for Bids: The public notice inviting the submission of Bids for the Work.

Bid: The written offer of a Bidder to provide product or perform Work or service.

Bid Bond: A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

Bidder: Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

Bid Documents: The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, Insurance Requirements, COMMISSION General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

Bid Form: The form on which Bids are submitted.

Calendar Day: Everyday shown on the calendar.

Change Order: A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

Contract: The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

Contract Documents: The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

Contract Manager: Duly authorized representative designated to manage the Contract.

Contractor: The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of Hollywood and who is liable for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work.

Contract Date: The date on which the Agreement is effective.

Contract Time: The number of days allowed for completion of the Work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

City: A political subdivision, Incorporated City within Broward County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Council members.

City Manager: The Manager of the City of Hollywood, Florida.

Days: Reference made to Days shall mean consecutive calendar days.

Deliverables: All documentation and any items of any nature submitted by the Contractor to the City's Project Manager for review and approval in writing pursuant to the terms of this Agreement.

IFB: Invitation For Bid.

Lessee: Any individual, partnership or corporation having a tenant relationship with the City of Hollywood.

Liquidated Damages: The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the City's Contract Manager.

Notice To Proceed (NTP): The written communication issued by the City to the Contractor directing the Contractor to begin contract Work and establishing the date of commencement of the Work.

**Owner:** The term Owner as used in this Contract shall mean the City of Hollywood.

**Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the Work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the execution of the Work.

**Plans:** The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the Work to be done and which are part of the Contract Documents.

**Project:** The construction and Services required by the Contract Documents, which includes all labor, materials, equipment, and Services to be provided by the Contractor to fulfill the Contractor's obligations.

**Project Cost:** The sum of the construction costs, allowances for contingencies, the total cost of design professional and related Services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

**Project Manager:** The duly authorized representative designated to manage the Project.

**Scope of Service:** Document which details the Work to be performed by the Contractor.

**Subcontractor or Sub consultant:** Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

**The words "Work", "Services", "Program", or "Project":** All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

**The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import** to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

Supplier: **Beach Raker LLC**



## **HOLD HARMLESS AND INDEMNITY CLAUSE**

**Beach Raker LLC**

**(Company Name and Authorized Signature, Print Name)**

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

**George "Chip" L. Jones Jr.**

Signature

**Beach Raker LLC**

Name of Company

**George "Chip" Jones Jr.**

Printed Name

**President**

Title

Bid/RFP/RFQ Number: F-4614-19-PB Title: Beach Cleanup

Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020



Supplier: **Beach Raker LLC**



## NONCOLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: **Broward**, being first duly sworn, deposes and says that:

- (1) He/she is **George "Chip" L. Jones Jr.** of **Beach Raker LLC**, the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**George "Chip" L. Jones Jr.**

Signature

**Beach Raker LLC**

Name of Company

**George "Chip" L. Jones Jr.**

Printed Name

**President**

Title

Bid/RFP/RFQ Number: F-4614-19-PB Title: Beach Cleanup

Supplier: **Beach Raker LLC**



## SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

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

1. This form statement is submitted to **City Of Hollywood Florida**

By **George "Chip" L. Jones Jr.** for **Beach Raker LLC**

(Print individual's name and title)

(Print name of entity submitting sworn statement)

whose business address is **220 NE 13 Street, Pompano BEach FL 33060**

and if applicable its Federal Employer Identification Number (FEIN) is **82-5268879** If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

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

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

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

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

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the

entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

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

**George "Chip" L. Jones Jr.**

Signature

**Beach Raker LLC**

Name of Company

**George "Chip" L. Jones Jr.**

Printed Name

**President**

Title

Bid/RFP/RFQ Number: F-4614-19-PB Title: Beach Cleanup

Supplier: **Beach Raker LLC**



**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

**Beach Raker LLC**  
**220 NE 13 Street**  
**Pompano Beach FL 33060**

Application Number and/or Project Name:

**Solicitation F-4614-19-PB Beach Cleanup**

Applicant IRS/Vendor Number: **N/A**

**George "Chip" L. Jones Jr.**

Signature

**Beach Raker LLC**

Name of Company

**George "Chip" L. Jones Jr.**

Printed Name

**President**

Title

Bid/RFP/RFQ Number: F-4614-19-PB Title: Beach Cleanup

Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020



**Supplier: Beach Raker LLC**



### **DRUG-FREE WORKPLACE PROGRAM**

**IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

**George "Chip" L. Jones Jr.**  
VENDOR'S SIGNATURE

**George "Chip" L. Jones Jr.**  
PRINTED NAME

**Beach Raker LLC**  
NAME OF COMPANY

**President**  
TITLE

Bid/RFP/RFQ Number: F-4614-19-PB Title: Beach Cleanup

Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020

Supplier: **Beach Raker LLC**



## REFERENCES

F-4614-19-PB Beach Cleanup

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

<b>Company Name:</b>	City of Pompano Beach		
<b>Address:</b>	1201 NE 5 Avenue		
<b>City, State, ZIP:</b>	Pompano Beach FL 33060	<b>Phone Number:</b>	954-786-5516
<b>Point of Contact:</b>	Russell Ketchem	<b>Fax Number:</b>	954-545-7011
<b>Email:</b>	russell.ketchem@copbfl.com		
<b>Explain How This Referenced Work Is Similar To This Request:</b> Seaweed Raking, Barber Surf raking, Beach Tech Screening & Sifting, Cherrington Sifting, Trash and Debris Removal, Tilling, Turtle Nest Sub Meter Surveying and Re-establishment			
Date service was provided: 1979 - Present			

<b>Company Name:</b>	Town of Lauderdale By The Sea		
<b>Address:</b>	4501 N. Ocean Drive		
<b>City, State, ZIP:</b>	Lauderdale By The Sea FL 33308	<b>Phone Number:</b>	954-640-4232
<b>Point of Contact:</b>	Ken Bubach	<b>Fax Number:</b>	
<b>Email:</b>	ken@lbts-fl.gov		
<b>Explain How This Referenced Work Is Similar To This Request:</b> Seaweed Raking, Barber Surf raking, Beach Tech Screening & Sifting, Cherrington Sifting, Trash and Debris Removal, Tilling, Turtle Nest Sub Meter Surveying and Re-establishment			
Date service was provided: 1986 - Present			

<b>Company Name:</b>	Village of Key Biscayne		
<b>Address:</b>	88 W. McIntyre St		
<b>City, State, ZIP:</b>	Key Biscayne FL 33149	<b>Phone Number:</b>	305-365-7568
<b>Point of Contact:</b>	Jake Ozyman	<b>Fax Number:</b>	
<b>Email:</b>	jozyman@keybiscayne.fl.gov		
<b>Explain How This Referenced Work Is Similar To This Request:</b> Seaweed Raking, Barber Surf raking, Beach Tech Screening & Sifting, Cherrington Sifting, Trash and Debris Removal, Tilling, Turtle Nest Sub Meter Surveying and Re-establishment			
Date service was provided: 2014 - Present			

3 4

Supplier: **Beach Raker LLC****W-9**(Rev. August 2013)  
Department of the Treasury Internal  
Revenue Service**Request for Taxpayer  
Identification Number and  
Certification****Give to the  
requester. Do  
not send to the  
IRS.**Print **or type**  
See Specific  
Instructions  
on page 2.

