

**U.S. FLOOD CONTROL CORP.**

802 Short St, Building J
Kenner, LA 70062
Phone: 504.813.7303

Quote USFCQ12223-1**Date** 20-Dec-23**Purchaser**

Name Hollywood Beach
Attn: Jamie Hernandez
City Hollywood ST ST ZIP ZIP
Email: _____

Vendor

Name U.S. Flood Control Corp.
Address 802 Short St, Building J
City Kenner ST LA ZIP 70062
504-235-5233

Qty	Units	Description	Unit Price	TOTAL
2	Each Each Each	Specilized Emergency Response Trailer - 7x20 Double Axel 24" Hitch Shelving to hold tiger dams and deployment equipment Decal install to spec on outside of trailer	\$24,000.00	\$48,000.00
Quote does not include shipping or taxes FED ID 68-0549696				
Sub Total				\$48,000.00
Shipping				
Tax				
TOTAL				\$48,000.00

Payment Details

- ☒ Check
- ☐ Cash
- ☐ Account No.
- ☐ Credit Card

AUTHORIZED SIGNATURE OF PURCHASER UPON ACCEPTANCE OF AGREEMENT

Name: _____ SIGNATURE: _____

DATE: _____

WARNING: U.S. FLOOD CONTROL CORP. ("USFC") DOES NOT GUARANTEE OR WARRANTY THE TIGER DAM™ SYSTEM AND RELATED PRODUCTS IN FLOODING CONTROL OR FLUID CONTAINMENT SITUATIONS. USFC'S LIABILITY TO PURCHASER FOR ANY SUCH USE IS HEREBY STRICTLY LIMITED. SEE PAGE TWO OF THIS DOCUMENT FOR DETAILS



CITY OF HOLLYWOOD, FLORIDA

OFFICE OF PROCUREMENT AND CONTRACT COMPLIANCE

Sole Source Justification Form (Use for Purchases(s) over \$5,000)

Per City of Hollywood Ordinance § 38.41 (C) (2), sole source purchases are exempt from competitive bid and competitive proposal requirements. Sole-source goods, supplies, materials, equipment and services, such as unique, patented, or franchised goods, supplies, materials, equipment or services, are exempt if the CPO determines, after conducting a good faith review of available sources, that the particular supply or service is available from only one source.

Date 03/28/2024

Department/Office Public Works

Division/Area Beach

Requestor Rosendo Prieto

Title Assistant Director

Phone 4207

Email rprieto@hollywoodfl.org

1. Requested Vendor U.S. Flood Control Corporation

Vendor Number 104055

Address 802 Short St, Building J, Kenner, LA 70062

Contact Person Cheryl Witmer

Title Regional Sales Manager

Phone 504-235-5233

Email cheryl@usfloodcontrol.com

2. Product/Service being requested (be specific). Two Specialized Emergency Response Trailers – 7x20 Double Axel 24' Hitch

3. Detailed description of the product/service's function and purpose. Shelving and transportation to hold and transport Tiger Dams, as well as the deployment of the equipment

4. Please explain in detail why this vendor is the sole source supplier for the required product/service. Be sure to explain the necessary features this vendor provides which are not available from any other vendor. US Flood Control's SERT (Standard Emergency Response Trailer) trailers have been custom designed specifically to house the Tiger Dam systems and associated equipment. These trailers were designed to accommodate individual Tiger Dam units, hoses, pumps, and other necessary equipment for deployment events. The specialty designed trailers allow for easier access and faster deployment of the dams when time is of the essence during bad weather and flooding. US Flood Control Corp. is the patent holder for the Tiger Dams interlocking bladder system, hence why the unique design of the trailer is the only one of its kind. This trailer will not only be used for transporting the Tiger Dams, but also for storing as the size of the trailer will only take up one parking space.

5. Please explain in detail what process the Department/Office took to verify that there are no other vendors or products/services available to perform the required function. Public Works researched the internet and other trailer vendors such as Top Shelf Trailers and PJ Trailers, but none make trailers specifically to house the Tiger Dams.

6. Please submit supporting documentation from the vendor or other sources certifying that this vendor is a sole source for the required product/service being requested. For example, the vendor holds the distribution rights, productions rights, copyrights, trademark and/or patent:

☒ Vendor holds the exclusive rights for the product/service.

☐ Vendor is the sole provider of the product/service that has unique characteristics essential to the required function which no other product/service is capable of satisfying.

☐ Product is replacing existing product and necessary to maintain warranty or service contract.

☒ Product is replacing existing product and is not interchangeable with any other product.

¹

☐ Other (Please explain). _____

7. Total cost of the requested product/service? \$48,000.00

8. Total estimated annual (fiscal year) cost of requested product/service? \$48,000.00

Account Number(s) 557.519901.51900.564520.000122.000.000

9. Is this product/service covered by a warranty? ☒ Yes ☐ No

If yes, please attach a copy of the warranty details.

