



Regular City Commission Meeting Agenda

150 NE 2nd Avenue | Deerfield Beach, FL, 33441 | 954-480-4200

Mayor Bill Ganz

Vice Mayor Bernie Parness

District 1 Commissioner Michael Hudak

District 2 Commissioner Ben Preston

District 4 Commissioner Todd Drosky

Tuesday
April 7, 2020
7:00 PM

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

CITY OF DEERFIELD BEACH EMERGENCY ORDER 2020-05

1. Motion to Ratify Public Meeting Procedures Utilizing Communications Media Technology During Declared Public Health Emergency.

Suggested Action: Motion on decision of Commission

Sponsor: Office of the City Attorney

Attachment: Emergency Order 2020-05

APPROVAL OF CITY COMMISSION MINUTES

Regular City Commission Meeting Minutes

Attachment: March 17, 2020

ACKNOWLEDGEMENT OF CITY BOARD MINUTES

Non-Uniformed Pension Board Meeting Minutes

Attachment: February 10, 2020

Hillsboro Inlet District Meeting Minutes

Attachment: January 27, 2020, February 24, 2020

APPROVAL OF THE AGENDA

April 7, 2020

PUBLIC COMMENT

Persons addressing the Commission shall state his/her name and address and may speak for three (3) minutes unless extended for one (1) additional minute by the Mayor. All remarks made by the public at a Commission meeting on an agenda item shall be addressed to the Commission as a body and limited to the subject matter before the Commission at that particular time. No comments shall be made related to the personal life or personal qualities of any person and no language which would offend persons of ordinary sensibilities shall be permitted. The public shall be given an opportunity to speak on any substantive agenda item, subject to the aforementioned restrictions, prior to a vote on the matter by the City Commission. The Commission shall determine the appropriate time, prior to the vote, for the public to speak. For consent agenda items, the public shall be given an opportunity to speak prior to the approval of the consent agenda. The Commission may, by majority vote, determine that public input on an agenda item be tabled to a future meeting so long as the vote on the agenda item take place at the future meeting and that the public input take place prior to the Commission making any decision.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 2. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Qualifications #20-17-PC for Fleet Maintenance and Repair Services to the responsive firms; authorizing execution of continuing contracts with the nine responsive firms for services on an as needed basis; and providing for an effective date. *(Funds from multiple accounts)***

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Sustainable Management

Attachment: Fleet Maintenance and Repair Services

- 3. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Agreement with Broward County to provide cost share support of a NatureScape Irrigation Service within the water utility service area and authorize Broward County to conduct specific technical activities as part of landscape irrigation system evaluations; authorizing execution of the Agreement with Broward County; and providing for an effective date. (*Funds from Account #001-7020-539-32-22 - Irrigation Services*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: NatureScape Irrigation

- 4. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposals #20-05-JW for city-wide tree trimming, removal, and maintenance services to Southern Arbor Services, Inc.; authorizing execution of an agreement with Southern Arbor Services, Inc.; and providing for an effective date. (*Funds from Account #001-7020-539-32-19 - Tree Maintenance*)**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: City-Wide Tree Trimming Removal and Maintenance Services

DEPARTMENTAL BUSINESS

- 5. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Bluewater Movement, Inc. for the Saltwater Slam & Showdown at Sullivan Park, 1633 Riverview Road, on August 15, 2020 from 4:00 pm to 8:00 pm; providing for cancellation of the event if necessary for public health and safety concerns; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: Bluewater Movement, Inc.

- 6. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Lighthouse Capital Partners, Inc. d/b/a Dixie Divers for the 15th Annual Dixie Divers Pier Cleanup Special Event taking place at 200 NE 21st Avenue on June 13, 2020 from 8:00 am to 12:30 pm, and a Night Dive Special Event taking place on June 12, 2020 from 7:30 pm to 9:30 pm; providing for cancellation of the event if necessary for public health and safety concerns; and providing for an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Parks & Recreation

Attachment: 15th Annual Dixie Divers Pier Cleanup and Night Dive

ADDENDUM

- 7. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing City Manager David Santucci, Chief Financial Officer Stephanie Tinsley, and Assistant City Manager Angelia Adediran to execute checks on behalf of the City; providing for conflicts, severability and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Financial Services

Attachment: Execution of City Checks

- 8. EMERGENCY ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING ARTICLE II "CIVIL EMERGENCIES" OF CHAPTER 30 "EMERGENCY SERVICES" TO PROVIDE FOR ADDITIONAL EXTENSIONS OF A STATE OF LOCAL EMERGENCY; PROVIDING FOR CONFLICTS, SEVERABILITY, PUBLICATION, AND AN EFFECTIVE DATE.**

Suggested Action: Commission to vote on Ordinance

Voting Requirement: Adoption requires a 4/5 vote of the City Commission per Section 166.041(3)(b), Fla. Stat.

Sponsor: Office of the City Manager

Attachment: Emergency Services

- 9. Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency regarding COVID-19 until May 17, 2020; ratifying and approving all emergency orders and actions taken by the City Manager concerning or related to the COVID-19 Emergency; authorizing the City Manager to take appropriate actions; providing an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Office of the City Manager

Attachment: Extending State of Local Emergency

COMMENTS BY ADMINISTRATION & LEGAL
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CITY COMMISSION BUSINESS

10. Consideration to approve voting delegates to the 2020-2021 Board of Directors for Broward League of Cities.

Suggested Action: Motion on decision of Commission

Sponsor: Office of the City Manager

Attachment: Broward League of Cities

COMMENTS BY MAYOR & CITY COMMISSION

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Tuesday, April 21, 2020

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.

**CITY OF DEERFIELD BEACH
EMERGENCY ORDER NO. 2020-05
FOR USE OF COMMUNICATIONS MEDIA TECHNOLOGY
FOR PUBLIC MEETINGS DURING DECLARED PUBLIC HEALTH EMERGENCY**

WHEREAS, on March 1, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to Novel Coronavirus Disease 2019 (“COVID-19”); and

WHEREAS, on March 13, 2020, the Mayor issued Executive Order 2020-01, declaring a state of local emergency, which was extended by the City Commission on March 17, 2020; and

WHEREAS, on March 17, 2020, the City Commission adopted Resolution 2020/338, authorizing the City Manager to make provisions for electronic attendance at public meetings during a declared public health emergency; and

WHEREAS, on March 20, 2020, Governor DeSantis issued Executive Order 20-69, “Emergency Management - COVID-19 Local Government Public Meetings”; and

WHEREAS, Executive Order 20-69 suspends any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place, and authorizes a local government body to hold public meetings through the use of communications media technology, subject to the adoption of rules pursuant to Section 120.54(5)(b)2, Fla. Stat.

NOW, THEREFORE, I, David Santucci, as the City Manager, pursuant to my emergency authority under Section 30-29 of the City Code, the Declaration of Emergency issued by the Governor, Chapter 252, Florida Statutes, the State of Local Emergency extended by the City Commission, Resolution No. 2020/338 and by the City Comprehensive Emergency Management Plan, declare:

Section 1: This Emergency Order is supplemental and in addition to the Executive Orders issued by the Governor, including but not limited to Executive Orders 20-51, 20-52 and 20-69, which are hereby adopted and incorporated herein, and the County and City Emergency Orders adopted to date.

Section 2: In accordance with Executive Order 20-69 and City Resolution 2020/338, I hereby order the implementation of the following rules of procedure for public meetings utilizing communications media technology:

- A. *Communications Media Technology.* As used in these rules, “communications media technology” means the electronic transmission of printed matter, audio, full-motion video, freeze-frame video, compressed video, and digital video by any method available.
- B. *Notice of Meeting – Public Access.* Prior to the commencement of any City public meeting utilizing communications media technology, the City shall post notice of the meeting in a manner consistent with Section 286.011, Florida Statutes. The notice shall include instructions on how to access the public meeting by telephone, video conference, or other communications media technology utilized by the City.

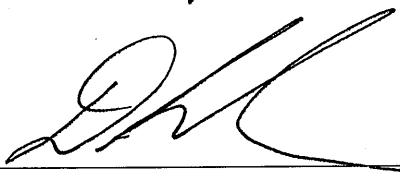
- C. *Public Comment.* If a matter on the agenda requires the opportunity for public comment, the notice of the meeting shall also include instructions regarding how and when members of the public may submit comments or questions to be acknowledged or read at the public meeting, which instructions may include a call in number to provide comments during the time the particular matter is opened to the public for discussion or other means of public participation provided for the meeting. Public comment shall be subject to the City's decorum policies.
- D. *Compliance and Minutes.* The City Clerk shall ensure that the public meeting complies with all requirements of Section 286.011, Florida Statutes, that have not otherwise been suspended or waived pursuant to Executive Order 20-69, including the taking of minutes and making minutes open to the public for inspection.
- E. *Quorum.* At least three members of the City Commission (or a majority of any board for other public meetings) must participate in the public meeting. However, physical presence in the meeting chambers is not required and remote participation in compliance with these rules shall count towards the quorum.
- F. *Special Assistance Requests.* Persons who need special assistance from the City to enable them to participate in a public meeting utilizing communications media technology should contact the City Clerk's Office at 954-480-4213 or email web.clerk@deerfield-beach.com at least three calendar days prior to the meeting and the City will attempt to make reasonable accommodations to assist.
- G. *Conflicts.* To the extent that this Order is in conflict with Commission's adopted Rules of Procedure, this Order shall prevail.

Section 3: The appropriate City staff are authorized to take the necessary actions to carry out the aims of this Emergency Order for use of communications media technology. The City Clerk shall cause this Order to be posted at the entrance to City Hall and on the City website, and a written notice shall be issued to the local news media for dissemination.

Section 4: This Order shall take effect immediately upon execution and shall remain in effect until the expiration of the Governor's Declaration of State of Emergency Order No. 20-52 (as provided in Executive Order No. 20-69).

ORDERED at 5:00 PM this 1st day of April, 2020.

By:



David Santucci, City Manager
City of Deerfield Beach, Florida



Meeting Minutes City Commission

Tuesday, March 17, 2020

7:00 PM

Commission Chambers

CALL TO ORDER AND ROLL CALL

The meeting was called to order on the above date by Mayor Bill Ganz at 7:02 p.m., in the City Commission Chambers, City Hall, Deerfield Beach.

Present: 5 – Commissioner Michael Hudak
Commissioner Bernie Parness
Commissioner Ben Preston
Vice Mayor Todd Drosky
Mayor Bill Ganz

Also Present: 3 – City Manager David Santucci
City Attorney Anthony Soroka
City Clerk Samantha Gillyard

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

There was a moment of silence, followed by the Pledge of Allegiance.

APPROVAL OF CITY COMMISSION MEETING MINUTES

Regular City Commission Meeting Minutes – March 4, 2020

MOTION was made by Commissioner Preston, seconded by Commissioner Parness, to approve the minutes as submitted. Voice Vote:

Yeas: 5 - Commissioner Hudak, Commissioner Parness, Commissioner Preston, Vice Mayor Drosky and Mayor Ganz

Nays: 0

INSTALLATION CEREMONY

1. Presentation/remarks from outgoing Vice Mayor Todd Drosky

Vice Mayor Drosky said his time as Vice Mayor went quickly; nevertheless, a lot was accomplished over the last year and was not possible without the Commission working as a team.

Commissioner Preston congratulated Commissioner Parness for stepping into the role. Thereafter, he applauded Commissioner Drosky for his performance as Vice Mayor and his representation of the City; whereas, he did so without seeking approval or accolades.

INSTALLATION CEREMONY - CONTINUED

2. Induction of Vice Mayor - Commissioner Bernie Parness

The Oath of Office was performed for Vice Mayor Parness who will serve until March 16, 2021.

3. Remarks by Vice Mayor Bernie Parness

Vice Mayor Parness said he hopes to do just as great as Commissioner Drosky.

Mayor Ganz congratulated Vice Mayor Parness and thanked Commissioner Drosky for the phenomenal job as Vice Mayor.

APPROVAL OF CITY COMMISSION AGENDA

March 17, 2020

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve the agenda as submitted. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

QUASI-JUDICIAL PUBLIC HEARINGS

Anthony Soroka, City Attorney, explained that in accordance with the CDC recommendation on large public gatherings, people were allowed to submit comments via e-mail to the City Clerk. Public comments will be addressed during its designated item/category.

1. P.H. 2020-042: APPLICATION NO. 19-P-225

Applicant: **Health Services (Delaware), Inc., represented by Thuy Turner of Kimley-Horn & Associate, Inc**
Proposal: Request to amend 105,000 square feet of Industrial use to Medical Office on the "Manchester Plat" (Plat Book 124, Page 24) with the remaining restricted to Industrial use.

Location: The properties are generally described as MANCHESTOR PLAT, PLAT BOOK 124, PAGE 24, PORTION OF PARCEL C, more particularly described in the file, and located at **3131 and 3201 SW 15th Street.**

Thuy Turner, 62 Wimbledon Lake Drive, Plantation, announced herself for the record.

In response to Mr. Soroka's question, the City Clerk advised that no public comments were received via e-mail.

Ms. Turner said they look forward to moving the project forward for the renovation; it will be a medical testing facility for HCA and if approved, will move forward with the Broward County Plat Note Amendment process.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

Vice Mayor Parness clarified the facility's location.

QUASI-JUDICIAL PUBLIC HEARINGS - CONTINUED

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Item 1, adopted Resolution 2020/032. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

PUBLIC HEARINGS - SECOND READING

2. **P.H. 2020-043: ORDINANCE 2020/010 - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, ADOPTING AN AMENDMENT TO THE CITY BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020; APPROVING SUPPLEMENTAL APPROPRIATIONS AND BUDGET TRANSFERS IN THE AMOUNT OF \$2,341,276 FROM THE FUND BALANCE OF THE GENERAL FUND TO THE BUILDING SERVICES FUND TO APPROPRIATE ADDITIONAL BUILDING FEE REVENUE RECEIVED FROM INCREASED BUILDING, INSPECTION AND PERMITTING ACTIVITY TO RELATED EXPENDITURES; CARRYING FORWARD \$250,000 IN THE SPECIAL REVENUE FUND FOR CDBG PURCHASE ASSISTANCE; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

The Ordinance was read by title only.