Name (as shown on your income tax return)

**Beach Raker LLC**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☒ Partnership☐ Trust/estate☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation,  
P=partnership) **P**☐ Other (see instructions)Exemptions (see  
instructions):

Exempt payee code (if any)

Exemption from FATCA  
reporting code (if any)

Address (number, street, and apt. or suite no.)

**220 NE 13 Street**

City, state, and ZIP code

**Pompano Beach FL 33060**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I****Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number****Employer identification  
number****82-5268879****Part II****Certification**

Under penalties of perjury, I certify that:

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

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

**Sign Here**Signature of  
U.S. person \*

George "Chip" L. Jones Jr.

Date\*

**06/06/2019****General Instructions**

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

legislation enacted after we release it) will be posted on that page.

### Purpose of

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be



paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required	Generally, exempt payees 1 through 52

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

#### Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

to be reported and direct sales over \$5,0001	
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

### 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services

(including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

Form W-9 (Rev. 8-2013)

Page 4

**What Name and Number To Give the Requester****For this type of account:****Give name and SSN of:**

- |   |  |
|---|--|
| 1. Individual   | The individual   |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account 1 |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor 2  |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee 1<br>The actual owner 1  |
| 5. Sole proprietorship or disregarded entity owned by an individual   | The owner 3  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))                                   | The grantor*   |

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through

email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

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### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



## Lil Mo Marine Services

Bid Contact **Aaron Barrett**  
**jessica@lilmoservices.com**  
**Ph 941-531-2541**

Address **1322 SE 46th Ln #102**  
**Cape Coral , FL 33904**

Bid Notes **Please see attachment for list of equipment & employees.**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
F-4614-19-PB--01-01	Monthly Fixed Rate	<b>Supplier Product Code:</b>	<b>First Offer - \$36,628.75</b>	10 / month	<b>\$366,287.50</b>	Y Y
					<b>Supplier Total</b>	<b>\$366,287.50</b>

Lil Mo Marine Services

Item: **Monthly Fixed Rate**

Attachments

Op Plan PDF.pdf

## **Assets & Employees – Beach Cleanup**

### **➤ Assets**

- One BeachTech 2800 rake (Primary unit)
- One BeachTech 2000 rake (Stand by unit)
- One Tractor w/ Bucket & Box Blade
  - Substituting for Front End Loader w/ Bucket & Box Blade
- One Tractor w/ out attachments
  - Stand-by to be used when needed
- F-350 4x4 with 4yard Dump Bed
  - Substituting for Dump Truck
- Backpack Blower
- Club Car utility vehicle 4x4

### **➤ Employees**

- One (1) Lead Operator
- Two (2) Operators

Supplier: **Lil Mo Marine Services**

### ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): **Lil Mo Marine Services** Federal Tax Identification Number: **815385923**

If Corporation - Date Incorporated/Organized: **05/12/2017**

State Incorporated/Organized: **Georgia**

Company Operating Address: **1322 SE 46 Lane**

City **Cape Coral** State **United States** Zip Code **33904**

Remittance Address (if different from ordering address):

City State Zip Code

Company Contact Person: **Aaron Barrett** Email Address: **aaron@lilmoservices.com**

Phone Number (include area code): **9415312541** Fax Number (include area code):

Company's Internet Web Address: **lilmoservices.com**

IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.

Bidder/Proposer's Authorized Representative's Signature: **Aaron Barrett** Date **06/05/2019**

Type or Print Name: **Aaron Barrett**

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS OFFER.

Bid/RFP/RFQ Number: F-4614-19-PB Title: Beach Cleanup

Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020

**Supplier: Lil Mo Marine Services**Issue Date **06/05/2019**City of Hollywood, Florida  
Solicitation # F-4614-19-PB**SUBMISSION**

Proposal Due Date: Jun 6, 2019 3:00:00 PM EDT

How to submit bids/proposals: Vendor's solicitation response must be submitted electronically through BidSync, the City's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The City will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

**Important Notice:**

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

**Supplier: Lil Mo Marine Services**



### **CONE OF SILENCE**

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and Services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing with the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org/ConeOfSilence>

All communications regarding this bid should be sent in writing to the Procurement Services Division as identified in this bid.

**Bid/RFP/RFQ Number: F-4614-19-PB Title: Beach Cleanup**

**Supplier: Lil Mo Marine Services**

City of Hollywood, Florida  
IFB # F-4614-19-PB

**Issue Date****1.0 GENERAL TERMS AND CONDITIONS****1.1 INSTRUCTIONS TO BIDDERS**

It is the policy of the City to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of Work specified in the Bid Solicitation are encouraged to submit bids. To receive notification and to be eligible to bid vendor should be registered with BidSync. Vendors may register with the BidSync (registration is free) to be included on a mailing list for selected categories of goods and Services. In order to be processed for payment, any awarded vendor must register with the City by completing and returning a Vendor Application and all supporting documents. For information and to apply as a vendor, please visit our website at [hollywoodfl.org](http://hollywoodfl.org) to download an application and submit it to Procurement Services Division.

**1.2 BIDDERS RESPONSIBILITIES**

Bidders are required to submit their bids upon the following express conditions:

- A. Bidders shall thoroughly examine the drawings, specifications, schedules, instructions and all other contract documents.
- B. Bidders shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or Services as required by the bid conditions. No plea of ignorance, by the bidder, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation due the bidder.
- C. Bidders are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable County Ordinances, State Statutes and Federal Statutes.

**1.3 PREPARATION OF BIDS**

Bids will be prepared in accordance with the following:

- A. The City's enclosed Bid Proposal Form, in its entirety, is to be used in submitting your bid. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the bid form shall be furnished. The bidder shall sign each continuation sheet (where indicated) on which an entry is made.
- C. Unit prices shall be shown and where there is an error in extension of prices, the unit price shall govern.
- D. Alternate bids will not be considered unless authorized in the Invitation to Bid document.
- E. Proposed delivery time must be shown in calendar days, which shall include weekends and holidays.

The City of Hollywood is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the bid. However, this exemption does not apply to vendors' purchases of goods or Services used in Work or goods supplied to the City. Vendors are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

**1.4 DESCRIPTION OF SUPPLIES**

Any manufacturer's names, trade names, brand names, or catalog numbers used in these applications are for



the purpose of describing and establishing minimum requirements or level of quality, standards of performance, and design required, and are in no way intended to prohibit the bidding of other manufacturers' items of equal material, unless specifications state "NO SUBSTITUTIONS."

Bidders must indicate any variances to the specifications, terms, and conditions, no matter how slight. If variations are not stated in the Proposal, it shall be construed that the bid fully complies with the Specifications, Terms and Conditions.

Bidders are required to state exactly what they intend to furnish; otherwise they shall be required to furnish the items as specified.

Bidders will submit, with their bids, necessary data (factory information sheets, specifications, brochures, etc.) to evaluate and determine the quality of the item(s) they are bidding.

The City shall be the sole judge of equality and its decision shall be final.

#### 1.5 ADDENDA

The Procurement Services Division may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this Bid solicitation document or in any addendum issued. Where there appears to be a conflict between this Bid solicitation and any addendum the last addendum issued shall prevail. It is the Bidder's responsibility to ensure receipt of all addenda and any accompanying documents. Bidder(s) shall acknowledge receipt of any formal addendum by signing the addendum and including it with their Bid. Failure to include a signed formal Addendum in its Bid shall deem the Bid non-responsive; provided, however, that the City may waive this requirement in its best interest.