10. Will grant funds be used to pay for the requested product/service? ☐ Yes ☒ No

If yes, please explain _____

REQUESTING DEPARTMENT RECOMMENDATION

WARNING: Per Florida Statutes 838.22(2) – “It is unlawful for a public servant or a public contractor who has contracted with a governmental entity to assist in a competitive procurement to knowingly and intentionally obtain a benefit for any person or to cause unlawful harm to another by circumventing a competitive solicitation process required by law or rule through the use of a sole-source contract for commodities or services.”

I recommend that the competitive quoting/bidding process be waived and that the goods/services be purchased as a sole source.

R. Del
Requestor's Signature

4/10/24
Date

[Signature]
Director's Signature

4-9-24
Date

1. **Purchase:** Upon the execution of this Agreement by Purchaser, USFC agrees to supply and sell, and Purchaser agrees to purchase, the Product in accordance with these terms and conditions. **"Product"** means the goods described in the invoice above, and this **"Agreement"** consists of the invoice and these terms and conditions. USFC's shipment of the Product to Purchaser pursuant to this Agreement shall constitute acceptance by Purchaser of this Agreement, even if this Agreement is not expressly executed by the Purchaser above. This Agreement supersedes any purchase order or other terms and conditions issued by Purchaser at any time, and such are of no force or effect concerning the purchase and sale of Products to Purchaser.
2. **Delivery, Risk of Loss and Title:** USFC shall use commercially reasonable efforts to deliver the Products to Purchaser on the delivery date specified by USFC. For domestic customers, Products are supplied to Purchaser EXW (*Incoterms 2010*) at the place of delivery to carrier, and Purchaser is responsible for all loading, shipping, duties and other costs from that point. For overseas customers, Products are supplied to Purchaser DAT (*Incoterms 2010*), at the inbound terminal, and USFC is responsible for all loading and shipping cost to that point. Legal title shall transfer to Purchaser upon the transfer of the risk of loss pursuant to such *Incoterms 2010*, but USFC hereby retains a lien upon, and a reversionary interest to, all Products until Purchaser has paid USFC therefore, in full.
3. **Price and Payment:** Purchaser shall pay the purchase price, applicable taxes, shipping and related costs in the amount and manner specified in this Agreement, including any deposit required by USFC. Unless otherwise provided, Purchaser shall pay this invoice within thirty (30) days of receipt thereof by Purchaser. Interest shall accrue and be payable by Purchaser on any overdue and unpaid amounts at the rate of One and a half (1.5%) percent per month, compounded, not to exceed Eighteen (18%) percent per annum, which is payable by Purchaser without the necessity of demand.
4. **Warrant Disclaimer:** U.S. Flood Control Corp., the manufacturer of the Products, gives a limited 5-year Warranty for the Products, as posted at www.usfloodcontrol.com ("**Warranty**"). **USFC MAKES NO REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO ANY PRODUCT INCLUDING WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, RELIABILITY OR INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER THIRD PERSON RIGHTS, WHETHER ARISING BY LAW, USAGE OR TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE, REGARDING ANY PRODUCT OR ANY SERVICES PERFORMED BY USFC OR ITS REPRESENTATIVES, AGENTS OR CONTRACTORS. USFC'S ENTIRE LIABILITY AND PURCHASER'S EXCLUSIVE REMEDY, FOR ANY DEFECT IN THE PRODUCT WHATSOEVER, IS THE WARRANTY, AND PURCHASER HEREBY WAIVES ANY AND ALL RIGHT OF ACTION AGAINST USFC, AND RELEASES USFC FROM ANY AND ALL LIABILITY ARISING AT LAW OR UNDER THIS AGREEMENT, RELATING THERETO, HOWSOEVER ARISING.**
5. **Indemnification:** The Purchaser is hereby liable to and agrees to indemnify, defend and hold harmless USFC and its affiliates, and each entity's respective officers, directors, employees, representatives, agents and contractors ("**USFC Parties**"), from and against any and all actions, causes of actions, claims, demands, liabilities, losses, judgments, settlements, damages or expenses including legal fees and costs on a solicitor and his own client indemnity basis ("**Claim**") made by or awarded to any third person, which and USFC Party may at any time incur or become subject to, whether based in whole or in part in contract, tort, negligence, breach of statute or any other theory of law, arising from any of the following: (i) death or bodily injury, or loss of or damage to real, tangible or intangible personal property, including data and digital information, caused or contributed to by use of a Product by, or the acts or omissions of, Purchaser or its employees, customers, contractors, representatives or agents; (ii) failure by Purchaser to perform any obligations under any agreement or legal obligation it may have with or to any third person; (iii) failure by Purchaser to adhere to any applicable law or statutory or regulatory obligation; or (iv) failure to adhere to any obligation, or the breach or incorrectness of any representation or warranty, by Purchaser under this Agreement. USFC shall promptly notify the Purchaser in writing of any such Claim it receives and shall promptly tender to the Purchaser control of the defense of any such Claim with counsel of its choice, at Purchaser's own expense. In no event shall Purchaser compromise or settle such Claim that in any way prejudices USFC without USFC's prior written consent in its discretion.