In response to City Attorney Soroka's question, the City Clerk advised that no public comments were received via e-mail.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to approve Item 2, adopted Ordinance 2020/010. Roll Call:

Yeas: 4 - Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 1 - Commissioner Drosky

PUBLIC COMMENT

Mayor Ganz opened the public comment session for those in attendance; however, there were none.

Anthony Soroka, City Attorney, outlined those who submitted comments via e-mail:

George Cherenack, 2051 SE 3rd Street, Deerfield Beach, suggested placing signs, "Stay at Home" at major intersections in the City.

Glenn Sullivan, 2377 Deer Creek Trail, Deerfield Beach, asked if the City has a disaster plan for pandemics and any plans to deal with COVID-19. He also asked whether there is an economic plan for loss of revenue from parking due to beach closure and other related sales over the next two (2) months. Lastly, what specific areas of spending does the City plan to slow or stop?

Francisco Correa, 1225 S. Military Trail, Deerfield Beach, said he is the owner of Sal's Restaurant & Pizzeria and recommended a total lockdown of the City due to the huge population of people susceptible to the corona virus. In addition, Broward County is the leading county in Florida for cases and cruise ships continue; thus, posing a greater risk.

PUBLIC COMMENT - CONTINUED

Irene Chan, 5050 NE 20th Avenue, Deerfield Beach, expressed disappointment that the City's beach remained open and many people from Fort Lauderdale and Miami Beach's visited Deerfield's beach this past weekend. She believes that once testing is available, Deerfield Beach will become the new epicenter for COVID-19. Ms. Chan recommended shutting down the beach as well as other facilities except pharmacies, supermarkets and limit restaurants to takeout and delivery only.

Mary Jo Rivero, 1806 N. Flamingo Road, Suite 355, Pembroke Pines, suggested closing all Deerfield Beach restaurants for the next 30 days due to the outbreak; furthermore, Governor DeSantis is leaving it to municipalities to decide for themselves.

Gabrielle Borrero withdrew comments.

Megha Patel, 800 SE 20th Avenue, Deerfield Beach, requested closing the beach due to COVID-19 outbreak as people are coming from various locations.

Sylvie Winborn 115 SE 14th Place, Deerfield Beach, recommended closing the beach.

Mr. Soroka said the comments will be made a part of the public record maintained by the City Clerk. Thereafter, he asked if any additional comments were submitted via e-mail.

Samantha Gillyard, City Clerk, replied no.

Mayor Ganz said while the stay at home signs is an interesting approach, he believes most are doing so. He then asked that other comments be addressed.

David Santucci, City Manager, responded to Mr. Sullivan's question; whereby, the City does have a Comprehensive Emergency Management Plan. Regarding loss of revenue due to beach closures, he said there will likely be several revenue sources off target this year due to COVID-19's impact. This pandemic could also create other economic downturns to include a recession depending on the timeframe, which is concerning, as there could also be an impact on ad valorem taxes. If the pandemic progresses, staff will analyze revenues across the entire spectrum to gauge where they may have fallen short.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

In response to City Attorney Soroka's question, the City Clerk advised that no public comments were received via e-mail.

After a brief discussion, the Commission decided to vote on Items 4 – 6 simultaneously.

Mayor Ganz opened the public hearing for Items 4 – 6; however, there were none to speak and the public hearing was closed.

See Item 6 for the vote record.

- 3. Resolution 2020/033 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing a sole source purchase of a chemical feed skid for the West Water Treatment Plant Fluoride System from TSC-Jacobs, in the amount of \$32,235.00; providing for execution and an effective date. (Funds from Account #183-8000-536-6031- Non-Departmental, Improvements other than Buildings)**

Commissioner Preston asked that Item 3 be pulled for discussion.

The Resolution was read by title only.

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS - CONTINUED

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

Commissioner Preston asked if the purchase will be funded from a grant.

David Santucci, City Manager, replied yes, the City will be reimbursed from the grant.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Preston, to approve Item 3, adopted Resolution 2020/033. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

4. **Resolution 2020/034 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a grant agreement with the State Division of Emergency Management for the City's receipt of Flood Mitigation Assistance Grant Program Funds in the amount of \$90,000; authorizing execution of the Grant Agreement; and providing for an effective date.**
5. **Resolution 2020/035 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the First Amendment to the Agreement between Broward County and the City of Deerfield Beach for participation in the Consolidated Regional E-911 Communications System and First Amendment to the Regional Interlocal Agreement between Broward County and the City providing for cooperative participation in a regional public safety intranet; providing for execution, severability, and an effective date.**
6. **Resolution 2020/036 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposals #20-220-IG for Strategic Planning and Visioning Services to Rafftelis Financial Consultant, Inc.; authorizing execution of an agreement with Rafftelis Financial Consultant, Inc.; and providing for an effective date. (*Funds from Account #001-0200-512-32-99 - Other Contractual Services [not to exceed \$67,500]*)**

MOTION was made by Commissioner Hudak, seconded by Vice Mayor Parness, to approve Items 4 - 6. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

DEPARTMENTAL BUSINESS**ADDENDUM**

7. **Resolution 2020/037 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency declared by the Mayor regarding COVID-19 until April 17, 2020; authorizing the City Manager to take appropriate actions; providing an effective date.**

The Resolution was read by title only.

Anthony Soroka, City Attorney, explained that the Mayor has the ability to issue an executive order declaring a State of Local Emergency for up to 7 days; City Commission approval is needed to extend for an additional 30 days which is outlined in the Resolution and ends on April 17th.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

DEPARTMENTAL BUSINESS - CONTINUED

There was a brief discussion regarding extending the State of Emergency further; whereby, Mr. Soroka said he believes the City's code is consistent with the Statutes, but this is how the Code addresses emergencies.

In response to Mayor Ganz's question, Mr. Soroka replied that a meeting can be called to extend it further instead of only extending 7 days. Furthermore, he explained that the City has the authority to issue its own state of local emergency.

Mayor Ganz said he requested that the City Manager have a plan in place, to take care of the employees and their families, especially with the schools being closed and wanted it clearly communicated to the Commission what this state of local emergency meant and what it entails. Thereafter, Mayor Ganz commented on the strides achieved thus far to protect the residents, i.e. closing the beach and collaborating with other neighboring municipalities.

David Santucci, City Manager, provided an update on various actions as a result of COVID-19; recreational facilities, rentals, splash pad and pools closed, and athletic events and special events cancelled. Effective 6 a.m. tomorrow morning, the beach will be closed and will have proper signage to indicate such. Internally, every department is creating continuity plans that are meant to be flexible. City operations continue, but staff is adapting to CDC guidelines; whereas, in a two-day span, gatherings have been reduced from 50 to 10. All hygiene procedures continue and telecommuting will be in effect along with alternating shifts for employees to stagger workloads. He explained that what works for an administrative department may not work for a larger operational department; thus, the continuity plans will be customized for the function of every individual's job as well as operations of the department.

Continuing, Mr. Santucci said provisions will be implemented to provide for various mechanisms of leave, whether administrative leave, use of sick or vacation, or different circumstances surrounding COVID-19, which could range from having a common cold or needing accommodations for school closures for those with dependents. It is important to understand that as public servants, there are operations that must continue, and employees are in it for the long haul as this will not be a 1 or 2 week event. Therefore, operations must continue to the extent that the CDC's recommendations align, and governmental authorities allow operation to continue.

MOTION was made by Vice Mayor Parness, seconded by Commissioner Hudak, to approve Item 7, adopted Resolution 2020/038. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

8. Resolution 2020/038 - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing the City Manager to make provisions for electronic attendance by City Commissioners at City Commission Meetings during periods of a declared Public Health Emergency; providing for severability, conflicts, implementation, and an effective date.

The Resolution was read by title only.

Anthony Soroka, City Attorney, said there have been questions about the legalities of having electronic/virtual meetings. After corresponding by letter with the Governor., there was an attorney general opinion that suggests needing a physical quorum present to hold a Sunshine Meeting; however, those opinions were given in a non-emergency context. With the CDC and Federal Government recommending no gatherings of 10 or more, there are other jurisdictions within the State implementing this; whereby, meetings are being held, closed to the public and providing for electronic means and public participation. The proposed resolution provides for the Manager's authority during a declared public health emergency to arrange for the City Commission to meet electronically should it become necessary. He advised that the public must be given the greatest opportunity possible to provide comment and be engaged; the meeting will be recorded, and minutes transcribed.

David Santucci, City Manager, provided a brief history as to the steps taken to secure these services. If utilized, the meeting will be public and public participation will be provided. The technology will be tested soon to assure it functions properly; thereafter, a special meeting will be held to test with the City Commission to make sure they are

DEPARTMENTAL BUSINESS - CONTINUED

comfortable. Mr. Santucci explained how the software can be used with public input; nevertheless, other means for public comment will also be allowed such as e-mails to the City Clerk's Office.

Commissioner Preston posed concerns with the public being able to interact through the electronic meeting.

Mr. Soroka advised that he and his firm attempted to receive an informal opinion from the Attorney General's Office, and also contacted the Governor's Office and the Public Health Department as well as a number of other city attorneys for guidance. While everyone understands the issue, a formal answer has not been provided. Additionally, the purpose is not to conduct the regular meeting, but when the Commission needs to meet to address public health and safety issues until a formal blessing is received from the State. Therefore, he proposed limiting the scope of such meetings even with trying to adhere to the Sunshine Law to the greatest extent possible, i.e. limiting controversial items.

There was a brief discussion on how the meeting would take place, public input and possible obstacles.

Mayor Ganz opened the public hearing; however, there were none to speak and the public hearing was closed.

MOTION was made by Commissioner Hudak, seconded by Commissioner Drosky, to approve Item 8, adopted Resolution 2020/039. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

COMMENTS BY ADMINISTRATION AND LEGAL**CITY MANAGER**

Introductions - David Santucci, City Manager, introduced the new Assistant City Manager, Angelia Adediran, who has been with the City for one (1) week. Mrs. Adediran comes from Virginia and has over 30 years of government experience in various realms.

Additionally, Mr. Santucci introduced Stephanie Tinsley, Chief Financial Officer, who has a broad range of financial services background in local government; today is her second day.

CITY ATTORNEY – No Report.

CITY COMMISSION BUSINESS**9. Motion to approve waiver of permit fees for the Boys & Girls Club teen center expansion.**

Mayor Ganz clarified that the motion is to authorize the appropriate City staff to take all necessary actions to reduce the building permit fees as much as possible for the Teen Center Expansion Project. Thereafter, he opened the public hearing; however, there were none to speak.

There was no discussion amongst the Commission.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, authorizing the appropriate City staff to take all necessary actions to reduce the building permit fees as much as possible for the Teen Center Expansion Project. Roll Call:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

COMMENTS BY MAYOR AND CITY COMMISSIONERS**COMMISSIONER HUDAK DISTRICT 1**

COVID-19 Testing - Commissioner Hudak said as noted by the Governor, Memorial Health Systems, which has numerous hospitals under their umbrella, is the chosen hospital for drive up testing. If an individual has symptoms, and testing is deemed warranted, the person will be limited to the tent area for testing. Currently, the only hospital in Broward County authorized for drive up testing is Memorial Hospital in Pembroke Pines. Physicians must refer individuals to the hospital, as certain checks are required before a person is tested. Lastly, he advised that Broward Health North will not have drive up testing; whereby, a large tent will be displayed in their parking lot but will not be utilized for drive up testing.

COMMISSIONER PRESTON DISTRICT 2

COVID-19 Pandemic - Commissioner Preston said there is a potential for people to receive misinformation and become panicked; therefore, providing pertinent information and remaining professional is the best way to calm the situation. He explained that this is widespread and very different from a hurricane, whereas, it may be around for a while. Furthermore, he suggested thinking about the effect of the schools closing until the end of the school year and figuring out how to address it now. Commissioner Preston also recommended taking temperatures at the commission chamber doors if the meetings are in person. Lastly, Commissioner Preston said the City Manager and staff have done a good job communicating and taking action.

Welcome - Commissioner Preston welcomed both the Assistant City Manager and Chief Financial Officer to the City.

COMMISSIONER DROSKY DISTRICT 4

COVID-19 Communication - Commissioner Drosky said he expressed concerns about the possibility of meeting during emergencies with County Commissioner Chip LaMarca. Commissioner LaMarca said Deerfield Beach is not the only city asking him about this subject, but the State will look into it. Unfortunately, Commissioner Drosky said he does not know if any action will be taken in the short term as the legislature has not yet passed the budget.

Thereafter, he provided prevention guidelines as outlined by the CDC to stay safe, i.e. washing hands and social distancing.

Potential Opportunities - Commissioner Drosky said having virtual meetings may be the wave of the future as the technology is being used in various governmental capacities, such as courtrooms. Additionally, he said telecommuting was mentioned earlier and it could be a viable option moving forward. Telecommuting could also result in greater efficiency because travel time is eliminated.

Food Distribution - Commissioner Drosky said there is assurance that the food supply is not lacking; however, he recommended refining tools in determining how to get food to residents and stores in times of future emergencies.

Emergency Management Plan - Commissioner Drosky said learning how to respond in emergencies by taking actions to close beaches and parks, but also protecting residents are valuable lessons that are being learned hourly. There is a benefit as we all learn how to navigate as it will make us better leaders and have more informed residents.

VICE MAYOR PARNESS DISTRICT 3

Commission Meetings - Vice Mayor Parness said he prefers in person meetings as this is an older community. Thereafter, he voiced his objections to a virtual meeting as residents e-mails can be misconstrued by the reader. Therefore, these meetings should be held only in the rarest of situations.

MAYOR BILL GANZ

Broward County School Board - Mayor Ganz said he received an alert from Broward County Schools and on March 20th, computer devices will be supplied to students in need, so classes can resume online.

COMMENTS BY MAYOR AND CITY COMMISSIONERS - CONTINUED

COVID-19 Operations - Mayor Ganz said BSO Fire Rescue advised that they are taking all precautionary measures at the discretion of the medical director and continue to service at full staffing during the State of Emergency. Further, they have contacted all nursing homes and confirmed their medical protocols. Fire rescue and law enforcement continue to work a unified command structure.

Revenue Concerns - Mayor Ganz said the situation everyone is dealing with is unprecedented. The reality is that revenue will decrease, and everyone will suffer; but the goal is to ensure that it is not completely as devastating as it could be. Mayor Ganz commented on the downside of event cancellations and the need to save in other areas which are not detrimental to the employees and citizens; nevertheless, reserves are in place to address any potential shortfalls but should not be the first alternative.