#### 1.6 REJECTION OF BIDS

The City may reject a bid if:

- A. The Bidder fails to acknowledge receipt of an addendum, or if
- B. The Bidder misstates or conceals any material fact in the bid, or if
- C. The bid does not strictly conform to the law or requirements of the bid, or if
- D. The bid is conditional, except that the Bidder may qualify its bid for acceptance by the City on an "all or none" basis, group basis, or a "low item" basis. An "all or none" basis bid must include all items upon which bids are invited.
- E. The City is under a pre-lawsuit claim from the Bidder or is involved in current litigation with the Bidder.

The City may reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in paragraph D above.

#### 1.7 WITHDRAWAL OF BIDS

- A. Bids shall be deemed enforceable for a period of 120 days after the time set for the bid opening.
- B. Bids may be withdrawn prior to the time set for the bid opening. Such request must be in writing.
- C. The City may permanently retain as liquidated damages the bid deposit furnished by any Bidder who requests to withdraw a bid after the bid opening.

#### 1.8 LATE BIDS OR MODIFICATIONS

Only bids or proposals received as of the opening date and time will be considered timely. Bids and modifications received after the time set for the bid opening will be returned un-opened to the sender and rejected as late.

#### 1.9 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be the addenda in reverse chronological order, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

#### 1.10 CLARIFICATION OR OBJECTION TO BID SPECIFICATIONS

If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications or other bid documents or any part thereof, he or she may submit to the Procurement Services Division on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving an Invitation for Bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objection to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Procurement Services on or before the date specified for a request for clarification.

#### 1.11 INVOICING/PAYMENT

All invoices should be sent to: City of Hollywood, Financial Services Department, P.O. Box 229045, Hollywood, Florida 33022-9045. In accordance with Florida Statutes Chapter 218, payment will be made within 45 days after receipt of Services and a proper invoice. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Bidders should state any payment discount in the space provided on the proposal form.

Payment will be made by the City after commodities/Services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must reference the purchase order number or contract number.

When a contractor receives from the City of Hollywood any payment for contractual Services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of Work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received, on a pro rata basis, to the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor, without reasonable cause, fails to make payments required by this section to Subcontractors and Material Suppliers within fifteen (15) Working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent (1%) of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose Work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

#### 1.12 TOTAL BID DISCOUNT

If a Bidder offers a discount for the award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in the tabulation and award of the bid.

Bidder may offer cash discounts for prompt payment; however, such discounts shall NOT be considered in determining the lowest net cost for bid evaluation purposes. Bidders are encouraged to reflect cash discounts in the unit prices quoted.

In connection with any discount offered, time will be computed from the date of receipt of supplies or Services or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

#### 1.13 COMPETENCY OF BIDDERS

- A. Pre-award inspection of the Bidder's facility may be made prior to the award of a contract. Bids will be considered only from firms which are regularly engaged in the business of providing the goods and/or Services as described in this Bid; have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or Services if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the

proper authorities of the City.

- B. The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder, including past performance (experience), in making the award in the best interest of the City. In all cases, the City of Hollywood shall have no liability to any contractor for any costs or expenses incurred in connection with this bid or otherwise.

#### 1.14 NOTICE REQUIREMENTS

All notices required or permitted under the Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of a hard copy; and in any case addressed as follows:

To the City

Project Manager: Paul Bassar  
City of Hollywood  
Attention: Paul Bassar  
Phone: 954-921-3628  
Fax:  
E-mail: pbassar@hollywoodfl.org

and,

To the Contract Compliance Officer:  
Paul A. Bassar  
Office of the City Manager  
P.O. Box 229045  
Hollywood, FL 33022-9045  
Phone: (954) 921-3628 Fax: (954) 921-3086  
Email: pbassar@hollywoodfl.org

To the Contractor

Notices will be sent to the contractor at the physical address, e-mail address, fax number and to the person listed in the Contractor's proposal, as applicable.

Either party may at any time designate a different address and/or contact person by giving written notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

#### 1.15 EMPLOYEES

All employees of the Contractor shall be considered to be at all times the sole employees of the Contractor, under the Contractor's sole direction, and not employees or agents of the City of Hollywood. The Contractor shall supply competent and physically capable employees and the City is authorized to require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

Each employee at all times shall have and display in plain view proper identification. The names of the employee and the company shall be displayed on the front of the employee's shirt.

#### 1.16 AWARD OF BID

- A. The Evaluation Committee will make a recommendation based upon the lowest responsive and responsible bidder(s) whose bid(s) conforms to the Invitation for Bids and is most advantageous to the City.
- B. The City reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies its bid by specified limitations.
- C. One or more Contractors may be designated as approved Primary or Secondary Vendor(s) for the delivery of material and/or Services from this contract through the effective period of the award. In any situation where obtaining Services from the Primary Vendor (s) is not in the best interest of the City, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain Services from the Secondary Vendor (s).

- D. One or more Contractors may be designated as approved on an alternating/rotating basis for the delivery of materials and/or Services from this contract through the effective period of the award. In situations where obtaining Services from the alternating vendor is not in the best interest of the city, or the vendor cannot deliver material and/or Services within 24 hours of the date required, or on an emergency basis, staff may obtain material and/or Services from the next available vendor.
- E. The successful Bidder shall be notified in writing of the award.
- F. Delivery of materials and/or Services shall be performed upon receipt by the successful bidder of a numbered, signed purchase order, blanket purchase order or fully executed agreement.

#### 1.17 BID PROTESTS

The City shall provide notice of its intent to award or reject to all bidders by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective bidder who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Director of Procurement Services. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Procurement Services Division. . Failure to file a protest within the time-frame specified herein shall constitute a full waiver of all rights to protest the City's decision regarding the award of the bid.

- A. The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.
- B. A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.
- C. Upon receipt of a formal written protest, the City may stop award proceedings until resolution of the protest; unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest pursuant to this section shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall thereupon review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit, the Directory shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protestor and any other interested party, and the process leading to the award shall proceed.

#### 1.18 AGREEMENT

An agreement shall be sent to the awarded bidder to be executed and returned to the City for execution. The City will provide a copy of the fully executed agreement to the awarded bidder.

#### 1.19 NOTICE TO PROCEED

A signed Purchase Order, blanket purchase order or fully executed agreement will be the Contractor's authorization to proceed and may substitute for a "Notice to Proceed" form.

## 1.20 OTHER GOVERNMENTAL ENTITIES

If the Bidder is awarded a contract as a result of this IFB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies so requesting the products or Services awarded in accordance with the terms and conditions of the IFB and resulting contract.

## 1.21 DISQUALIFICATION OF BIDDERS

A bidder may be disqualified temporarily or permanently and its bid(s) rejected for:

- A. Poor performance or default, in the City's opinion, on one or more previous contracts with the City.
- B. Poor performance or default, in the City's opinion, on one or more previous contracts with other public entities.
- C. Insufficient financial or company size, in the City's opinion, to perform the requirements of the contract.