6. **Limitation of Liability:** *UNDER NO CIRCUMSTANCES WILL THE USFC PARTIES OR ANY OF THEM BE LIABLE TO PURCHASER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT, EXEMPLARY, PUNITIVE, AGGRAVATED, CONSEQUENTIAL OR EQUITABLE DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF GOODWILL, LOSS OF ACTUAL OR ANTICIPATED PROFITS OR REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF USE OR LACK OF AVAILABILITY OF FACILITIES, FIDUCIARY OBLIGATIONS, RESTITUTIONARY LIABILITIES OR ANY OTHER ECONOMIC LOSS WHATSOEVER, HOWEVER CAUSED AND WHETHER OR NOT FORESEEABLE, OR FOR CONTRIBUTION OR INDEMNITY IN RESPECT THEREOF, EVEN IF THE USFC PARTIES OR ANY OF THEM HAVE BEEN INFORMED IN ADVANCE OR OUGHT REASONABLY TO HAVE KNOWN OF THE POTENTIAL FOR SUCH DAMAGES. THE ENTIRE CUMULATIVE LIABILITY OF THE USFC PARTIES, AND THE EXCLUSIVE RECOURSE OF THE PURCHASER, IN THE EVENT OF ANY CLAIM BY PURCHASER, SHALL BE LIMITED IN THE AGGREGATE (REGARDLESS OF THE NUMBER OF CLAIMS) TO THE ACTUAL PROVEN DIRECT DAMAGES SUFFERED BY THE PURCHASER AND SHALL NOT EXCEED IN ANY EVENT THE AMOUNT OF THE TOTAL PURCHASE PRICE ACTUALLY PAID BY PURCHASER TO USFC FOR THE PRODUCT FROM WHICH SUCH DAMAGE IS ALLEGED TO HAVE ARISEN. NO LEGAL ACTION OR PROCEEDING MAY BE BROUGHT BY PURCHASER AGAINST ANY OF THE USFC PARTIES MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR OUGHT REASONABLY TO HAVE BEEN DISCOVERED BY, PURCHASER. THE FOREGOING LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION OR BASIS OF LIABILITY, INCLUDING WITHOUT LIMITATION STATUTE, CONTRACT, TORT, NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, BREACH OF A FUNDAMENTAL TERM OR FUNDAMENTAL BREACH. THE LIMITATION OF LIABILITY PROVISIONS OF THIS AGREEMENT REFLECT AN INFORMED VOLUNTARY ALLOCATION OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THE PRODUCTS AND THE PERFORMANCE BY USFC OF ITS OBLIGATIONS AND RESPONSIBILITIES AND SUCH VOLUNTARY RISK ALLOCATION REPRESENTS A MATERIAL PART OF THE AGREEMENT REACHED BETWEEN PURCHASER AND USFC IN RESPECT OF THE PRODUCTS.*
7. **No Waiver:** The failure of either party to insist upon or to enforce strict performance of any provision of this Agreement, or to exercise any right or remedy under this Agreement, will not be interpreted or construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance.
8. **Assignment:** USFC may assign this Agreement to a third person upon prior written notice to Purchaser. Purchaser may assign this Agreement to a third person upon IFC's prior written consent, not to be unreasonably withheld.
9. **Force Majeure:** In the event of war, fire, flood, strike, labor trouble, breakage of equipment, accident, riot, acts of governmental authority, Acts of God or contingencies beyond the reasonable control of the party affected, interfering with the then current producing, supplying, transporting, or consuming practices of the party respecting the Products, or in the event of inability to obtain on terms deemed by IFC to be practicable any raw material (including energy source) used in connection therewith, the quantity of goods provided for in this Agreement shall be reduced by the amount so affected during the period of such events without liability, but the Agreement shall otherwise remain unaffected USFC's decision as to what quantities are affected shall be final and binding.
10. "All sales and transactions evidenced by this invoice/agreement are deemed to have been made and accepted by the vendor in Hahnville, St. Charles Parish, Louisiana. Any dispute arising under or in conjunction with this invoice/agreement, or related to any matter which is the subject of this invoice/agreement, shall be determined in accordance with the laws of the State of Louisiana, and shall be subject to the exclusive jurisdiction of, and brought in, the Twenty-Ninth Judicial District Court of the Parish of St. Charles, State of Louisiana."
11. **Severability:** If any provision of this Agreement is judged by any Court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
12. **Contra Preferentum Disclaimer and Legal Advice:** The parties hereby acknowledge and agree that this Agreement shall be construed neither against nor in favour of either party, but rather in accordance with the fair and purposive meaning hereof. Each party hereby acknowledges that it has had the opportunity to seek independent legal advice respecting this Agreement, that it is a sophisticated contracting party, and that each provision of this Agreement is enforceable against it pursuant to its terms.
13. **Entire Agreement:** This Agreement sets forth the entire agreement and supersedes any and all prior agreements between the parties, or any purchase order or other terms and conditions issued by Purchaser, with respect to the subject matter hereof. No amendment to this Agreement will be valid unless set forth in a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and both such counterparts when exchanged between the parties via facsimile transmission or otherwise, shall constitute one instrument. Pursuant to Section 1, Purchaser expressly agrees that supply of the Products to Purchaser in accordance with this Agreement shall constitute acceptance by Purchaser of this Agreement.