Working Together - Mayor Ganz said cities should continue to work together and commented on his communication with Mayor Rex Hardin and Mayor Chris Vincent, as well as other mayors. Moreover, he thanked staff for their efforts.

Economic Impact - Mayor Ganz said he does not think the restaurants should be shut down completely as the economic impact will be brutal and there are too many people living paycheck to paycheck in that industry; therefore, closing completely will have a devastating effect on them. Until the federal or state comes in with assistance, he urged people to support local businesses via carry out or delivery. Lastly, he said restaurants should adhere to CDC guidelines and people should not be gathered in large crowds, per those guidelines.

Communication - Mayor Ganz said staff will provide information as quickly as possible; nonetheless, he is also tweeting or adding information to Facebook; whereby, he tweeted the other night that Aldi's would be closing an hour early. Mayor Ganz said any information should be communicated to one another. Also, the City Manager has been tied up on conference calls at least four (4) hours daily and applauded him for providing information regularly. Lastly, Mayor Ganz said he spent the day trying to coordinate with other cities to close beaches and obtain ever-changing information.

Prior to the adjournment, David Santucci, City Manager, announced that Broward County schools will remain closed until April 15th.

ADJOURNMENT

There was no further business.

MOTION was made by Commissioner Preston, seconded by Vice Mayor Parness, to adjourn the meeting at 8:07 p.m. Voice Vote:

Yeas: 5 - Commissioner Drosky, Commissioner Hudak, Commissioner Preston, Vice Mayor Parness and Mayor Ganz

Nays: 0

BILL GANZ, MAYOR

Samantha Gillyard, CMC, City Clerk

CITY OF DEERFIELD BEACH NON-UNIFORMED
EMPLOYEES' RETIREMENT COMMITTEE
SUMMARY OF REGULAR MEETING MINUTES
February 10, 2020

ROLL CALL: The quarterly meeting of the Board of Trustees of the City of Deerfield Beach Non-Uniformed Employees' Defined Benefit Pension Fund was called to order at 1:37 PM on February 10, 2020 at the City Central Campus, 2nd Floor.

TRUSTEES PRESENT: Wayne Miller, Lee Magnuson, and John Patterson.

ABSENT & EXCUSED: F David Rolwing

OTHERS PRESENT:

Fund Attorney Ken Harrison and of Sugarman & Susskind, Scott Owens and Andy McIlvane of Graystone Consulting, Piotr Krekora of GRS and Maribel Munoz-Garcia of KSDT.

APPROVAL OF MINUTES:

November 12, 2019

Trustee Patterson moved to approve the November meeting minutes and Trustee Magnuson seconded the motion and it passed 3-0.

PUBLIC COMMENTS:

There were no public comments at this meeting.

INVESTMENT REPORTS FOR QUARTER ENDING 12/31/19

Graystone Consulting

Mr. Owens reported on the performance noting that the total fund returned 4.26% for the quarter and 18.44% for the 1-year period vs. the policy index of 5.27% and 18.86% respectively. The Wedge domestic equity returned 7.80% and 29.76% vs. the Wedge Large cap domestic equity returned 7.41% and 26.54% vs. the Wedge index of 10.62% and 36.39% respectively. The Sawgrass Growth fund returned 8.27% and 31.24% vs. the Russell 1000 Growth index of 10.62 and 36.39% respectively. The London Company small cap 4.87% and 28.11% vs. the Russell 2000 index of 9.94% and 25.53% respectively. The Lazard International Value returned 7.43% and 19.80% and Renaissance International Growth returned 8.44% and 19.90% vs. the MSCI AC World index of 8.92% and 21.51% respectively. Sage fixed income returned 0.49% and 7.36% vs. the BC Gov Cr index of 0.37% and 6.80% respectively. Wedge fixed income returned -0.28% and 10.39% vs. the Barclays Govt/Credit Bond index of -0.01 and 9.71% respectively. Blackrock returned 1.50% and 7.43% vs. the HFRX fixed income credit index of 2.54% and 6.22% respectively. Blackstone returned 2.05% and 6.81% vs. the Global Hedge fund index of 2.57% and 8.62% respectively. AEW real estate returned 1.17% and 6.32% vs. the NCREIF property index of 1.55% and 6.42% respectively.

Mr. Owens noted that the fund is doing very well and he has no recommendations at this time. That being said, Trustee Patterson moved to approve the Consultant's report and Trustee Magnuson seconded the motion and it passed.

NEW BUSINESS:

Presentation of 10/1/18 Actuarial Valuation

Mr. Krekora reported that the total required City Contribution for the plan year beginning 10/1/19 through 9/30/2020 is \$1,412,785 based on the 7.0% investment assumption rate. The experience during the year was more favorable than anticipated.

This was primarily due to more deaths than expected. There were 5 deaths of members or beneficiaries resulting in no further benefits due compare to 4 expected inactive member deaths. There were no plan or assumption changes in this valuation. Mr. Krekora reported on the Variable (COLA) benefit noting that certain conditions which must be met in order to grant benefit increases automatically to retirees and beneficiaries. (1) there must be an actuarial gain from investment earnings, (2) there must be an actuarial gain overall for the year, (3) there must be an accumulated gain over the years.

Those conditions were met for the plan year ending 9/30/19, therefore, benefits for all retirees and beneficiaries in pay status should be increased by 0.1% effective October 1, 2019.

Mr. Krekora reported that the Market Value of Assets was about \$650,000 more than the Actuarial Value of Assets as of October 1, 2019. This difference will be recognized gradually and in the absence of offsetting gains, the employer contributions will decrease by approximately \$150,000. If the Market Value of Assets had been used instead of the Actuarial Value of Assets, the required contribution would have been \$1,550,000 and the funded ratio would have been 93%. The funded ratio this year was 94.3% compared to 91.9% last year. The Funded ratio was 94.4% before applying the Cost of Living benefit.

Mr. Krekora recommended lowering the assumption rate from 7.0% to 6.8% and that the Board continue monitoring the asset allocation to be sure it is appropriate for a closed and very mature plan. That being, said Trustee Patterson moved to approve the Valuation as presented and Trustee Magnuson seconded the motion. The motion passed.

Mr. Krekora spoke on the valuation being ADA compliant and reported that they do not prepare their reports that way however if the Board wants the report to be ADA compliant, they could refer them to a company that will convert it at a cost.

Presentation of 9/30/18 Financial Statements

Ms. Maribel Garcia from KSDT was in attendance to present the Independent auditor's report and gave a clean opinion. Ms. Garcia reported on the Plan Highlights noting that the total fiduciary net position for pension was \$53,689,057 which was 3% lower than the 2018 position. The total contributions were \$1,566,608 which were 6% lower than the 2018 contributions. The total interest and dividend earnings were \$1,392,039 which was 1% lower than the 2018 earnings. Net Investment income was \$2,189,473 which was 44% lower than the 2018 income. The benefits paid were \$5,571,956 which was 2% lower than the 2018 benefits. The net position restricted for benefits at September 30, 2019 was \$53,689,057 a 3% decrease from 2019. The total investments at September 30, 2019 were \$53,662,986 a 3% decrease from 2018. Revenues (additions to the net position) for the Plan were \$3,761,957 which was made up of contributions of \$1,566,608 plus net investment income of \$2,189,473 and other income of \$5,876. Expenses (deductions from fiduciary net position) decreased from \$5,769,429 during 2018 to \$5,675,168 during 2019.

Mr. Garcia reported on the detail of administrative expenses noting that the expenses were \$103,212. The legal fees totaled \$36,000 the Actuary fees totaled \$22,171, the Administrative fees totaled \$16,650, the Accounting fees totaled \$13,043, the fiduciary liability insurance totaled \$8,305, the Conferences totaled \$6,090 and the miscellaneous expenses which is the FPPTA membership totaled \$953.

Ms. Garcia has noted that all information was provided electronically and in a timely manner and had nothing further to report. Attorney Harrison noted that a motion was in order to approve the 9/30/19 Financial Statements. Trustee Magnuson moved to approve the financial statements and Trustee Patterson seconded the motion and it passed 3-0.

UNFINISHED BUSINESS:

There was no unfinished business discussed.

CONSENT AGENDA for approval: Warrant #291

Benefits USA, Inc. (Flat Monthly Fee for January 2020 plus postage)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for January 2020)	\$275.00
Benefits USA, Inc. (Submission of 2019 Audit File)	\$590.00
Fifth Third Bank (Q4-19 Custodian Fees-Invoice #6060527 dated 1/8/2020)	\$3,704.98
FPPTA (Re-Certification Fee for Wayne Miller)	\$31.00
Graystone Consulting (Q4-19 Consulting Fee-Invoice #10128320023 dated 1/23/2020)	\$11,875.00
KSDT (Final Billing for 9/30/19 Audit; Invoice #83122 dated 1/31/2020)	\$6,505.00
Total	\$24,430.98

Trustee Patterson moved to approve Warrant #291 for payment and Trustee Magnuson seconded the motion. The motion passed 3-0.

For Ratification: Warrants #287-290

Trustee & Fiduciary Insurance Svcs. (2019-2020 Fiduciary Liability Insurance Renewal)	\$8,349.00
Total	\$8,349.00
Benefits USA, Inc. (Flat Monthly Fee for December 2019)	\$1,450.00
Benefits USA, Inc. (Bookkeeping Fee for December 2019)	\$250.00
KSDT (Progress Billing for 9/30/19 audit-Invoice #80942 dated 11/30/19)	\$900.00
Sugarman & Susskind (Legal Fees-Invoice #144220 dated 12/9/19)	\$3,000.00
Total	\$5,625.00
Benefits USA, Inc. (Flat Monthly Fee for January 2020 plus postage)	\$1,565.00
Benefits USA, Inc. (Bookkeeping Fee for January 2020)	\$275.00
FPPTA (Winter Trustee School registration for Wayne Miller)	\$720.00
London Company (Q3-19 Mgmt Fee-Invoice dated 10/10/19)	\$10,099.00
Wayne Miller (Hotel and Per Diem for FPPTA Winter Trustees School)	\$1,190.36
Total	\$13,849.36
Lazard Asset Mgmt. (Q4-19 Mgmt Fee-Invoice #1770811 dated 12/31/19)	\$2,878.07
Renaissance Inv Mgmt. (Q4-19 Mgmt Fee-Invoice dated 1/6/2020)	\$4,528.56
Sage Adv Services (Q4-19 Mgmt Fee-Inv #20191231-564-A dated 12/31/19)	\$5,018.25
Sawgrass Asset Mgmt. (Q4-19 Mgmt Fee-Invoice #dege112s-123119 dated 1/9/2020)	\$10,342.22
Sugarman & Susskind (Legal Fees-Invoice #144883 dated 1/9/2020)	\$3,000.00
Wedge Capital Mgmt. (Q4-19 Mgmt Fee-LCV W00639 dated 1/16/2020)	\$13,939.22
Wedge Capital Mgmt. (Q4-19 Mgmt Fee-FIC W01170 dated 1/16/2020)	\$6,979.07
Total	\$46,685.39

Trustee Magnuson moved to approve Warrants 287 & 288 and Trustee Patterson seconded the motion and it passed 3-0. Warrant #289 was pulled and Chairman Miller stepped out of the room while his disbursement was approved by Trustee Magnuson and seconded by Trustee Patterson. The motion passed. It was noted that Chairman Miller's disbursements should be placed on a separate warrant for all future payments.

ATTORNEY'S REPORT:

Attorney Harrison reported on the ADA Compliance issue noting that if any documents are posted on the City's website, they must be ADA Compliant. He noted that there are programs that can convert the documents that way.

ADMINISTRATOR'S REPORT:

Ms. Giuliani had nothing further to report.

NEXT MEETING DATE:

The Administrator reported that the next regular meeting date is March 9, 2020 at 1:30 pm.

ADJOURN:

Trustee Patterson moved to adjourn and Trustee Magnuson seconded the motion. The meeting was duly adjourned at 2:55 pm.

Secretary

Date

HILLSBORO INLET DISTRICT
Minutes of Auditor Selection Committee Meeting, Monday, January 27, 2020

MEMBERS PRESENT:

Chairman John H. "Jack" Holland
Commissioner Denise Bryan
Commissioner Scott Loesel

OTHERS PRESENT:

David N. Tolces, Weiss Serota Helfman Cole &
Bierman, P.L.
Robert M. Andrews, Accountant
Kimberly Longo, District Secretary

QUORUM PRESENT: The Secretary called the roll and established a quorum for the Auditor Selection Committee meeting. The meeting was called to order by Chair Holland at 7:00 P.M.

ELECTION OF CHAIR AND VICE CHAIR: A Motion was made by Commissioner Bryan and seconded by Commissioner Loesel to appoint John H. Holland as Chair of the Auditor Selection Committee. The Motion was approved unanimously.

A Motion was made by Chair Holland and seconded by Commissioner Bryan to appoint Scott Loesel as Vice Chair of the Auditor Selection Committee. The Motion was approved unanimously.

DISCUSSION OF REQUEST FOR PROPOSAL FOR AUDITING SERVICES: Attorney David Tolces discussed the Request for Proposal ("RFP") for Auditing Services for 2019-2020. The Committee discussed the following:

1. Terms of Agreement (i.e., three (3) years with one-time option to renew for an additional two (2) year period);
2. Having the Proposals sent to the District's Accountant, Robert Andrews;
3. The schedule for selection of Auditor and engagement performance; and
4. Award to the best bidder based upon package and not points

A Motion was made by Commissioner Loesel and seconded by Commissioner Bryan to authorize the issuance of RFP with amendments and changes as requested. The motion was approved unanimously.

COMMENTS:

ADJOURNMENT: Motion was made by Commissioner Bryan to adjourn the meeting and seconded by Vice Chair Loesel. The meeting was adjourned at 7:20 PM by Chair Holland.