## 1.22 RESERVATIONS FOR AWARD AND REJECTION OF BIDS

The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the IFB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or Services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the IFB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided Services to the City in the past. This procedure will continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

## 1.23 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the Work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

## 1.24 ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the City.

## 1.25 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

Bidders shall comply with all local, state and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including, but not limited to:

- A. Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this contract.
- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).

- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a contractor commits either of these violations, such violation shall be cause for unilateral cancellation of the contract.
- D. This Section applies to any contract for goods or Services of \$1 million or more: The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

#### 1.26 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement, may be debarred from doing business with the City. The City as further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual, corporation or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### 1.27 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

#### 1.28 COLLUSION

The bidder, by affixing its signature to this proposal, agrees to the following: "Bidder certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation, making a bid for the same items, or the initiating City department, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

#### 1.29 COPELAND "ANTI-KICKBACK"

Contractor and all subcontractors will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

#### 1.30 FORCE MAJEURE

The Agreement which is awarded to the successful Bidder may provide that the performance of any act by the City or Contractor thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due Contractor for such period of time. If the condition of force majeure exceeds a period of 14 days the City may, at its option and discretion, cancel or renegotiate the Agreement.

#### 1.31 ASBESTOS STATEMENT

All material supplied must be 100% asbestos free. A Bidder, by virtue of bidding, certifies that if awarded any portion of the IFB, it will supply only material or equipment that is 100% asbestos free.

#### 1.32 GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the substantive

and procedural laws of the State of Florida. This will apply notwithstanding such factors as where the contract is entered into and the place where the accident occurs and notwithstanding conflicts of law principles that would otherwise apply.

### 1.33 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

### 1.34 SOVEREIGN IMMUNITY

Nothing in this agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits on liability set forth in Section 768.28, Florida Statute.

### 1.35 SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the City under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

### 1.36 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor shall indemnify and hold harmless the City of Hollywood and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense, which the City of Hollywood, or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded bidder or its employees, agents, servants, partners, principals or subcontractors. Furthermore, the awarded bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded bidder expressly understands and agrees that any insurance protection required by the resulting agreement or otherwise provided by the awarded bidder shall cover the City of Hollywood, its officers, employees, agents and instrumentalities and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed by or utilized by the Contractor in the performance of the contract.

### 1.37 PATENT AND COPYRIGHT INDEMNIFICATION

- A. The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: Services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patents, copyrights, service marks, trade secrets, or any other third party proprietary rights.
- B. The Contractor shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the City's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the City and its officers, agents and employees and defend any action brought against the City or any of its officers, agents or employees with respect to any claim, demand, and cause of action, debt, or liability.
- C. In the event any deliverable or anything provided to the City hereunder, or a portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation,



at the City's option, to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at the Contractor's expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the City, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

- D. The Contractor shall be solely responsible for determining and informing the City whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or other proprietary rights claim or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the Work or be unlawful.
- E. The Contractor shall not infringe any copyright, trademark, service mark, trade secret, patent right, or other intellectual property right in the performance of the Work.

### 1.38 PUBLIC RECORDS LAW

If applicable, for each public agency contract for Services, the Contractor is required to comply with F.S. 119.0701, which includes the following:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter 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.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Non-exempt public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. Sealed bids become subject to this statute, notwithstanding bidders' or proposers' requests to the contrary, at the time the City provides notice of a decision or intended decision, or 30 days after bid or proposal opening, whichever is earlier.

Financial statements submitted in response to a request by the City may be confidential, and exempt from disclosure. Data processing software obtained under a licensing agreement which prohibits its disclosure is also exempt.

Bidders are hereby notified and agree that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes. The bidder shall not, unless required as part of this IFB, submit any information in response to this invitation which the bidder considers to be a trade secret, proprietary or confidential. The submission, not required as part of this IFB, of any information to the City in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder.

### 1.39 ACCESS TO RECORDS

The City reserves the right to require the Contractor to submit to an audit. The Contractor shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the City for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance

with applicable accounting and financial standards at no cost to the City.

#### 1.40 INFORMATION

Further information, if desired, may be obtained from the Procurement Services Division, 2600 Hollywood, Boulevard, Room 303, Hollywood, Florida 33020, 954-921-3628.

Questions or requests for clarification of the specifications shall be in writing and received by the Procurement Services Division by the date specified for a request for clarification. They may be mailed or faxed to (954) 921-3086 or emailed to [pbassar@hollywoodfl.org](mailto:pbassar@hollywoodfl.org).

#### 1.41 LOCAL PREFERENCE

Pursuant to §38.50 of the City of Hollywood Code of Ordinances, the City shall grant a preference to Hollywood vendors if their initial bid is within 5% of the bid of the lowest responsive responsible bidder that is a non-local Hollywood vendor. The preference shall allow the local Hollywood vendor to submit a second and final offer which must be at least 1% less than the bid of the lowest responsive responsible non-local Hollywood vendor to be awarded. The local Hollywood vendor shall have the burden of demonstrating that it maintains a permanent place of business with full-time employees within the City limits and has done so for a minimum of one (1) year prior to the date of issuance of a bid solicitation within Hollywood, Florida. All supporting documentation (e.g. City of Hollywood valid local business tax receipt) for local preference eligibility must be received with the bid package prior to the bid opening date and time.

#### 1.42 ELIGIBILITY

If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida Statutes, prior to entering into a contract with the City.

#### 1.43 VENDOR REGISTRATION

You do not need to be a City of Hollywood registered vendor to bid. However follow the instructions when you go to: [www.hollywoodfl.org](http://www.hollywoodfl.org)

The Contractor shall be a registered vendor with the City Procurement Services Division for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate vendor application and to update the application file for any changes for the duration of this Agreement, including any option years.

#### 1.44 CONFLICT IN SPECIFICATIONS

Where there appears to be a variance or conflict between these General Conditions and the Special Conditions or Technical Specifications outlined in the Bid Package, the order of preference shall be Technical Specifications, Special Conditions, and General Terms and Conditions.

#### 1.45 EXCEPTIONS TO PROPOSAL

The bidder shall list on the space provided on the bid page or on a separate sheet of paper any exceptions to the conditions of this Bid. This sheet shall be labeled, "Exceptions to Bid Provisions," and shall be attached to the Bid. If no exceptions are stated, it will be understood that all General, Special and Technical Conditions will be complied with, without exception.

#### 1.46 APPROVED EQUAL

When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.

#### 1.47 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items and feels that the technical specifications are overly restrictive, the Bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the IFB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all Bidders.

#### 1.48 MODEL NUMBER CORRECTIONS

If the model number for the make specified in this IFB is incorrect or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

#### 1.49 INTERPRETATION OF THE APPROXIMATE QUANTITIES

The Bidder's attention is called to the fact that the estimate of quantities to be furnished under the specifications is approximate only and not guaranteed. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities.

#### 1.50 QUANTITIES

The City specifically reserves the right to accept all or any part of the bid, to split the award, and to increase or decrease the quantity to meet additional or reduced requirements of the City, without such change affecting the contract unit price set forth in the bid form by the Bidder.

#### 1.51 DELIVERY, INSPECTION & TITLE

Prices quoted and deliveries are to be FOB Destination and unloaded, unless otherwise specified in the Invitation for Bids, and made during regular business hours. Inspection and acceptance will be destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Bidder until acceptance by the City unless loss or damage results from negligence by the City. If the materials or Services supplied to the City are found to be defective or not to conform to specifications, the City reserves the right to cancel the order upon written notice to the Bidder and return the product at the Bidder's expense.