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprocurement.

F.O.B.

In those cases where F.O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on

official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 in general liability and automobile liability limits of \$500,000 and must list the City as an additional insured of both the general and auto liability coverage. The Seller must have worker's compensation coverage as required by law. If the Seller is providing professional services (examples are not limited to consulting, accounting, planning and design), the Seller must have secured and maintained the required amount of \$1,000,000 in general liability and professional liability limits of \$1,000,000 per occurrence/\$2,000,000 aggregate and must list the City as an additional insured of the general liability coverage. The Seller providing professional services must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

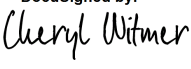
The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES

By acceptance of this Purchase Order, the Vendor is hereby certifying and attesting under penalty of perjury to not being a "foreign country of concern" as defined under Section 287.138, Florida Statutes, and compliance with all regulations within the statute.

Signature: Otis Thomas
Interim Director, Procurement and Contract Compliance

DocuSigned by:

AC66574377814D5...

4/4/2024

U.S. FLOOD CONTROL CORP.



DATE: January 1, 2024

To Whom It May Concern:

RE: SOLE SOURCE VENDOR

For your information and for the purposes of completing your prospective purchase of the Tiger Dam™ system, we can advise that U.S. Flood Control Corp. is the manufacturer and sole source vendor, worldwide, for the Tiger Dam™ system, Tiger Dam Emergency Response Trailers, and related products and accessories.

We are the patent holder for the interlocking, stackable bladder system. This specialized technology is not available from any other source.

The U.S. Flood Control Corp. Tiger Dam™ system is the only inflatable flood fighting product that links seamlessly and stacks in a pyramid for a maximum height of 32 feet.

U.S. Flood Control Corp. Tiger Dam™ system is manufactured and distributed by U.S. Flood Control Corp. and from no other distributor.

If you should have any questions relative to this subject, do not hesitate to contact me.

Sincerely,

U.S. FLOOD CONTROL CORP.

David Elvir

Vice President

504.813.7303 Phone

*402 N Division Street, Carson City, Nevada, USA 89703
121 Kaylee Drive, Hahnville, LA 70057
201, 505 – 8 Ave SW, Calgary, AB T2P 1G1*

Email: info@usfloodcontrol.com

Toll Free: 1-866-852-1118

www.usfloodcontrol.com

From: [Rosendo Prieto](#)
To: [Robert Delorimiere](#); [Joshua Collazo](#); [Stephanie Gardner](#)
Subject: Fwd: [EXT]Trailer Warrantee
Date: Tuesday, April 9, 2024 2:55:23 PM
Attachments: [Resized_IMG_8485_1712682313709.JPEG](#)

Ross Prieto, CFM
Assistant Director Public Works
Office: 954-967-4207
Cellular: 305-546-7182
rprieto@hollywoodfl.org



Begin forwarded message:

From: Cheryl Witmer <Cheryl@usfloodcontrol.com>
Date: April 9, 2024 at 1:59:41 PM EDT
To: Rosendo Prieto <RPRIETO@hollywoodfl.org>
Subject: [EXT]Trailer Warrantee

You don't often get email from cheryl@usfloodcontrol.com. [Learn why this is important](#)





Cheryl Witmer
Director
504-235-5233
Cheryl@usfloodcontrol.com
www.USFloodControl.com

Sent from my iPhone

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Specialized Emergency Response Trailer

 Reports

 **CLOSED**  [Status History](#)

Template

Sole Source


Department

Public Works

Project ID

NTSS-197-24

Project Close Date

4/24/2024 

Closed Out

City didn't receive any responses, will proceed with award to US Flood Control.



Project Request
Skipped



Solicitation
Complete!



Contract
Not started yet