Respectfully submitted,

Kimberly Longo, District Secretary

HILLSBORO INLET DISTRICT
Minutes of Regular Monthly Meeting, Monday, February 24, 2020

MEMBERS PRESENT:

Chairman John H. "Jack" Holland
Commissioner Denise Bryan
Commissioner Scott Loesel
Commissioner Hank Sarkis
Commissioner Mohamed "Mo" Tarifi
Commissioner Randy Straus

OTHERS PRESENT:

David N. Tolces, Weiss Serota Helfman Cole &
Bierman, P.L.
Captain Woodworth R. Draughon III
Assistant Captain Alexander Cuevas
Thomas Campbell, Coastal Protection Engineering
Robert M. Andrews, Accountant
Kimberly Longo, District Secretary

QUORUM PRESENT: The Secretary called the roll and established a quorum for the regular meeting. The meeting was called to order by Chair Holland at 7:30 P.M.

APPROVAL OF MINUTES: A Motion to approve the January 27, 2020 Regular Meeting Minutes was made by Commissioner Bryan and seconded by Commissioner Sarkis. The Motion was approved unanimously.

APPROVAL OF OUTSTANDING BILLS: A Motion was made by Commissioner Loesel and seconded by Commissioner Bryan for approval of all outstanding bills in the amount of \$58,403.33. The bills were reviewed and discussed in detail. The motion was approved unanimously.

APPROVAL OF CURRENT MONTH'S EXPENSES: Motion was made by Commissioner Loesel and seconded by Commissioner Bryan to approve current month's expenses of approximately \$30,000.00. The motion was approved unanimously.

DREDGE LOG: Captain Draughon advised the Board no depth chart due to weather. There was 44.5 hours of dredging time, resulting in about 20,000 cubic yards of sand bypassed to Pompano Beach.

INLET STATUS REPORT: Captain Draughon updated the Board as to the status of the Inlet. The crew performed general maintenance. The crew replaced the water pump on the dredge and replaced the hardware and belts. The belts were old and rusted. The crew also performed repairs to the seawall due to the weather.

Chair Holland advised the Board that he received a letter from VMC Realty, the Managing Agent for Hillsboro Shores Improvement Association requesting the need to install several jetties to stop the erosion of Hillsboro Shores beach area.

NEW BUSINESS:

DRAFT AUDIT REPORT 2018-2019 FISCAL YEAR: The Board discussed the 2018-2019 Audit provided by Keefe McCullough. Attorney Tolces asked the Board if they would like Ken Smith of Keefe McCullough to come to the next meeting to ask questions about the Audit Report. District Account Robert Andrews advised the Board that the District had no debt at the end of the fiscal year. Motion was made by Commissioner Bryan to approve the 2018-2019 Audit and seconded by Commissioner Loesel. The motion was approved unanimously.

2019 SAND BYPASSING REPORT: The Board discussed the 2019 Sand Bypassing Report prepared by Coastal Systems International, Inc. Chair Holland commented on Commissioner Tarifi's e-mail regarding placement of sand on the Coast Guard beach. Chair Holland stated that pumping sand onto the Coast Guard beach is part of the District's "housekeeping," and that the by pumping the sand on the Coast Guard Beach the District is just replacing the sand. The District needs to specify how many times the District is pumping the sand onto the Coast Guard Beach. Commissioner Tarifi stated that the volume of sand pumped on the Coast Guard Beach should be included in the sand volume report, and if the District did include the volume of sand pumped on the Coast Guard Beach in its report, the District could meet the sand budget requirements. Chair Holland stated that what matters is the amount of sand that is pumped south of the inlet, as that sand does not come back. Commissioner Tarifi stated that by pumping the sand on the Coast Guard Beach the sand leaves the system, and it is not a guarantee that it will come back.

Commissioner Sarkis commented on Page 16, Figure 5 of the Sand Bypassing Report which shows the time period for the re-nourishment of the beaches in relation to the amount of sand that comes into the Inlet. Discussion continued regarding the sand budget and how the District's sand budget should be calculated especially in light of the Boca Inlet sand budget.

OLD BUSINESS:

UPDATE ON AUDITOR REQUEST FOR PROPOSAL: Attorney David Tolces advised the Board that the responses to the Auditor Request for Proposal are due on Monday, March 2, 2020. He also advised the Board that the next Auditor Selection Committee is meeting on Monday, March 16, 2020 and at that time the Committee will make a recommendation to the Board at the Regular Meeting on March 16 2020. The Board will approve an Auditor Contract in April.

RECORDS MANAGEMENT: District Accountant Robert Andrews advised the Board regarding the retention of historical records, items that the District needs to keep (i.e., reports and studies for the District), items that can be captured and stored and given to Lighthouse Preservation Society. Chair Holland stated to digitize documents and get rid of duplicates.

COMMISSIONER COMMENTS:

Commissioner Bryan commented on the need for the crew to get a new trailer and truck. The Board discussed the condition of the trailer and the truck with Captain Draughon and asked if he could look at the layout of a new trailer and what it will take to anchor it in a location at the Inlet.

There was discussion regarding the price of a truck, and to have Captain Draughon bring back a recommendation next month. The Board will need to coordinate with the Coast Guard and the Town of Hillsboro Beach for permit approval regarding the trailer.

Thomas Campbell, a resident of the Town of Hillsboro Beach commented upon the possibility of located additional sand to bypass. One possible method would be to see if there is any residual sand located in the exterior channel that the District has not been able to reach.

ADJOURNMENT: Motion was made by Commissioner Bryan to adjourn the meeting and seconded by Commissioner Sarkis. The meeting was adjourned at 8:29 PM by Chair Holland.

Respectfully submitted,

Kimberly Longo, District Secretary



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet

File Number: I.D. 2020-345

Agenda Date: 4/7/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Qualifications #20-17-PC for Fleet Maintenance and Repair Services to the responsive firms; authorizing execution of continuing contracts with the nine responsive firms for services on an as needed basis; and providing for an effective date. *(Funds from multiple accounts)*

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: Costs will be determined on a case by case basis and paid through the appropriate Department budget account.

Account Name: Materials to Maintain Vehicles

Account Number: XXX-XXXX-3806 (Depending on which Department utilizes these services)

Secondary Account Name: Tires

Secondary Account Number: XXX-XXXX-3807 (Depending on which Department utilizes these services)

Tertiary Account Name: Fluids and Oils

Tertiary Account Number: XXX-XXXX-3809 (Depending on which Department utilizes these services)

Background/History

The City continues to have difficulties hiring qualified mechanics for existing vacancies. Several positions continue to remain unfilled even after attempting to fill them for over 2 years. The City's fleet currently consists of approximately 250 vehicles. These vehicles require periodic maintenance and repairs.

Current Activity

Due to the ongoing shortage of qualified mechanics and the City's continual maintenance and repair needs, the City issued Request for Qualifications #20-17-PC for Fleet Maintenance and Repair Services (the "RFQ"), seeking proposals from local qualified vendors that could assist the City with its maintenance needs. Nine companies responded to the RFQ. The Evaluation Committee evaluated and ranked all nine proposals. In light of the above and the fact that all proposers are deemed qualified, it is the Evaluation Committee's recommendation to offer a continuing contract to all nine

responsive, responsible proposers. This will be a multiple award contract with a pool of approved contractors.

Recommendation

Staff recommends the City Commission approve the rankings and award a continuing contract to all nine proposers.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF REQUEST FOR QUALIFICATIONS #20-17-PC FOR FLEET MAINTENANCE AND REPAIR SERVICES TO THE RESPONSIVE FIRMS; AUTHORIZING EXECUTION OF CONTINUING CONTRACTS WITH THE NINE RESPONSIVE FIRMS FOR SERVICES ON AN AS NEEDED BASIS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City's fleet currently consists of approximately 250 vehicles, which require periodic maintenance and repairs; and

WHEREAS, the City desires to enter into continuing contracts with multiple providers for maintenance and repair services for the City's fleet on an as needed basis; and

WHEREAS, the City issued Request for Qualifications #20-17-PC for Fleet Maintenance and Repair Services (the "RFQ"); and

WHEREAS, the RFQ was advertised in the legal notices section of the Sun-Sentinel on January 24, 2020, and the notice was also sent to sixty one prospective offerors via the e-Procurement Marketplace; and

WHEREAS, twenty-four vendors viewed the RFQ documents; and

WHEREAS, on February 20, 2020 at 2:00 p.m., the Purchasing and Contract Administration Division unsealed the nine proposals that were timely received, and reviewed the proposals to ensure they met the RFQ requirements; and

WHEREAS, the evaluation committee members independently reviewed and scored the nine proposals in accordance with the weighted criteria stated in the RFQ prior to the first public evaluation committee meeting; and

WHEREAS, the evaluation committee meeting was held on February 28, 2020 to score the proposals based on the weighted criteria stated in the RFQ; and

WHEREAS, following the rankings, the evaluation committee concluded and was unanimous in their decision to make a recommendation to approve the ranking and award a contract to all nine ranked proposers as follows: A1 Truck & RV Center, LLC; Auto Tronics Auto Service, Inc.; Brinks Auto Body and Painting of Boca Raton, Inc.; East Coast Auto Glass Installers, LLC; Motion Industries, Inc. dba Hydraulic Supply Company; Jobbers Equipment Warehouse, Inc.; National Collision & Truck Center; Truck Masters, Inc.; Wastebuilt Environmental Solutions, LLC (collectively, the "Proposers"); and

WHEREAS, the evaluation committee recommends that the City Commission approve the

rankings and award contracts to all nine Proposers, and authorize execution of continuing contracts with the Proposers for fleet maintenance and repair services for two year terms with three optional one year renewal periods.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the award of the RFQ for fleet maintenance and repair services to the Proposers.

Section 3. The City Manager is hereby authorized to execute continuing contracts with the Proposers for maintenance and repair services on an as needed basis, consistent with the terms of the RFQ, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

**DRAFT
CONTRACT**

This CONTRACT is entered into by and between the CITY OF DEERFIELD BEACH ("CITY"), a municipal corporation and _____, herein referred to as the ("CONTRACTOR"), as follows:

WITNESSETH:

WHEREAS, pursuant to Request for Qualifications #20-17-PC (the "RFQ") the CITY accepted competitive proposals for Fleet Maintenance and Repair Services (the "Services") on an "as-needed" and "if-needed" basis; and

WHEREAS, the Services are delineated in the RFQ; and

WHEREAS, on _____, 2020, the CITY of Deerfield Beach City Commission, passed Resolution No. _____ ("Resolution") approving the ranking of firms and awarding Continuing Services Contracts to the _____ qualified firms, for the performance of the Services; and

WHEREAS, the CONTRACTOR is one of the _____ ranked qualified firms referenced above and is willing and able to perform Services for the CITY on an as needed basis, pursuant to the basic terms and conditions set forth in this CONTRACT (hereinafter referred to as "Continuing Services Contract" or "Contract"); and

WHEREAS, the purpose of this Continuing Services Contract is not to authorize any specific services, but to set forth certain terms and conditions which shall apply when and if CONTRACTOR is chosen from the "library" of contractors resulting from a request from the CITY for the Services; and

WHEREAS, the CITY intends, and the CONTRACTOR acknowledges that any future Services pursuant to this CONTRACT shall be non-exclusive and performed on an "as-needed" and "if-needed" basis and at the sole discretion of CITY, with no guaranty as to any minimum amount of work to be performed by CONTRACTOR.

NOW THEREFORE, be it agreed by and between the parties as follows:

ARTICLE I
INTRODUCTION AND SCOPE OF SERVICES

- 1.1 The above referenced Whereas clauses are true and correct and made a part hereof.
- 1.2 The CONTRACTOR agrees to provide the Services to the CITY as authorized from time to time by the CITY, in the CITY's sole discretion. The CITY reserves the right to select one or more firms to perform the services for the projects. This Contract provides no guaranty of any minimum amount of work to CONTRACTOR.
- 1.3 This CONTRACT, the RFQ, together with the response to the RFQ of CONTRACTOR shall constitute the entire CONTRACT and the attached Exhibit "A" – Fee Schedule, except to the extent specifically modified on Attachment "A" – Additional Terms and Conditions. The parties agree that the scope of services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the services

described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.

- 1.4 Except as specifically modified herein, CONTRACTOR shall be bound by the terms and conditions and prices as set forth in the RFQ and the CONTRACTOR'S Response to the RFQ. When the terms and conditions of this CONTRACT may be read as consistent with the RFQ, then and in that respect, the terms of both the RFQ and this CONTRACT shall be read as being consistent and shall be binding on both parties. Where terms and conditions of this CONTRACT contradict anything as set forth in the RFQ or the response to the RFQ, then the terms and conditions of this CONTRACT shall be binding and in full force and effect to the extent of any inconsistency.
- 1.5 This is a non-exclusive CONTRACT. The CITY may, in its sole and absolute discretion, utilize other parties to provide any of the services listed in the RFQ, or any aspect of the Services if the CITY deems it to be in the best interest of the CITY.
- 1.6 CONTRACTOR acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this CONTRACT.

ARTICLE 2

TERM AND TIME OF PERFORMANCE

- 2.1 The initial CONTRACT term shall be two (2) years beginning on _____ and ending on _____. The City reserves the right to renew the CONTRACT for three (3) additional one (1) year periods providing all terms, conditions, and scope of services remain the same, both parties agree to the renewal, and such renewal is approved by the City as set forth in the RFQ.
- 2.2 In the event the CONTRACT is scheduled to end because of the expiration of the CONTRACT, the CONTRACTOR shall continue to provide the products and services upon the request of the City Manager or his designee. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing CONTRACT. The CONTRACTOR shall be compensated for the products and services at the rate in effect when this extension clause is invoked by the CITY.
- 2.3 Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this CONTRACT.

ARTICLE 3

COMPENSATION

- 3.1 If the RFQ provides that the CITY shall compensate the CONTRACTOR for services provided by the CONTRACTOR, CITY agrees to pay CONTRACTOR, in the manner specified in the RFQ, the amounts set forth in CONTRACTOR'S Response for work actually performed and completed pursuant to this CONTRACT, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this CONTRACT. This amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items

of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

- 3.2 If the RFQ provides that the CONTRACTOR shall make payment to the CITY, such payment shall be made in conformance with the requirements set forth within the RFQ.
- 3.3 The CONTRACTOR and the CITY shall abide by the Local Government Prompt Payment Act, FL SS. 218.70-218.80.