#### 1.52 DELIVERY TIME

Unless actual date of delivery is specified (or if specified, delivery cannot be met), the Bidder shall show the number of days required to make delivery after receipt of the purchase order in the space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal Working hours of the user, Monday through Friday, excluding holidays, unless otherwise specified and incorporated into the contract document. Delivery shall be to the location specified in the bid specifications.

#### 1.53 CLAIMS

Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items.

#### 1.54 WARRANTY

Unless otherwise specified, all items proposed by the Bidder shall include a warranty covering Services, parts and/or labor for a specified period of time. The Bidder shall submit information on both manufacturer and dealer warranties, where applicable, with the bid. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and Workmanship. At no expense to the City, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid solicitation may supersede the manufacturer's standard warranty.

#### 1.55 DURATION OF AGREEMENT

This Agreement will be for the terms identified in this document, unless the Contractor is otherwise notified by the City. Any extension of this Agreement shall be in writing and approved by the same approval processes as the original agreement, except the City Manager is authorized to extend for up to 90 days when operationally

necessary.

#### 1.56 CONTRACT RENEWAL

Any contract or agreement executed in conjunction with the award of a bid may be renewed for the time identified in the bid if agreed to in writing by both parties.

#### 1.57 MODIFICATION OF CONTRACT

The contract may only be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, blanket purchaser order or change order, as appropriate.

#### 1.58 MATERIAL SAFETY DATA SHEET (MSDS)

Under the terms of the Florida Right-to-Know Law (Chapter 442, Florida Statutes), all suppliers of products deemed to be toxic in substance, as indicated in the State of Florida Substance List, are required to submit a Material Safety Data Sheet (MSDS) for each substance as a condition of the award of the bid by the City.

#### 1.59 CONDITION OF MATERIALS AND PACKAGING

All equipment, materials, supplies, and components supplied under this bid must be new and unused, free from defects, and shall be the latest manufacturer's models unless otherwise specified. No others will be accepted under the terms and intent of this bid. All containers shall be new and suitable for storage or shipment, and the bid price shall include standard commercial packaging. Any exceptions to this provision shall be detailed on the bid page under exceptions to specifications.

#### 1.60 SAMPLES

Samples, when required, must be submitted within the time specified at no expense to the City. If not destroyed or used up during testing, samples will be returned upon request at the bidder's expense. Each individual sample must be labeled with the bidder's name and the manufacturer's brand name and number.

#### 1.61 PUBLIC ENTITY CRIMES

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

#### 1.62 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or Services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public Work, may not submit bids on leases of real property to a public entity, may not award or perform Work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

#### 1.63 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

#### 1.64 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Bidders shall sign and submit this attached form indicating their understanding of and compliance with the City's and State's policies prohibiting solicitation and acceptance of gifts by public officers, employees, and candidates.

Failure to submit this signed form will result in your bid being declared non-responsive; provided, however, the

bidder that otherwise is the lowest responsive responsible bidder may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

#### 1.65 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this Invitation to Bid that the submission of any bid response to this advertised request constitutes a bid made under the same terms and conditions, for the same price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or Services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

#### 1.66 INSURANCE REQUIREMENTS

Upon the City's notification, the Contractor shall furnish to the Procurement Services Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Workers' Compensation Insurance for all employees of the Contractor as required by Florida Statute Chapter 440. Should the Contractor be exempt from this Statute, the Contractor and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt contractor shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of this contract or (ii) a copy of a Certificate of Exemption.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage. The City of Hollywood must be shown as an additional insured with respect to this coverage. The mailing address of City of Hollywood, Florida, 2600 Hollywood Boulevard, Hollywood, Florida 33021, as the certificate holder, must appear on the certificate of insurance.
- C. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$1,000,000 Combined Single Limit.
- D. The City reserves the right to require any other insurance it deems necessary depending on the exposure.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VII, as assigned by the A.M. Best Company.

Compliance with the foregoing requirements shall not relieve the Contractor of any liability or obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after City notification to Contractor to comply before the award becomes final. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after City notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the City.

The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days' prior written notice has been given to the City. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the City at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the City shall suspend the Contract until such time as the new or renewed certificates are received by the City in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the City may, at its sole discretion, terminate this contract.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or Services in this bid. A violation of this requirement at any time during the term, or any extension thereof, shall be grounds for the immediate termination of any contract entered in to pursuant to this bid. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid, the successful Bidder must submit a signed statement from the insurance agency of record that the full policy contains no such exception.

#### 1.67 CITY WEBSITE

Bids, addenda, bid tabulations, lists of pre-bid conference attendees and other information are available on the Procurement Services Division's page, which can be found at: [www.hollywoodfl.org](http://www.hollywoodfl.org)

#### 1.68 DISCLAIMER

The City of Hollywood may, in its sole and absolute discretion, accept or reject, in whole or in part, for any reason whatsoever any or all Bids; re-advertise this Bid; postpone or cancel at any time this Bid process; or, waive any formalities or irregularities in the bidding process. Bids that are not submitted on time and/or do not conform to the City of Hollywood's requirements will not be considered. After all bids are analyzed, organization(s) submitting bids that appear, solely in the opinion of the City of Hollywood, to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City of Hollywood. The selection by the City of Hollywood shall be based on the bid, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City of Hollywood. The issuance of this bid constitutes only an invitation to make presentations to the City of Hollywood. The City of Hollywood reserves the right to determine, at its sole discretion, whether any aspect of the bid satisfies the criteria established in this Bid. In all cases the City of Hollywood shall have no liability to any Contractor for any costs or expense incurred in connection with this bid or otherwise.

#### 1.69 CONFIDENTIALITY

As a political subdivision, the City of Hollywood is subject to the Florida Sunshine Law and Public Records Law. By submitting a Bid, the Contractor acknowledges that the materials submitted with the Bid and the

results of the City of Hollywood's evaluation may be open to public inspection upon proper request. The Contractor should take special note of this as it relates to proprietary information that might be included in its Bid.

#### 1.70 ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of the Agreement, the order of precedence is as follows:

- A. The terms and conditions of the agreement
- B. The City of Hollywood's IFB and any associated addenda and attachments thereto, and
- C. The Contractor's Proposal.

#### 1.71 NATURE OF THE AGREEMENT

The Agreement incorporates and includes all negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in the Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the Agreement that are not contained in the Agreement, and that the Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that the Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.

The Contractor shall provide the Services set forth in the Scope of Services, and render full and prompt cooperation with the City in all aspects of the Services performed hereunder.

The Contractor acknowledges that the Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in the Agreement but necessary to carrying out its intent are required by the Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.

The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the City's Project Manager.

The Contractor acknowledges that the City shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations.

The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the City. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the City with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### 1.72 PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the City's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with



such Work and Services, shall be in the total amount submitted on the Bid Form. The City shall have no obligation to pay the Contractor any additional sum(s) in excess of this amount, except for a change and/or modification to the Contract which is approved and executed in writing by the City and the Contractor.

All Services undertaken by the Contractor before the City's approval of this Contract shall be at the Contractor's risk and expense.

#### 1.73 PRICING

Prices shall remain firm and fixed for the initial term of the Contract, however, the Contractor may offer incentive discounts to the City at any time during the Contract term, including any renewal or extension thereof.

#### 1.74 GUARANTEE

The Contractor shall be responsible for technically deficient designs, reports, or studies due to its errors and omissions, and shall promptly correct or replace all such deficient Work due to its errors and omissions without cost to the City upon the request of the City for the established period of time after the date of acceptance of the project by the City, as stated in the bid, which are judged to have been in error by a court of competent jurisdiction. Contractor shall also be responsible for the cost of correcting deficient construction which was built from technically deficient designs. Payment in full by the City for Work performed does not constitute a waiver of this guarantee.

#### 1.75 MANNER OF PERFORMANCE

- A. The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the City in accordance with the terms and conditions of this Agreement. The City shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the City, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. Such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- B. The Contractor agrees to defend, hold harmless and indemnify the City and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the City, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the City.
- C. The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels upon reasonable request from the City, should the City make a determination, in its sole discretion, that said personnel staffing is inappropriate .
- D. The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein in a competent and professional manner.
- E. The Contractor shall at all times cooperate with the City and coordinate their respective Work efforts to most effectively and efficiently maintain progress in performing the Services.
- F. The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### 1.76 INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work Services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of independent contractors and not that of employees or agents of the City.

The Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than specifically provided for in this Agreement.

#### 1.77 PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, the City of Hollywood is subject to the provisions of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the City's possession may constitute or contain information or materials which the City has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the City has developed at its own expense, the disclosure of which could harm the City's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the City's property, any computer programs, data compilations, or other software which the City has developed, has used or is using, is holding for use, or which are otherwise in the possession of the City (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Contractors and their employees, except as authorized by the City and, if the Computer Software has been leased or purchased by the City, all third party license agreements must also be honored by the Contractor's employees. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the City any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the City's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

#### 1.78 PROPRIETARY RIGHTS

- A. The Contractor hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Contractor hereunder or furnished by the Contractor to the City and/or created by the Contractor for delivery to the City, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the City, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- B. All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.

- C. Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Contractor's performance hereunder.
- D. Except as otherwise provided in subsections A, B, and C above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all licensed software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such licensed software and the associated specifications, technical data and other documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use and/or disclose, in whole or in part, the technical documentation and licensed software, including any source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such licensed software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

#### 1.79 AUTHORITY OF THE CITY'S PROJECT MANAGER

- A. The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Bid; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- B. The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in the section below. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the parties to this Agreement authorize the City Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each, with respect to matters within the City Manager's purview as set forth above, shall be conclusive, final and binding on the parties. Any such dispute shall be brought, if at all, before the City Manager within 10 days

of the occurrence, event or act out of which the dispute arises.

The City Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether the Contractor's performance or any deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the City Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the City Manager for a decision, together with all evidence and other pertinent information in regard to such question, in order that a fair and impartial decision may be made. The parties agree that whenever the City Manager is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be deemed fair and impartial when exercised or taken. The City Manager shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, the Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### 1.80 MUTUAL OBLIGATIONS

- A. This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereof unless acknowledged in writing by the duly authorized representatives of both parties.
- B. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- C. In those situations where this Agreement imposes an indemnity or defense obligation on the Contractor, the City may, at its expense, elect to participate in the defense if the City should so choose. Furthermore, the City may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs and attorney's fees from the Contractor.

#### 1.81 QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers shall retain such records, and all other documents relevant to Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

#### 1.82 AUDITS

The City, or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and those of its subcontractors and suppliers which apply to all matters of the City. Such records shall conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

The Contractor agrees to grant access to the City's Auditor to all financial and performance-related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate

documentation, and adequate procedures for determining the allowability and allocability of costs.

#### 1.83 SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Bid, the Contractor must notify the City in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

#### 1.84 SUBCONTRACTUAL RELATIONS

- A. If the Contractor will cause any part of this Agreement to be performed by a subcontractor, the provisions of this Contract will apply to such subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- B. The Contractor, before making any subcontract for any portion of the Services, will state in writing to the City the name of the proposed subcontractor, the portion of the sServices which the subcontractor is to do, the place of business of such subcontractor, and such other information as the City may require. The City will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the City.
- C. Before entering into any subcontract hereunder, the Contractor will inform the subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such subcontractor will strictly comply with the requirements of this Contract.
- D. In order to qualify as a subcontractor satisfactory to the City, in addition to the other requirements herein provided, the subcontractor must be prepared to prove to the satisfaction of the City that it has the necessary facilities, skill and experience, and ample financial resources to perform the sServices in a satisfactory manner. To be considered skilled and experienced, the subcontractor must show to the satisfaction of the City that it has satisfactorily performed Services of the same general type which is required to be performed under this Agreement.
- E. The City shall have the right to withdraw its consent to a subcontract if it appears to the City that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All subcontractors are required to protect the confidentiality of the City and City's proprietary and confidential information. Contractor shall furnish to the City copies of all subcontracts between Contractor and subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the City permitting the City to request completion of performance by the subcontractor of its obligations under the subcontract, in the event the City finds the Contractor in breach of its obligations, and the option to pay the subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the City to any subcontractor hereunder as more fully described herein.

#### 1.85 ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the City were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events, the City makes no representations or guarantees, the City shall not be responsible for the accuracy of the assumptions presented, the City shall not be responsible for conclusions to be drawn

therefrom, and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risks associated with using this information.

#### 1.86 SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

#### 1.87 TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- A. The City may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the City through fraud, misrepresentation or material misstatement.
- B. The City may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the City. Such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- C. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from City contracting in accordance with the City debarment procedures. The Contractor may be subject to debarment for failure to perform and any other reasons related to contractor's breach or failure of satisfactory performance.

In addition to cancellation or termination as otherwise provided in this Agreement, the City may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- D. The Contractor shall, upon receipt of such notice, unless otherwise directed by the City:
  - 1. Stop Work on the date specified in the notice ("the Effective Termination Date");
  - 2. Take such action as may be necessary for the protection and preservation of the City's materials and property;
  - 3. Cancel orders;
  - 4. Assign to the City and deliver to any location designated by the City any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - 5. Take no action which will increase the amounts payable by the City under this Agreement.
- E. In the event that the City exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated, as stated in the payment Articles herein, for the:
  - 1. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - 2. Non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and which have been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.

F. All compensation pursuant to this Article is subject to audit.

#### 1.88 EVENT OF DEFAULT

A. An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:

1. The Contractor has not delivered Deliverables on a timely basis;
2. The Contractor has refused or failed, except in any case for which an extension of time is provided, to supply enough properly skilled staff personnel;
3. The Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
4. The Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the City where required by this Agreement;
6. The Contractor has failed to provide "adequate assurances" as required under subsection "B" below; and
7. The Contractor has failed in the representation of any warranties stated herein.

B. When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the City may request that the Contractor, within the time frame set forth in the City's request, provide adequate assurances to the City, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the City receives such assurances, the City may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the City the requested assurances within the prescribed time frame, the City may:

1. Treat such failure as a repudiation of this Agreement;
2. Resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the City shall terminate this Agreement for default, the City or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

#### 1.89 REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- A. Lost revenues;
- B. The difference between the cost associated with procuring Services hereunder and the amount actually expended by the City for procurement of Services, including procurement and administrative costs; and,



C. Such other damages as the City may sustain.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The City may also bring any suit or proceeding for specific performance or for an injunction.