ARTICLE 4 **TERMINATION OR SUSPENSION**

- 4.1 This CONTRACT may be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This CONTRACT may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 4.2 This CONTRACT may be terminated for cause for reasons including, but not limited to, CONTRACTOR's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this CONTRACT.
- 4.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this CONTRACT except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this CONTRACT.
- 4.4 In the event this CONTRACT is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the CONTRACT through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this CONTRACT for convenience.
- 4.5 In the event this CONTRACT is terminated for any reason, any amounts due CONTRACTOR shall be withheld by CITY until all documents are provided to CITY pursuant to Section 6.1 of Article 6.
- 4.6 Should at any time during the term of this CONTRACT, including any option terms, the CONTRACTOR is in violation of any of the terms and conditions of this CONTRACT, the City shall have the right to suspend the CONTRACTOR until the violation is resolved to the satisfaction of the City. If the violation is not promptly resolved or is of such serious nature that the City determines that suspension is not adequate, the City reserves the right to terminate for cause.
 - 4.6.1 In the event the CONTRACT is terminated, the City may assign the contract to another

CONTRACTOR, or seek a new CONTRACTOR, until the CONTRACT is re-let, or until the end of the CONTRACT term then in effect, at its sole option and shall reserve all legal remedies for damages and other relief.

ARTICLE 5
EEO AND ADA COMPLIANCE

- 5.1 CONTRACTOR shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, political affiliation or disability in the performance of this CONTRACT, the solicitation for or purchase of goods or services relating to this CONTRACT, or in subcontracting work in the performance of this CONTRACT. CONTRACTOR shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this CONTRACT, which may result in the termination of this CONTRACT or such other remedy as CITY deems appropriate.
- 5.2 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this CONTRACT. CONTRACTOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

ARTICLE 6
INSURANCE

CONTRACTOR shall provide to the CITY evidence of insurability meeting the insurance requirements stated herein. CONTRACTOR shall not commence the work or otherwise perform the work as required by the resulting Contract until the requirements stated herein are met and the Certificate(s) of Insurance are approved by the CITY. CONTRACTOR shall assume full responsibility and expense to obtain all necessary insurance.

1. General

- a. CONTRACTOR shall furnish to the Purchasing and Contract Administration Division a Certificate of Insurance or endorsements evidencing the insurance coverage specified herein upon execution of this Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to the Contract (Solicitation Title and Number), and state that such insurance is as required by this Contract. CONTRACTOR's failure to provide to City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days of notification of award shall provide the basis for the termination of the Contract.
- b. Such policy or policies shall be issued by approved companies authorized to do business in the State of Florida. CONTRACTOR shall be responsible to pay all deductible amounts, if any. CONTRACTOR shall specifically protect City and the Deerfield Beach City Commission by naming City and the Deerfield Beach City Commission as additional insured under all required liability policies except for Workers Compensation and secure waivers of subrogation, in favor of the City of Deerfield Beach, on all liability and workers' compensation policies.

- c. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is complete including all renewal terms. All policies must be endorsed to provide City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- d. City reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Contract, including, but not limited to, deductibles, limits, coverage, and endorsements based on insurance market conditions affecting the availability or affordability of coverage, or changes in the scope of work or specifications that affect the applicability of coverage. If CONTRACTOR uses a subcontractor, CONTRACTOR shall ensure that subcontractor names City and the Deerfield Beach City Commission as additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

2. Coverages

CONTRACTOR shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Contract the following insurance as indicated with exes:

- ☒ **Commercial Liability Insurance** - A Commercial Liability Insurance Policy shall be provided which shall contain limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury liability, personal injury liability and property damage liability on a per project basis and shall contain limits of no less than a Two Million Dollars (\$2,000,000.00) aggregate. Coverage must be afforded on a form no more restrictive than CG 20 10 10 01 and CG 20 37 10 01 Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include: premises and operations, independent Contractors, products and/or completed operations for contracts, broad form contractual coverage applicable to this specific Contract including any hold harmless and/or indemnification Contract, personal injury coverage with employee and contractual exclusions removed and policy limits shall be applied on a primary and non-contributory basis.
- ☒ **Business Automobile Liability** - Business Automobile Liability shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence or combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must at a minimum include liability coverage symbols: 2 (owned vehicles), 8 (hired vehicles) and 9 (non-owned vehicles).
- ☒ **Workers Compensation Insurance** - Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable Federal laws. In addition, the policy(ies) must include employers' liability with a limit of One Million Dollars (\$1,000,000.00) each accident, One Million Dollars (\$1,000,000.00) aggregate limit by disease and One Million Dollars (\$1,000,000.00) each employee by disease. Additionally, if there will be operations undertaken on or about navigable waters, a coverage endorsement must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act. If exempt for Worker's Compensation, proper documentation shall be provided

ARTICLE 7
MISCELLANEOUS

7.1 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of CONTRACTOR, CONTRACTOR's subcontractor(s), or anyone directly or indirectly employed or hired by CONTRACTOR or anyone for whose acts CONTRACTOR may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving CONTRACTOR of any obligation hereunder. CONTRACTOR agrees this indemnity obligation shall survive the completion or termination of the Agreement.

7.2 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this CONTRACT are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this CONTRACT, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this CONTRACT by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

7.3 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this CONTRACT for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this CONTRACT. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal

or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry. CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 7.3.

7.4 PUBLIC RECORDS

CONTRACTOR and its subcontractors shall comply with all requirements of Section 119, Florida Statutes, specifically:

- 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 Chapter 119 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. If CONTRACTOR does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954-480-4215, WEB.CLERK@DEERFIELD-BEACH.COM, CITY OF DEERFIELD BEACH, CITY CLERK'S OFFICE, 150 NE 2ND AVENUE, DEERFIELD BEACH, FL 33441).

- 7.5 COMPLAINTS AND DISPUTES: All complaints concerning misconduct on the part of the CONTRACTOR or disputes between City staff and the CONTRACTOR are referred to the City Manager or his designee, who shall conduct investigations and inquiries, including discussions with the CONTRACTOR and involved staff. The determinations of the City Manager or designee shall be binding upon the parties, and failure of the CONTRACTOR to follow any such determination could be considered a material breach and subject the CONTRACTOR to termination for cause. The CONTRACTOR agrees that any complaints received by the City concerning misconduct on the part of the CONTRACTOR, such as excessive charges, poor business practices etc., will be referred to the Office of the City Manager for appropriate action. The CONTRACTOR agrees to make any complaints concerning the City of Deerfield Beach available to the Office of the City Manager for action as required.

7.6 THIRD PARTY BENEFICIARIES

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this CONTRACT. Therefore, the parties agree that there are no third party beneficiaries to this

CONTRACT and that no third party shall be entitled to assert a right or claim against either of them based upon this CONTRACT.

7.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

FOR CONTRACTOR:

7.8 MATERIALITY AND WAIVER OF BREACH

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this CONTRACT and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this CONTRACT shall not be deemed a waiver of such provision or modification of this CONTRACT. A waiver of any breach of a provision of this CONTRACT shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this CONTRACT.

7.9 SEVERANCE

In the event a portion of this CONTRACT is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this CONTRACT. An election to terminate this CONTRACT based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

7.10 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this CONTRACT and acknowledge that the preparation of this CONTRACT has been their joint effort. The

language agreed to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this CONTRACT shall be interpreted as to its fair meaning and not strictly for or against any party.

7.11 WAIVER OF JURY TRIAL

By entering into this CONTRACT, CONTRACTOR, and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this CONTRACT.

7.12 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this CONTRACT and executed by the CITY's Signator and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

7.13 PRIOR CONTRACTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, Contracts, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, Contract, or understanding concerning the subject matter of this CONTRACT that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or Contract, whether oral or written.

7.14 REPRESENTATION OF AUTHORITY

Each individual executing this CONTRACT on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this CONTRACT, duly authorized by all necessary and appropriate action to execute this CONTRACT on behalf of such party and does so with full legal authority.

7.15 MULTIPLE ORIGINALS

Multiple copies of this CONTRACT may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

7.16 VERIFICATION OF EMPLOYMENT ELIGIBILITY

CONTRACTOR acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a. all persons employed by CONTRACTOR to perform employment duties within Florida during the term of the CONTRACT, and;
- b. all persons (including subcontractors) assigned by CONTRACTOR to perform work pursuant to the CONTRACT.

The CONTRACTOR acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the CONTRACT is a condition of the CONTRACT. CONTRACTOR shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the CONTRACT.

7.17 SCRUTINIZED COMPANIES.

- a. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized

Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR or its subcontractors are found to have submitted a false certification; or if CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of Work under this Agreement.
- d. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties have caused these presents to be executed.

Witnesses:

CITY OF DEERFIELD BEACH

By: _____
DAVID SANTUCCI, CITY MANAGER
Date: _____

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE INCORPORATED OR NON-INCORPORATED FORMAT, AS APPLICABLE.

[If incorporated sign below.]

CONTRACTOR

ATTEST:

(Secretary)

(Corporate Seal)

(Name of Corporation)
By _____
(Signature)

(Type Name/Title Signed Above)
____ day of _____, 20 ____.

[If not incorporated sign below.]

CONTRACTOR

WITNESSES:

(Name)

By _____
(Signature)

(Type Name Signed Above)

____ day of _____, 20____.

CITY REQUIRES TWO (2) FULLY EXECUTED CONTRACTS FOR DISTRIBUTION.

ATTACHMENT “A”
ADDITIONAL TERMS AND CONDITIONS

EXHIBIT "A" – FEE SCHEDULE

A Separate Fee Schedule Shall be Provided for Each Subcontractor

Proposers shall provide their Hourly Rates for Maintenance and Repair Services and Percentage % Markup on Parts and Equipment. Although, the following positions / titles are common throughout the industry, Proposers may provide different positions / titles from those listed below for the purpose of providing hourly rates.

Contractor: _____

Subcontractor, (If Applicable) _____

Position / Title	Hourly Rates for Normal Business Hours – (Monday to Friday, 8 a.m. to 5 p.m.)
Shop Mechanic	\$
AC Mechanic	\$
Hydraulic Mechanic	\$
Transmission Mechanic	\$
	\$
	\$
	\$
Additional Positions / Titles	
	\$
	\$
	\$

Position / Title	Hourly Rates for After Normal Business Hours – (Monday to Friday, Weekends and Holiday's)
Shop Mechanic	\$
AC Mechanic	\$
Hydraulic Mechanic	\$
Transmission Mechanic	\$
	\$
	\$
	\$
Additional Positions / Titles	
	\$
	\$
	\$

EXHIBIT "A" – FEE SCHEDULE

Position / Title	Hourly Rates for Emergencies – (Monday to Friday, Weekends and Holiday's)
Shop Mechanic	\$
AC Mechanic	\$
Hydraulic Mechanic	\$
Transmission Mechanic	\$
	\$
	\$
	\$
Additional Positions / Titles	
	\$
	\$
	\$

Parts and Equipment	Percentage Markup
Parts and Equipment	_____ %



Memorandum

TO: Chad Grecsek, Director of Sustainable Management

FROM: Paul Collette, Buyer

THRU: Ivelsa Guzman, Purchasing Manager

DATE: March 16, 2020

RE: **Fleet Maintenance and Repair Services, RFQ #20-17-PC**

The Purchasing and Contract Administration Division issued a Request for Qualifications for Fleet Maintenance and Repair Services, RFQ #20-17-PC. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFQ was advertised in the legal notices section of the Sun-Sentinel on January 24, 2020. The notice was also sent to sixty-one (61) prospective Offeror's via the e-Procurement Marketplace.
- Twenty-four (24) vendors viewed the documents of the RFQ.
- Two (2) Addendums were issued to make changes, additions and deletions to the RFQ documents.
- On Thursday, February 20, 2020 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed nine (9) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFQ requirements.
- Subsequently, each member of the evaluation committee assigned by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures and the evaluation sheets.
- Each evaluation committee member independently reviewed and scored the nine (9) proposals in accordance with the weighted criteria stated in the RFQ prior to the initial public Evaluation Committee meeting held on Friday, February 28, 2020 at 2:00 p.m. EST. The Evaluation Committee consisted of: German Cardona, Fleet Manager; Melissa Namor, Business Manager of ES; Sherry Wilson, Assistant Director of Dept. of Active Aging.
- The proposals were evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Qualifications and Experience of Principals and Staff	3
History and Past Performances of Similar Services	3
Firm's Location and Ability to Meet the City's Service Requirements	3
References	2

- The proposals were ranked (After Committee Members Independent Review) as follows:

Ranking Chart	German Cardona	Melissa Namor	Sherry Wilson	Total	Ranking
East Coast Auto Glass Installers, LLC	106.05 / 1	90.30 / 4	102.90 / 2	7	1
A1 Truck & RV Center, LLC	89 / 2	98 / 3	99 / 3	8	2
Auto Tronics Auto Service, Inc.	87.15 / 3	87.15 / 5	110.25 / 1	9	3
Brinks Auto Body and Painting of Boca Raton, Inc.	86 / 5	104 / 1	93 / 6	12	4
Truck Masters, Inc.	79 / 8	101 / 2	90 / 7	17	5
Jobbers Equipment Warehouse, Inc.	87 / 4	46 / 9	94 / 5	18	6
Motion Industries, Inc. dba Hydraulic Supply Company	82 / 7	50 / 8	96 / 4	19	7
National Collision & Truck Center	84 / 6	56 / 7	84 / 9	22	8
Wastebuilt Environmental Solutions, LLC	78 / 9	58 / 6	88 / 8	23	9

- Also, two (2) Proposers, Auto Tronics Auto Service, Inc. and East Coast Auto Glass Installers, LLC provided evidence for the Local Business Preference Program stated in the RFQ documents.
- As required per City Ordinance Section 38-128, the evaluation scores for the Proposers were adjusted upward by five percent (5%). The adjusted evaluation scores are reflected in the above ranking chart.
- After Committee Members Discussion of the Proposals the scores were not changed.
- Following the rankings, the evaluation committee concluded and was unanimous in their

decision to make a recommendation to the City Commission to approve the ranking and award a contract to all nine (9) ranked Proposers as follows: (A1 Truck & RV Center, LLC; Auto

Tronics Auto Service, Inc.; Brinks Auto Body and Painting of Boca Raton, Inc.; East Coast Auto Glass Installers, LLC; Motion Industries, Inc. dba Hydraulic Supply Company; Jobbers Equipment Warehouse, Inc.; National Collision & Truck Center; Truck Masters, Inc.; Wastebuilt Environmental Solutions, LLC). This will be a multiple award contract with a pool of approved companies.