#### 1.90 NONDISCRIMINATION

During the performance of this Contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. By entering into this Contract with the City, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 and related Acts (the "Act"). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the City to be in violation of the Act, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### 1.91 CONFLICT OF INTEREST

The Contractor represents that:

- A. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- B. There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person submitting a bid for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or member of the immediate family or household of any of the aforesaid:
  - 1. Is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, supplies or Work, to which this Agreement relates or in any portion of the revenues; or
  - 2. Is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge, any subcontractor or supplier to the Contractor.
- C. Neither the Contractor nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligations under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.
- D. The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- E. In the event the Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the

Contractor shall promptly bring such information to the attention of the City's Project Manager. The Contractor shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the Contractor receives from the Project Manager in regard to remedying the situation.

#### 1.92 PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor, its employees, agents, subcontractors and suppliers, without the express written consent of the City:

- A. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- B. Represent, directly or indirectly, that any product or service provided by the Contractor has been approved or endorsed by the City, except as may be required by law.

#### 1.93 BANKRUPTCY

The City reserves the right to terminate this contract if, during the term of any contract the Contractor has with the City, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

#### 1.94 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

#### 1.95 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are signed by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

#### 1.96 COST ADJUSTMENTS

The cost for all items as quoted herein shall remain firm for the first term of the contract. Costs for any extension term shall be subject to an adjustment only if increases occur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 3% per year or, whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U) (National) as published by the Bureau of Labor Statistics, U.S. Dept. of Labor. The yearly increase or decrease in the CPI shall be that latest index published and available ninety (90) days prior to the end of the contract year then in effect compared to the index for the same month one year prior. Any requested cost increase shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the City shall have the right to receive from the Contractor reduction in costs

that reflect such cost changes in the industry. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the contract can be cancelled by the City upon giving thirty (30) days written notice to the Contractor.

#### 1.97 PROHIBITION OF INTEREST

No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder or termination of the agreement, removal of the Bidder from the City's bidder lists, and prohibition from engaging in any business with the City.

#### 1.100 NO CONTINGENT FEES

The Vendor warrants that it has not employed or retained any company or person other than a bona fide employee Working solely for the Vendor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee Working solely for the Vendor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or infraction of this provision, the City shall have the right to terminate the Agreement without liability at its discretion and to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

#### 1.101 E-VERIFY

The Contractor acknowledges that the City may be utilizing the Contractor's Services for a project that is funded in whole or in part by State funds pursuant to a contract between the City and a State agency. The Contractor shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Contractor during the Agreement term. The Contractor is also responsible for e-verifying its subcontractors, if any, pursuant to any agreement between the City and a State Agency, and reporting to the City any required information. The Contractor acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under this Agreement.

#### 1.102 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all Services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

#### 1.103 ANNEXATION

Contractor agrees to extend all terms, conditions and pricing in this agreement and any amendments thereto, to any areas annexed into the City.

#### 1.104 DEFINITIONS & TERMS

When used in Contract Documents or in related documents, the following terms shall have the meanings given below:

Addendum: A modification of the Plans, Specifications or other Contract Documents distributed to prospective Bidders prior to the opening of Bids.

**Advertisement for Bids:** The public notice inviting the submission of Bids for the Work.

**Bid:** The written offer of a Bidder to provide product or perform Work or service.

**Bid Bond:** A bond executed by a Bidder and its Surety in the attached form guaranteeing that the Bidder, if awarded the Contract will execute the same and will timely furnish the required Performance Bond, Payment Bond, and evidence of Insurance.

**Bidder:** Any individual, firm, partnership or corporation submitting a Bid in accordance with the Instructions to Bidders.

**Bid Documents:** The Advertisement for Bids, Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, Insurance Requirements, COMMISSION General Conditions, Special Provisions, Technical Specifications and Plans, together with all Addenda.

**Bid Form:** The form on which Bids are submitted.

**Calendar Day:** Everyday shown on the calendar.

**Change Order:** A written agreement executed by the City, the Contractor and the Contractor's Surety, covering modifications to the Contract recommended by the Project Manager and approved by the City Manager and/or City Commission.

**Contract:** The written agreement between the City and the Contractor for performance of the Work in accordance with the requirements of the Contract Documents and for the payment of the agreed consideration.

**Contract Documents:** The Instructions to Bidders, Bid Form, Bid Bond, Contract, Performance Bond, Payment Bond, General Conditions, Special Provisions, Supplemental Provisions, Technical Specifications and Plans, together with all Addenda, Change Orders, Schedules and Shop Drawings.

**Contract Manager:** Duly authorized representative designated to manage the Contract.

**Contractor:** The individual, firm, partnership, corporation or joint venture whose Bid is accepted and who enters into a Contract with the City of Hollywood and who is liable for the acceptable performance of the Work and for the payment of all legal debts pertaining to the Work.

**Contract Date:** The date on which the Agreement is effective.

**Contract Time:** The number of days allowed for completion of the Work. The Contract Time will be stipulated in the Bid Form, unless extended by a Change Order. All contract time shall be measured in calendar days.

**City:** A political subdivision, Incorporated City within Broward County of the State of Florida, whose governing body is a City Commission consisting of a Mayor, Vice Mayor and five City Council members.

**City Manager:** The Manager of the City of Hollywood, Florida.

**Days:** Reference made to Days shall mean consecutive calendar days.

**Deliverables:** All documentation and any items of any nature submitted by the Contractor to the City's Project Manager for review and approval in writing pursuant to the terms of this Agreement.

**IFB:** Invitation For Bid.

**Lessee:** Any individual, partnership or corporation having a tenant relationship with the City of Hollywood.

**Liquidated Damages:** The amount that the Contractor accepts, as stipulated in the Bid Form, which will be deducted from the Contract Sum for each Calendar day of delay due to a Non-excusable Delay to be determined by the City's Contract Manager.

**Notice To Proceed (NTP):** The written communication issued by the City to the Contractor directing the Contractor to begin contract Work and establishing the date of commencement of the Work.

**Owner:** The term Owner as used in this Contract shall mean the City of Hollywood.

**Performance and Payment Bonds:** Bonds executed by the Contractor and his Surety, on the attached forms, assuring that the Contractor will, in good faith, perform and guarantee the Work in full conformity with the terms of the Contract Documents and will promptly pay all persons supplying the Contractor with labor, materials, or supplies, used directly or indirectly by the Contractor in the execution of the Work.

**Plans:** The drawings or reproductions thereof, prepared and sealed by the Architect/Engineer, which show the locations, character, dimensions and details of the Work to be done and which are part of the Contract Documents.

**Project:** The construction and Services required by the Contract Documents, which includes all labor, materials, equipment, and Services to be provided by the Contractor to fulfill the Contractor's obligations.

**Project Cost:** The sum of the construction costs, allowances for contingencies, the total cost of design professional and related Services provided by consultant, and allowances for such other items as charges of all other professionals and consultants.

**Project Manager:** The duly authorized representative designated to manage the Project.

**Scope of Service:** Document which details the Work to be performed by the Contractor.

**Subcontractor or Sub consultant:** Any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf of and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.