- Reference checks were conducted on all nine (9) ranked Proposers and revealed positive ratings.

Please use this memorandum and all attachments as your backup to the City Manager for the next available City Commission Meeting.

Att. Bid Summary, Proposers Submittals, Vendor References – Check List and Vendor Performance Reference Verification Surveys, Scope of Services

c: Christina Kohta

The City of Deerfield Beach, FL Bid Summary

Bid Information		Contact Information		Ship to Information	
Bid Creator	Paul Collette Buyer	Address	401 SW 4th Street	Address	City of Deerfield Beach
Email	pcollette@deerfield-beach.com				401B SW 4th Street
Phone	(954) 480-4418		Deerfield Beach, FL 33441		Deerfield Beach, FL 33441
Fax	(954) 480-4388	Contact	Paul Collette, Buyer	Contact	German Cardona, Fleet Manager
		Department	Purchasing & Contract Admin. Division	Department	Sustainable Management
Bid Number	20-17-PC Addendum 2	Building	A	Building	B
Title	Fleet Maintenance and Repair Services	Floor/Room	2nd	Floor/Room	
Bid Type	RFQ	Telephone	(954) 480-4418	Telephone	
Issue Date	1/24/2020 04:58 PM (ET)	Fax	(954) 480-4388	Fax	
Close Date	2/20/2020 02:00:00 PM (ET)	Email	pcollette@deerfield-beach.com	Email	

Invited Suppliers

Supplier Name	Contact Name	City, State	Invitation Email	Invite Type
A1 Truck & RV Center, LLC	Brittany Bonadio	Pompano Beach, FL	cmontoya@a1bodyandglass.com	Manual
ABC Radiator & Air Inc.	richard mosher	North miami, FL	abcradiator@bellsouth.net	Manual
AUTO TRONICS AUTO SERVICE INC	JEFF MARSHALL	DEERFIELD BCH, FL	atasjeff@gmail.com	Manual
Brinks Auto Body (Brinks Auto Body & Painting of Boca Raton)	Michelle Schaffne	BOCA RATON, FL	Michelle@Brinksautobody.com	Manual
Carolina Auto Body Shop, Inc	Cooper Faassen	Deerfield Beach, FL	cfaassen@carolinaab.com	Manual
Creative Bus Sales, Inc.		Chino, CA	roberta@creativebussales.com	Manual
EAST COAST AUTO GLASS	MARIO PILATO	DEERFIELD BEACH, FL	INFO@EASTCOASTAUTOGLASS.NET	Manual
First Vehicle Services	Mitchell Beckett	Cincinnati, OH	Mitchell.Beckett@firstgroup.com	Manual
Matrix Installations	Ronan Bermudez	Doral, FL	matrixinstallations@gmail.com	Manual
Midwest Fabrication Service		WEST PALM BEACH, FL	midwestfabricationservice@gmail.com	Manual
Palm Peterbilt Truck Centers, Inc.	Tricia Wetherington	Ft Lauderdale, FL	twetherington@palmtruck.com	Manual
Pro Collision Center (Professional Collision Centers of America)		Deerfield Beach, FL	speedy11@aol.com	Manual
Southern Sewer Equipment Sales (SSES, Inc.)	Drew Denmon	Fort Pierce, FL	Jenny@southernsewer.com	Manual
Truck Masters	Adrian Bautista	Fort Lauderdale, FL	adrian@truckmastersftl.com	Manual
TruckPro LLC	Marc Gold	West Palm Beach, FL	chris.ethell@truckpro.com	Manual
Wastebuilt Environmental Solutions LLC	Scott Netzer	Pompano Beach, FL	mclindaniel@wastebuilt.com	Manual
Wheel Alignment Tech CO		MIAMI, FL	CONTACT@WHEELALIGNMENTTECH.COM	Manual
Xpress Auto Service & Tires		Coral Springs, FL	luis@xpresstirecenter.com	Manual
Advanced Fabricators, Inc.	Danielle Colucci	Pompano Beach, FL	sales@advancedfabricators.com	Auto
ASR Services, Inc	Robert A Weil Jr	Atlantis, FL	asrser@hotmail.com	Auto
Auto Glass Perfections, Inc.	Tamara Casanova	Fort Lauderdale, FL	tcasanova@autoglassperfections.co	Auto
Deerfield Tire Center (Christensen Enterprises South)	Deerfield Tire Center	Deerfield Beach, FL	jfranco.sales@gmail.com	Auto
GT Supplies, Inc.		Riviera Beach, FL	tr@gtsupplies.com	Auto
HORSON CORP	WALLY	HIALEAH, FL	WALFRIDO101@HOTMAIL.COM	Auto
Hydraulic Supply Co (Aero Hardware and Supply Inc)	Gold Team	Sunrise, FL	sales@hydraulic-supply.com	Auto
JCA Surety Group		Orlando, FL	jb@jcasurety.com	Auto
JOBBER'S EQUIPMENT WAREHOUSE INC	RON AHEARN	MIAMI, FL	ron@jobbersmiami.com;	Auto
NATIONAL COLLISION & TRUCK CENTER	RICHARD WILLIAMS	FORT LAUDERDALE, FL	solutions@jobbersmiami.com	Auto
reymech, LLC	Raul Reyes	Pembroke Pines, FL	5425NCT@GMAIL.COM	Auto
SOUTHEAST TRUCK SPECIALIST, INC	JOSE GUERRERO	POMPANOA BEACH, FL	reymech2017@gmail.com	Auto
SunSource (STS Operating Inc.)	Bill Foy	Stone Mountain, GA	SETS1@BELLSOUTH.NET	Auto
Thoroughbred Waste Services, LLC	Jilliann Lopapa	Coconut Creek, FL	bfoy@sunsrce.com	Auto
TIRE EQUIPMENT SALES & SERVICE	CRAIG CLEMENT	WEST PALM BEACH, FL	twswasteservice@gmail.com	Auto
			craig@tireequipmentsales.com	Auto

External Invitations

Invite Date	Email	Status
1/24/2020 04:58 PM (ET)	ehh@hydraulic-supply.com	Invitation Sent
2/5/2020 10:56 AM (ET)	parts@trileasing.com	Invitation Sent
2/5/2020 11:17 AM (ET)	c.lee@classiccollision.net	Invitation Sent
1/24/2020 04:58 PM (ET)	oscaracservices1@yahoo.com	Invitation Sent
1/24/2020 04:58 PM (ET)	shameir@terrys-toppers.com	Invitation Sent
1/29/2020 03:34 PM (ET)	mgoldstein@tiresoles.com	Invitation Sent
1/24/2020 04:58 PM (ET)	nanettes@rtsamallison.com	Invitation Sent
2/7/2020 10:59 AM (ET)	Mitchell.Beckett@firstgroup.com	Activated
1/24/2020 04:58 PM (ET)	abcradiator@bellsouth.net	Activated
1/24/2020 04:58 PM (ET)	fryan@palmtruck.com	Invitation Sent
1/24/2020 04:58 PM (ET)	charliesautoglasspompono@gmail.com	Invitation Sent
2/5/2020 10:57 AM (ET)	Vincent@advancedfabricators.com	Invitation Sent
1/24/2020 04:58 PM (ET)	matrixinstallations@gmail.com	Activated
1/24/2020 04:58 PM (ET)	purchasing@hydraulic-supply.com	Invitation Sent
1/24/2020 04:58 PM (ET)	roberta@creativebussales.com	Activated
1/24/2020 04:58 PM (ET)	brittany-bissoon@kellytractor.com	Invitation Sent
1/24/2020 04:58 PM (ET)	cmontoya@a1bodyandglass.com	Activated
1/24/2020 04:58 PM (ET)	tkeep@wastebuilt.com	Invitation Sent
1/24/2020 04:58 PM (ET)	admin@masterstruckrepair.com	Invitation Sent
1/24/2020 04:58 PM (ET)	Drew@SouthernSewer.com	Invitation Sent
1/31/2020 04:26 PM (ET)	accountsreceivable@mavistire.com	Invitation Sent
1/24/2020 04:58 PM (ET)	brianf@hydraulics.cc	Invitation Sent
1/24/2020 04:58 PM (ET)	atasjeff@gmail.com	Activated
1/24/2020 04:58 PM (ET)	jhubler@conlandtire.com	Invitation Sent
1/24/2020 04:58 PM (ET)	rcarofano@tiresoles.com	Invitation Sent
1/24/2020 04:58 PM (ET)	info@eastcoastautoglass.net	Invitation Sent
1/24/2020 04:58 PM (ET)	info@atlanticbussales.net	Invitation Sent
1/24/2020 04:58 PM (ET)	yurmanator57@gmail.com	Invitation Sent

Bid Notes

The City of Deerfield Beach invites qualified vendors to submit statements of qualification to provide Fleet Maintenance and Repair Services, in accordance with the terms and conditions and scope of services within this solicitation.

Bid Activities

Date	Name	Description
2/6/2020 05:00 PM (ET)	Last Day the City will Issue Addenda	Addenda be released via the eProcurement Marketplace when necessitated. This the last date and time the City will issue an addendum.

Bid Messages

Date	Subject	Message
02/03/20	Solicitation Closing Courtesy Reminder	This is a courtesy reminder that this solicitation opportunity will be closing on Thursday, February 13, 2020, at 2:00 PM. If you are not submitting a response to this RFQ, please provide your reasons via e-mail to Paul Collette, Buyer at pcollette@deerfield-beach.com. Thank you.
02/21/20	Evaluation Committee Meeting	You are hereby notified that the Evaluation Committee for Fleet Maintenance and Repair Services, RFQ #20-17-PC will meet on Friday, February 28, 2020 at 2:00 p.m. EST. The location of the meeting is 401 SW 4th Street, Deerfield Beach, FL 33441 (Central City Campus, Bldg. A, 2nd Floor Large Conference Room). The purpose of the evaluation meeting is to discuss the responsive proposals received, rank those proposals, and decide on the next course of action, whether that be to make a recommendation to the City Commission or request oral presentations from the short-listed Proposers. Should you have any questions regarding this meeting, please contact the Purchasing and Contract Administration Division at 954-480-4381. This is a public meeting held in accordance with Florida Statute Chapter 286.
03/03/20	Notice of Intent to Award	Please be advised that the City of Deerfield Beach staff has evaluated and ranked all responsive and responsible submittals received in accordance with the criteria stated in the RFQ. Based on the final rankings, staff is recommending approval of the rankings and award a contract to all nine (9) ranked companies as follows: (A1 Truck & RV Center, LLC; Auto Tronics Auto Service, Inc.; Brinks Auto Body and Painting of Boca Raton, Inc.; East Coast Auto Glass Installers, LLC; Motion Industries, Inc. dba Hydraulic Supply Company; Jobbers Equipment Warehouse, Inc.; National Collision & Truck Center; Truck Masters, Inc. Wastebuilt Environmental Solutions, LLC). The award recommendation is scheduled to be presented to the City Commission at the April 7, 2020 City Commission meeting, but is subject to change. Please be advised that a cone of silence is still in effect until the City Commission takes final action or gives final approval, rejects all proposals or responses to the Competitive Solicitation, or takes other action which ends the Competitive Solicitation process pursuant to Section 38-140 of the City Procurement Code. Should you have any questions please contact the Purchasing and Contract Administration Division at 954-480-4381. We appreciate the time and effort put forth by all those who responded to this solicitation and hope you continue to show interest in City of Deerfield Beach projects. Best Regards, Paul Collette, Buyer.

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	20-17-PC Request for Package Qualifications Package..pdf	Request for Qualifications
Header	20-17-PC Exhibit I - Tentative Events Schedule of Events.lsx.pdf	Exhibit I - Tentative Schedule of
Header	20-17-PC Attachment A - Vendor Performance Performance Ref. Verification references and provide it with you Survey Form.pdf	Attachment A - Vendor Performance Reference Verification Survey Form shall be completed by your five (5) response attachments.
Header	20-17-PC Attachment B - Draft Contract..pdf	Attachment B - Draft Contract. THIS DOCUMENT IS NOT REQUIRED WITH THE RESPONSE. THIS DOCUMENT SHALL BE EXECUTED BY THE SUCCESSFUL OFFEROR(S).

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Experience and Qualifications: Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required. Shall have a minimum of two (2) years' experience under its current business name.
2	YES	Firm's History and Past Performance of Similar Projects: Offeror shall identify three (3) projects within a minimum of three (3) years where the Offeror has provided similar products and services as requested in this solicitation. Provide the following information for each project: 1. name and location of the project, name of the owner, year performed and the total dollar amount of the project. 2. A description of the project. 3. A reference, including a contact name, addresses, phone numbers and e-mail addresses. This reference should be the staff member who was in charge of the project.
3	YES	Proof of Insurability: Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.
4	YES	Copies of Applicable Licenses and Certifications: Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.
5	YES	Business Tax Receipt: Submit a copy of your firm's business tax receipt for the principal place of business regardless of location.
6	YES	Corporate Annual Report: Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).
7	YES	W-9 Form : Submit a copy of your firms W-9 Form.
8	YES	Attachment A – Vendor Performance Reference Verification Survey Form: Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.
9	NO	Ethics Code Disclosure: a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)
10	NO	Certified Business Entity (CBE) Certification: Submit a copy of your firms CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.
11	NO	Schedule of Participation from Disadvantage Business Entity(s): Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

Bid Attributes

#	Name	Note	Response
1	Addendum 1	Addendum 1 is issued to make additions and deletions to the RFQ documents: under Attachments, Request for Qualifications Package, Section II - Evaluation Procedures, Item 1(b) Page 3; Section V - Insurance Requirements, Page 18 and 19; Section VI - Scope of Services, Item 3(a)(c)(d)(e) Page 21 and 22; Item 5, Page 22 (Words/Letters/Numbers - Struck Through are deleted and Words/Letters/Numbers - Bold and Underlined are added). Display	
2	Addendum 2	Addendum 2 is issued to make additions to the RFQ documents: under Attachments, Request for Qualifications Package, Section VI - Scope of Services, Items 3(a)(c)(e)(f) Pages 21 and 22 (Words - Struck Through are deleted and Words/Letters - Bold and Underlined are added). Display	
3	Drug-Free Workplace Programs	Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section. Required Valid Responses: [Please Select], Yes, No	

4 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement. Required

Valid Responses: I Affirm

5 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant. Required

Valid Responses: I Affirm

6 Convicted / Suspended / Discriminatory /
Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime 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 F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists. Required
Valid Responses: I affirm

7 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations. Required
Valid Responses: [Please Select], I am a local vendor with no derogatory history, I am a local vendor but have a derogatory history, I am not a local vendor.