**The words "Work", "Services", "Program", or "Project":** All matters and things required to be done by the Contractor in accordance with the provisions of the Contract.

**The words "Directed", "Required", "Permitted", "Ordered", "Designated", "Selected", "Prescribed", or words of like import** to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the City's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the City's Project Manager. In resolving disputes and in all respects the City Manager's decision shall be final.

Supplier: **Lil Mo Marine Services**



## **HOLD HARMLESS AND INDEMNITY CLAUSE**

**06/05/2019**

### **(Company Name and Authorized Signature, Print Name)**

, the contractor, shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

**Aaron Barrett**  
Signature  
**Lil Mo Marine Services**  
Name of Company

**Aaron Barrett**  
Printed Name  
**Accounting & Finance**  
Title

Bid/RFP/RFQ Number: F-4614-19-PB Title: Beach Cleanup

Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020

Supplier: **Lil Mo Marine Services**



### NONCOLLUSION AFFIDAVIT

STATE OF: Florida

COUNTY OF: **Broward**, being first duly sworn, deposes and says that:

- (1) He/she is **Aaron Barrett of Lil Mo Marine Services**, the Bidder that has submitted the attached Bid.
- (2) He/she has been fully informed regarding the preparation and contents of the attached Bid and of all pertinent circumstances regarding such Bid;
- (3) Such Bid is genuine and is not a collusion or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contractor for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

**Aaron Barrett**  
Signature  
**Lil Mo Marine Services**  
Name of Company

**Aaron Barrett**  
Printed Name  
**Accounting & Finance**  
Title

Bid/RFP/RFQ Number: F-4614-19-PB Title: Beach Cleanup

**Supplier: Lil Mo Marine Services**



## **SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

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

1. This form statement is submitted to **City of Hollywood**

By **Aaron Barrett** for **Lil Mo Marine Services**

(Print individual's name and title)

(Print name of entity submitting sworn statement)

whose business address is **1322 SE 46th Lane Suite 102**

and if applicable its Federal Employer Identification Number (FEIN) is **815385923** If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement.

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

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

4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:

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

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

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

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

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the



entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida, Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

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

**Aaron Barrett**  
Signature  
**Lil Mo Marine Services**  
Name of Company

**Aaron Barrett**  
Printed Name  
**Accounting & Finance**  
Title

Bid/RFP/RFQ Number: F-4614-19-PB Title: Beach Cleanup

**Supplier: Lil Mo Marine Services**



**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

**Lil Mo Marine Services**  
**1322 SE 46th Lane Suite 102**  
**Cape Coral, FL 33904**

Application Number and/or Project Name:

**#F-4614-19-PB**

Applicant IRS/Vendor Number: **81-5385923 (EIN)**

**Aaron Barrett**  
Signature  
**Lil Mo Marine Services**  
Name of Company

**Aaron Barrett**  
Printed Name  
**Accounting & Finance**  
Title

Bid/RFP/RFQ Number: F-4614-19-PB Title: Beach Cleanup

Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020

**Supplier: Lil Mo Marine Services**



## **DRUG-FREE WORKPLACE PROGRAM**

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

**Aaron Barrett**  
VENDOR'S SIGNATURE

**Aaron Barrett**  
PRINTED NAME

**Lil Mo Marine Services**  
NAME OF COMPANY

**Accounting & Finance**  
TITLE

Bid/RFP/RFQ Number: F-4614-19-PB Title: Beach Cleanup

Procurement Services Division  
2600 Hollywood Boulevard, Room 303  
Hollywood, Florida 33020

**Supplier: Lil Mo Marine Services**



## REFERENCES

F-4614-19-PB Beach Cleanup

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

<b>Company Name:</b>	DRC Emergency Services		
<b>Address:</b>	P.O. Box 17017		
<b>City, State, ZIP:</b>	Galveston, TX 77551	<b>Phone Number:</b>	386-507-1011
<b>Point of Contact:</b>	Jay Gunter	<b>Fax Number:</b>	504-482-2852
<b>Email:</b>	jgunter@drcusa.com		
<b>Explain How This Referenced Work Is Similar To This Request:</b> Cleaned up over 1800 tons of debris off of beach in Pinellas County during Red Tide Emergency Event			
Date service was provided: 09/2018 to 11/2018			

<b>Company Name:</b>	Callan Marine		
<b>Address:</b>	6630 Broadway		
<b>City, State, ZIP:</b>	Galveston, TX 77554	<b>Phone Number:</b>	409-762-0124
<b>Point of Contact:</b>	Maxie McGuire	<b>Fax Number:</b>	409-762-1915
<b>Email:</b>	info@callanmarineltd.com		
<b>Explain How This Referenced Work Is Similar To This Request:</b> Wayne Bauer (Owner of Lil Mo) has worked with Callan Marine for over a decade on various projects, with multiple entities including Lil Mo.			
Date service was provided: 05/2017 to 04/2018			

<b>Company Name:</b>	Pinellas County		
<b>Address:</b>	22211 US 19N, Bldg 10		
<b>City, State, ZIP:</b>	Clearwater, FL 33765	<b>Phone Number:</b>	727-464-4425
<b>Point of Contact:</b>	Kelli Levy	<b>Fax Number:</b>	n/a
<b>Email:</b>	klevy@co.pinellas.fl.us		
<b>Explain How This Referenced Work Is Similar To This Request:</b> Cleaned up over 1800 tons of debris off of beach in Pinellas County during Red Tide Emergency Event			
Date service was provided: 09/2018 to 11/2018			

3		4
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Supplier: **Lil Mo Marine Services****W-9**(Rev. August 2013)  
Department of the Treasury Internal  
Revenue Service**Request for Taxpayer  
Identification Number and  
Certification****Give to the  
requester. Do  
not send to the  
IRS.**Print **or type**  
See Specific  
Instructions  
on page 2.

Name (as shown on your income tax return)

**Lil Mo Marine Services, LLC**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership☐ Trust/estate☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation,  
P=partnership) **P**☐ Other (see instructions)Exemptions (see  
instructions):

Exempt payee code (if any)

Exemption from FATCA  
reporting code (if any)

Address (number, street, and apt. or suite no.)

**1322 SE 46th Lane Suite 102**

City, state, and ZIP code

**Cape Coral, FL 33904**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I****Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number****Employer identification  
number****81-5385923****Part II****Certification**

Under penalties of perjury, I certify that:

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

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

**Sign Here**Signature of  
U.S. person \*

Aaron Barrett

Date\*

**06/05/2019****General Instructions**

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

legislation enacted after we release it) will be posted on that page.

### Purpose of

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be

paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required	Generally, exempt payees 1 through 52

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

#### Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

to be reported and direct sales over \$5,0001	
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

### 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services

(including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

Form W-9 (Rev. 8-2013)

Page 4

**What Name and Number To Give the Requester****For this type of account:****Give name and SSN of:**

- |   |  |
|---|--|
| 1. Individual   | The individual   |
| 2. Two or more individuals (joint account)  | The actual owner of the account or, if combined funds, the first individual on the account 1 |
| 3. Custodian account of a minor (Uniform Gift to Minors Act)  | The minor 2  |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee 1<br>The actual owner 1  |
| 5. Sole proprietorship or disregarded entity owned by an individual   | The owner 3  |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))                                   | The grantor*   |

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through

email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

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### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.