8 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations. Required
Valid Responses: [Please Select], I am a DBE with no derogatory history , I am a DBE but I have a derogatory history , I am not a Disadvantaged Business Entity

- 9 Ethics Code Disclosure
- Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.) Required
Valid Responses: [Please Select], Not Applicable, At least one of the statements is applicable
- 10 Completing the Statements of Qualification
- All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient. Display
- 11 Individuals with legal authority to contract
- In this section include the name and title of each corporate Officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE. Required
- 12 Compliance with Florida Factitious Name Statute
- If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response. Display
- 13 Former Business Names
- Under what other former names has your organization or principals holding at least 30% interest operated? Required
- 14 Years of Experience
- How many years has your company been in business providing the products and services that are subject to this solicitation? Required
- 15 Attachment A – References & Vendor Performance Reference Verification Survey Form
- Offerors shall complete the Vendor Performance Reference Verification Survey Form shall be completed by your five references and provide it with your Response Attachments. Required
Valid Responses: I have completed and attached my references
- 16 Licenses and Certifications
- I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. Required
Valid Responses: Yes

- 17 Use of Subcontractors Will you be using any subcontractors? Required
Valid Responses: [Please Select], Yes, No
- 18 List of Subcontractors If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. Required
- 19 Default and Non-Performance History Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details. Required
- 21 Conflicts of Interest Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business. Required
- 22 Verification of Employment Status Offeror affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of: a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and; b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. The Offeror further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Successful Offeror shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Contract. Required
Valid Responses: I Affirm

SECTION VI – SCOPE OF SERVICES

1. General

The City of Deerfield Beach, Florida (the “City”) is seeking the services of qualified vendor(s) or individual(s) to provide Fleet Maintenance and Repair Services for the City’s Sustainable Management – Fleet Maintenance Division on an “as-needed” and “if-needed” basis throughout the City. This will be a “Continuing Services Contract”.

2. Scope of Services

- a. The services for non-warranty repairs to be performed by the Contractor shall consist of furnishing all labor, parts and material, equipment, tools, supervision, service shop facilities, travel, insurances, permits and incidentals necessary to provide full repair service, including installations, inspections, adjustments, testing, etc. The services will be provided for non-warranty vehicle maintenance and repairs.
- b. The Successful Proposer(s) shall have established service shop facilities in Broward County, Palm Beach County or Dade County specializing in the requested maintenance and repair services and also shall provide mobile repair services.
- c. All work performed shall return mechanical equipment to original equipment specifications and performance. Contractor shall have the experience and capability for repairing all manufacturer types.
- d. All equipment shall be serviced in a manner, which meets or exceeds the requirements of the original manufacturer and their specifications.
- e. The Contractor shall provide replacement parts as required during the term of the contract. Only Original Equipment Manufacturer (OEM) parts or aftermarket parts that meet OEM specifications shall be utilized unless authorized by the Contract Administrator or his/her designee.
- f. Work shall be accomplished during normal business hours Monday through Friday (8:00 a.m. to 5:00 p.m.) unless otherwise scheduled by the Contract Administrator or his/her designee. Work hours may continue past a normal eight (8) hour work shift, if required.
- g. All repairs shall include diagnosis, removal and replacement of defective structural, electrical and mechanical components, as required.
- h. The Contractor will be required to submit a written estimate on each job. The written estimate shall be based on the requirements of labor hours, parts and material, etc. for a specific repair job. The written estimate shall be broken down by hours and a separate price for parts and materials. The date of completion of the repairs shall be included. Lump sum estimates shall not be accepted. If requested, the Contractor shall include with the written estimate the cost of new equipment versus the repair of the unit. Price quotations shall remain firm for thirty (90) days. The preparation of all price quotations shall be provided at no cost or obligation to the City.
- i. Contractor shall bill for actual time spent at the job site for servicing and repairing the equipment. The hourly rate per call, whether equipment is repaired/serviced at the site or at the Contractor’s shop, shall remain fixed throughout the initial term of the contract. Payment will be made only for actual work completed and time will be pro-rated as the actual time spent at the job site. All mileage and/or travel time shall be included in the hourly rate.

- j. In the event that a repair takes more than three (40) hours to complete, the Contractor shall provide a daily progress report to the Contract Administrator or his/her designee. The Contractor shall make status calls to the Contract Administrator or his/her designee on the expected completion time for each job. If the job completion extends beyond twelve (12) days without the approval from the Contract Administrator or his/her designee, the City reserves the right to secure three (3) competitive quotes and award the job to another vendor.
- k. The Contractor shall continuously employ technicians trained and certified to complete the work specified herein.
- l. Contractor may bid on and subcontract this work out to a qualified company that meets or exceeds all specifications, terms and conditions of this bid.
- m. Invoices shall provide the following documentation for each maintenance and repair service.
 - Description of Vehicle with the City's Vehicle Number.
 - Description of Maintenance and Repair.
 - Number of Labor Hours with Hourly Cost as listed in the Contract, Exhibit A – Fee Schedule.
 - Description of Parts or Equipment with % Markup as listed in the Contract, Exhibit A – Fee Schedule (if applicable).
 - Total Cost of the Services with Labor and Parts.

3. Minimum Service Requirements

a. Type of Vehicles and Quantities

Heavy Duty Refuse Collection Vehicles (FRONT END LOADER – AUTO-SIDELOAD – REAR LOADER – ROLL OFF – BOOM TRUCK); Street Sweepers, Automobiles and Light Duty Trucks (F150, F250, F350, F450); Transit Buses.

b. Structural related removal and repairs strictly following OEM standards

- Perform accurate troubleshooting.
- Provide written detailed estimate for repairs.
- Remove and replace eject blade and telescopic cylinder.
- Replace eject blade upper and lower wear plate with AR400 flat metal material.
- Replace body side eject blade track wear strips with AR400 metal material.
- Replace loading floor 1/4" AR400 material flat metal.
- Remove and replace eject blade and telescopic cylinder.
- Remove and replace cable sheaves (Roll-off).
- Removed and replace cable (Roll-off).
- Remove and replace rear fenders.
- Remove and replace tarp net and/or spring tensioned roller.
- Repair any structural tarp system frame.

c. Heavy Duty Truck Repairs

- Provide all necessary maintenance and repairs as required and requested by the City.
- Heating Ventilating / Air Conditioning (HVAC).
- Perform accurate troubleshooting.

- Provide written detailed estimate for repairs.
- Evacuate and recharge system to manufacturing values.
- Remove and replaced components such: air compressor; air dryer; orifice valve; condenser; any electrical devise associated with the proper HVAC functioning.
- Tire replacements, tire rotations, tire balancing and repair services.
- Wheel alignments.
- Windows and windshield replacements and repairs, window tinting.
- Heavy Duty Truck Body repairs and painting.

d. Heavy Duty Truck and Equipment Hydraulic System

- Provide all necessary maintenance and repairs as required and requested by the City.
- Perform accurate troubleshooting.
- Provide written detailed estimate for repairs.
- Remove and replace hydraulic cylinders for the multiple functions.
- Remove and replace operating hydraulic valves and hoses.
- Tire replacements, tire rotations, tire balancing and repair services.
- Wheel alignments.
- Windows and windshield replacements and repairs, window tinting.

e. Automobiles, Light Duty Trucks and Transit Buses

- Provide all necessary maintenance and repairs as required and requested by the City.
- Tire replacements, tire rotations, tire balancing and repair services.
- Wheel alignments.
- Windows and windshield replacements and repairs, window tinting.
- Auto Body and Light Duty Truck Body repairs and painting.

f. Shop Equipment

- Provide all necessary maintenance and repairs as required and requested by the City.
- Vehicle Lift maintenance and repairs.
- Air Compressor maintenance and repairs.
- Lubrication Equipment maintenance and repairs.
- Various Shop Equipment maintenance and repairs.

4. Equipment Additions/Deletions/Changes

The City reserves the right to add, delete, or change equipment requiring service and maintenance in accordance with the terms, conditions and scope of services.

5. Quality Control

Contractor shall be required to establish a written quality control program to ensure requirements of the contract.

6. Warranty

Upon completion, all repairs must comply within the provided OEM guidelines. All labor and workmanship for replacement parts and supplies shall be fully warranted and guaranteed for a minimum of one (1) year from date of completion and acceptance. The contract is required to expressly warrant that all items are new and free from defects warranted for their merchantability and meet the performance

specification of the original equipment. The Contractor shall address unsatisfactory work within twenty-four (24) hours (or agreed upon time) of notification by the Contract Administrator or his/her designee.

7. Security

The awarded Contractor shall be required to complete a "CONTRACTOR PASS REQUEST FORM" (Refer to Attachments, Exhibit B), with photo identification of all personnel authorized to be on City property. This form shall be sent to the Successful Offeror(s) with the notification of award letter(s) and shall be returned to the Purchasing Division when completed. Personnel additions and/or deletions shall be reported to the City's Contract Administrator or his/her designee within twenty-four (24) hours of the change in writing via fax or e-mail to the Co-op Agency utilizing the security notification form that will be provided to the Successful Offeror(s). All personnel shall report to the City's designated representative at each site for check-in upon arrival at any City facility. Photo identification of person, their purpose of visit, and name of contact person at the City facility, shall be required for entry. Contractor shall ensure that only authorized personnel perform the services requested by the City. Upon leaving Utility premises, all personnel shall be required to check out with the Security Guard or Operator on duty as applicable. The awarded Contractor shall be held responsible for complying with these procedures.

8. Protection of Property

The Contractor shall at all times guard against damage or loss to City property (includes road, facilities, sewers, signage, utilities, irrigation system, plant material, etc.) and any other persons in or around the work site and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages or loss immediately to the Contract Administrator or his/her designee. Replacement or repairs shall begin within forty-eight (48) hours of the incident that caused the damage. Failure to restore said damage shall result in a deduction from the Contractors payment for the City's expenses incurred to restore the property to its original condition. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.

9. Quality Assurance

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

10. Contractor's Personnel

- a. The Successful Offeror(s) shall provide the City with a list of all personnel (including supervisory personnel) assigned to the contract. The list shall include the names, emergency telephone and cellular phone numbers. The Contractor shall be responsible for keeping this list up to date. The City may 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 interests of the City. Contractor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on City premises. The City shall

not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractor's supervisory staff on-site or the managerial point of contact designated to the contract.

- b.** The Contractor's personnel performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractor's personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform and a photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from City property. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- c.** At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- d.** All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

11. Contractor's Vehicles

Contractor's vehicles used for the maintenance and repair services shall be clean and presentable, in good working condition, identified with the name of the company and properly licensed.

COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

Prepared By: Paul Collette, Buyer

Proposer's Name: A1 Truck & RV Center, LLC

Project Fleet Maintenance and Repair Services

Project #: RFQ #20-17-PC

Vendor Search Locations	Start	Findings	Completed
Convicted Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Suspended Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Federal Excluded Parties List	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Broward County Criminal Courts	2/24/20	2/13/19 Traffic Infraction - Disposed	☒ Yes ☐ No ☐ N/A
Miami-Dade County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Palm Beach County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Sunbiz	2/24/20	Merry Diaz De Tuesta - Registered Agent, Robert Jimenez - President; Cristobal Jimenez - V.P.; Berta B. Jimenez - Secretary	☒ Yes ☐ No ☐ N/A
Florida Department of Business and Professional Regulations	2/24/20	Maintains Appropriate License. Expires 12/31/20	☒ Yes ☐ No ☐ N/A

Name of Reference	Start Date	Completed
Broward Sheriff's Office	2/24/20	☒ Yes ☐ No ☐ N/A
City of Boca Raton	2/24/20	☒ Yes ☐ No ☐ N/A
FedEx Express	2/24/20	☒ Yes ☐ No ☐ N/A



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: A1 Truck & RV Center, LLC
Agency Name: Broward Sheriff's Office
Agency Contact: Brian Winship
Contact E-mail: Brian_Winship@sheriff.org
Contact Phone #: 954-497-3682

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

BSO has been working with A1 Truck & RV Center going on seven years with exceptional service.

(Please print – Person completing survey)

Reference Name: Brian Winship

Title: Fleet Service Writer

(Person completing survey)

Signature: Brian Winship

Date: February 5, 2020

Reference verified by City Employee: Sandra Francis Date: February 28, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: A1 Truck & RV Center, LLC

Agency Name: City of Boca Raton

Agency Contact: Stirling Castellano

Contact E-mail: scastellano@myboca.us

Contact Phone #: 561-416-3393

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 2
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

The City of Boca Raton has been doing business with A1 Truck & RV Center for over twenty years.

(Please print – Person completing survey)

Reference Name: Sterling Castellano

Title: Fleet Operations Manager

(Person completing survey)

Signature: Stirling Castellano

Date: February 7, 2020

Reference verified by City Employee: Sandra Francis Date: February 28, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: A1 Truck & RV Center, LLC

Agency Name: FedEx Express

Agency Contact: Michael Hansen

Contact E-mail: 5268564@fedex.com

Contact Phone #: 561-801-7151

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

I have a great overall experience with A1 Truck & RV Center.

(Please print – Person completing survey)

Reference Name: Michael Hansen

Title: Senior Global Vehicle Technician

(Person completing survey)

Signature: Michael Hansen

Date: February 12, 2020

Reference verified by City Employee: Sandra Francis Date: February 28, 2020

COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

Prepared By: Paul Collette, Buyer

Proposer's Name: Auto Tronics Auto Service, Inc.

Project Fleet Maintenance and Repair Services

Project #: RFQ #20-17-PC

Vendor Search Locations	Start	Findings	Completed
Convicted Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Suspended Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Federal Excluded Parties List	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Broward County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Miami-Dade County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Palm Beach County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Sunbiz	2/24/20	Jeffrey S. Marshall - Registered Agent, President, V.P, Treasurer	☒ Yes ☐ No ☐ N/A
Florida Department of Business and Professional Regulations	2/24/20	Maintains Appropriate License. Expires 10/20/20	☒ Yes ☐ No ☐ N/A

Name of Reference	Start Date	Completed
Walt's Window Repair	2/24/20	☒ Yes ☐ No ☐ N/A
Amex Pharmacy	2/24/20	☒ Yes ☐ No ☐ N/A
Infinity Roofing	2/24/20	☒ Yes ☐ No ☐ N/A



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Auto Tronics Auto Service, Inc.

Agency Name: Walt's Window Repair

Agency Contact: Barbara Matheric

Contact E-mail: waltswindowinc@aol.com

Contact Phone #: 561-997-6553

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

Been taking our trucks to them for over twenty years.

(Please print – Person completing survey)

Reference Name: Barbara Matheric

Title: Part Owner

(Person completing survey)

Signature: Barbara Matheric

Date: February 12, 2020

Reference verified by City Employee: Sandra Francis Date: February 28, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Auto Tronics Auto Service, Inc.

Agency Name: Amex Pharmacy

Agency Contact: Mark Sangree

Contact E-mail: sangree@amexparmacy.com

Contact Phone #: 561-445-2356

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

Auto Tronics Auto Service has managed my business vehicles over twenty years.

(Please print – Person completing survey)

Reference Name: Mark Sangree

Title: President

(Person completing survey)

Signature: Mark Sangree

Date: February 11, 2020

Reference verified by City Employee: Sandra Francis Date: March 3, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Auto Tronics Auto Service, Inc.

Agency Name: Infinity Roofing

Agency Contact: John Mitala

Contact E-mail: tina@infinityrfg.com

Contact Phone #: 954-781-9146

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 4
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

Auto Tronics Auto Service has been overseeing our fleet for fourteen years. They not only complete the maintenance and repairs, they manage it.

(Please print – Person completing survey)

Reference Name: John Mitala

Title: President

(Person completing survey)

Signature: John Mitala

Date: February 10, 2020

Reference verified by City Employee: Sandra Francis Date: February 28, 2020

COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

Prepared By: Paul Collette, Buyer

Proposer's Name: Brinks Auto Body and Painting of Boca Raton, Inc.

Project Fleet Maintenance and Repair Services

Project #: RFQ #20-17-PC

Vendor Search Locations	Start Date	Findings	Completed
Convicted Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Suspended Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Federal Excluded Parties List	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Broward County Criminal Courts	2/24/20	2/13/19 Traffic Infraction - Disposed	☒ Yes ☐ No ☐ N/A
Miami-Dade County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Palm Beach County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Sunbiz	2/24/20	Reynard J. Schaffner Jr. Registered Agent, President, Secretary, Treasurer	☒ Yes ☐ No ☐ N/A
Florida Department of Business and Professional Regulations	2/24/20	Maintains Appropriate License. Expires 6/30/22	☒ Yes ☐ No ☐ N/A

Name of Reference	Start Date	Completed
Highland Beach Police Department	2/24/20	☒ Yes ☐ No ☐ N/A
City of Boca Raton	2/24/20	☒ Yes ☐ No ☐ N/A
Florida Atlantic University, Army ROTC 6 th Brigade, USACC	2/24/20	☒ Yes ☐ No ☐ N/A



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Brinks Auto Body and Painting of Boca Raton, Inc.

Agency Name: Highland Beach Police Department

Agency Contact: Eric Aronowitz

Contact E-mail: aronowitz@highlandbeach.us

Contact Phone #: 561-266-5800

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

Very satisfied with repairs to our fleet / Police vehicles. Very professional, honest and on time.

(Please print – Person completing survey)

Reference Name: Eric Aronowitz

Title: Lieutenant / Fleet Manager

(Person completing survey)

Signature: Eric Aronowitz

Date: February 10, 2020

Reference verified by City Employee: Sandra Francis Date: March 2, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Brinks Auto Body and Painting of Boca Raton, Inc.

Agency Name: City of Boca Raton

Agency Contact: Stirling Castellano

Contact E-mail: scastellano@myboca.us

Contact Phone #: 561-416-3393

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 2
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

The City of Boca Raton has been doing business with Brinks Auto Body for twenty years.

(Please print – Person completing survey)

Reference Name: Sterling Castellano

Title: Fleet Operations Manager

(Person completing survey)

Signature: Stirling Castellano

Date: February 11, 2020

Reference verified by City Employee: Sandra Francis Date: March 2, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Brinks Auto Body and Painting of Boca Raton, Inc.
Agency Name: Florida Atlantic University, Army ROTC 6th Brigade, USACC
Agency Contact: Wilburn Tanner, DAC
Contact E-mail: wilburn.g.tanner4.civ@gmail.mil
Contact Phone #: 561-297-6572

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

Brinks Auto Body & Painting of Boca Raton, is by far one of the most professional and reliable body shops in all of South Florida. As we have had multiple fleet vehicles repaired by them in the past several years, each and everyone of them was treated as if it was one of their own. From their "can do" attitude, to their willingness to always ensure that the job is done right the first time, they have proven to be one of the best body shops around. Having always put the customer first, we are appreciative of their steadfast commitment to service and continuous strive for success. Thank you Brinks for a job well done!

(Please print – Person completing survey)

Reference Name: Michael Hansen

Title: Human Resource Assistant

(Person completing survey)

Signature: Wilburn Tanner

Date: February 7, 2020

Reference verified by City Employee: Sandra Francis Date: February 28, 2020

COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

Prepared By: Paul Collette, Buyer

Proposer's Name: East Coast Auto Glass Installers, LLC

Project: Fleet Maintenance and Repair Services

Project #: RFQ #20-17-PC

Vendor Search Locations	Start Date	Findings	Completed
Convicted Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Suspended Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Federal Excluded Parties List	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Broward County Criminal Courts	2/24/20	1/4/17 Traffic Infraction - Disposed	☒ Yes ☐ No ☐ N/A
Miami-Dade County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Palm Beach County Criminal Courts	2/24/20	1/8/15 Traffic Infraction - Closed	☒ Yes ☐ No ☐ N/A
Sunbiz	2/24/20	Steele-Shiba-Blaze LLC - Registered Agent, Joseph Pilato - Manager	☒ Yes ☐ No ☐ N/A
Florida Department of Business and Professional Regulations	2/24/20	Maintains Appropriate License. Expires 9/28/20	☒ Yes ☐ No ☐ N/A

Name of Reference	Start Date	Completed
Ferrari / Masserati	2/24/20	☒ Yes ☐ No ☐ N/A
Coastal Dist. dba East Coast Collision	2/24/20	☒ Yes ☐ No ☐ N/A
Monacco Motors	2/24/20	☒ Yes ☐ No ☐ N/A



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: East Coast Auto Glass Installers, LLC

Agency Name: Ferrari / Masserati

Agency Contact: William Maya

Contact E-mail: wmaya@ferrari.fl.com

Contact Phone #: 954-493-5000

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

Always on time with quality and consistent ant work. I would highly recommend their services.

(Please print – Person completing survey)

Reference Name: William Maya

Title: Service Manager

(Person completing survey)

Signature: William Maya

Date: February 11, 2020

Reference verified by City Employee: Sandra Francis Date: March 2, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: East Coast Auto Glass Installers, LLC

Agency Name: Coastal Dist. dba East Coast Collision

Agency Contact: Leane Larrabee

Contact E-mail: eastcoastcol@aol.com

Contact Phone #: 561-734-4164

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

All Staff of East Coast Auto Glass take great pride in their workmanship.

(Please print – Person completing survey)

Reference Name: Leane Larrabee

Title: Shop Manager

(Person completing survey)

Signature: Leane Larrabee

Date: February 6, 2020

Reference verified by City Employee: Sandra Francis Date: March 2, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: East Coast Auto Glass Installers, LLC

Agency Name: Monacco Motors

Agency Contact: Ahned Ghanan

Contact E-mail: aghanan@monaccomotors.com

Contact Phone #: 954-420-0333

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

East Coast Auto Glass Installers has always provided consistent and quality work. I would highly recommend their services.

(Please print – Person completing survey)

Reference Name: Ahned Ghanan

Title: Senior Global Vehicle Technician

(Person completing survey)

Signature: Ahned Ghanan

Date: January 31, 2020

Reference verified by City Employee: Sandra Francis Date: March 4, 2020

COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

Prepared By: Paul Collette, Buyer

Proposer's Name: Jobbers Equipment Warehouse, Inc.

Project Fleet Maintenance and Repair Services

Project #: RFQ #20-17-PC

Vendor Search Locations	Start Date	Findings	Completed
Convicted Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Suspended Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Federal Excluded Parties List	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Broward County Criminal Courts	2/24/20	27/8/11 Small Claims \$500 - \$2,500 - Disposed	☒ Yes ☐ No ☐ N/A
Miami-Dade County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Palm Beach County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Sunbiz	2/24/20	Maria J. Ahearn - Registered Agent, V.P., CFO, Treasurer; Ronald M. Ahearn - President	☒ Yes ☐ No ☐ N/A
Florida Department of Business and Professional Regulations	2/24/20	Maintains Appropriate License. Expires 8/31/20	☒ Yes ☐ No ☐ N/A

Name of Reference	Start Date	Completed
City of Miami	2/24/20	☒ Yes ☐ No ☐ N/A
Florida Department of Transportation	2/24/20	☒ Yes ☐ No ☐ N/A
Miami Dade County	2/24/20	☒ Yes ☐ No ☐ N/A



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Jobbers Equipment Warehouse, Inc.

Agency Name: City of Miami

Agency Contact: John F. Babos

Contact E-mail: jbabos@miamigov.com

Contact Phone #: 305-329-4874

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 2
2. Rate the competency and accessibility of the personnel performing the work. 2
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 2
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 2
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 2
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 2
7. Rate the accuracy, completeness and proper documentation of invoices. 2
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 2
9. Rate the level of comfort and confidence you had in the contractor during the project. 2
10. Rate the overall performance of the Contractor. 2

Additional comments: None

(Please print – Person completing survey)

Reference Name: John F. Babos, Jr.

Title: Fleet Superintendent

(Person completing survey)

Signature: John F. Babos

Date: February 10, 2020

Reference verified by City Employee: Sandra Francis Date: March 3, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Jobbers Equipment Warehouse, Inc.

Agency Name: Florida Department of Transportation

Agency Contact: Wendy Gaynair

Contact E-mail: wendy.gaynair@dot.state.fl.us

Contact Phone #: 305-640-7253

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 2
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

I have been doing business with Jobbers Equipment Warehouse for twelve years. They are prompt, courteous, honest and reliable. They have the knowledge to repair and maintain our equipment.

(Please print – Person completing survey)

^{1.}
Reference Name: Wendy Gaynair

Title: Auto Shop Purchasing Agent

(Person completing survey)

Signature: Wendy Gaynair

Date: February 6, 2020

Reference verified by City Employee: Sandra Francis Date: March 3, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Jobbers Equipment Warehouse, Inc.

Agency Name: Miami Dade County

Agency Contact: Robert Baker

Contact E-mail: rw baker@miamidade.gov

Contact Phone #: 305-273-4127

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 4
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments: None

(Please print – Person completing survey)

Reference Name: Robert Baker

Title: Facility Supervisor

(Person completing survey)

Signature: Robert Baker

Date: February 7, 2020

Reference verified by City Employee: Sandra Francis Date: March 3, 2020

COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

Prepared By: Paul Collette, Buyer

Proposer's Name: National Collision & Truck Center, Inc.

Project Fleet Maintenance and Repair Services

Project #: RFQ #20-17-PC

Vendor Search Locations	Start Date	Findings	Completed
Convicted Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Suspended Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Federal Excluded Parties List	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Broward County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Miami-Dade County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Palm Beach County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Sunbiz	2/24/20	Curt Pafford - Registered Agent, V.P., Treasurer, Secretary; Richard Williams - President	☒ Yes ☐ No ☐ N/A
Florida Department of Business and Professional Regulations	2/24/20	Maintains Appropriate License. Expires 1/31/22	☒ Yes ☐ No ☐ N/A

Name of Reference	Start Date	Completed
First Vehicle Services for City of Sunrise	2/24/20	☒ Yes ☐ No ☐ N/A
First Vehicle Services for City of Fort Lauderdale	2/24/20	☒ Yes ☐ No ☐ N/A
Penske	2/24/20	☒ Yes ☐ No ☐ N/A



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: National Collision & Truck Center, Inc.
Agency Name: First Vehicle Services for City of Sunrise
Agency Contact: Michael Singh
Contact E-mail: Michael.singh@firstgroup.com
Contact Phone #: 954-577-1146

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

Great customer service and communication. Limited downtime, quick turnaround and quality work.

(Please print – Person completing survey)

Reference Name: Michael Singh

Title: Operations Manager

(Person completing survey)

Signature: Michael Singh

Date: February 11, 2020

Reference verified by City Employee: Sandra Francis Date: March 3, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: National Collision & Truck Center, Inc.

Agency Name: First Vehicle Services for City of Fort Lauderdale

Agency Contact: Edgar Seepersand

Contact E-mail: bunnyseep@gmail.com

Contact Phone #: 954-828-5935

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 2
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

National Collision service is excellent.

(Please print – Person completing survey)

Reference Name: Edgar Seepersand

Title: Supervisor

(Person completing survey)

Signature: Edgar Seepersand

Date: February 13, 2020

Reference verified by City Employee: Sandra Francis **Date:** March 3, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: National Collision & Truck Center, Inc.

Agency Name: Penske

Agency Contact: Jeff McLeod

Contact E-mail: Jeffrey.mcleod@penske.com

Contact Phone #: 954-463-7277

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

Richard and his team communicate very well. They handle all units in a timely manner and they are repaired correctly.

(Please print – Person completing survey)

Reference Name: Jeff McLeod

Title: DMS

(Person completing survey)

Signature: Jeff McLeod

Date: February 11, 2020

Reference verified by City Employee: Sandra Francis Date: March 3, 2020

COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

Prepared By: Paul Collette, Buyer

Proposer's Name: Truck Masters, Inc.

Project Fleet Maintenance and Repair Services

Project #: RFQ #20-17-PC

Vendor Search Locations	Start Date	Findings	Completed
Convicted Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Suspended Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Federal Excluded Parties List	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Broward County Criminal Courts	2/24/20	3/31/16 Traffic Infraction - Disposed; CC Damages > \$5,000 - \$15,000 Dismissed	☒ Yes ☐ No ☐ N/A
Miami-Dade County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Palm Beach County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Sunbiz	2/24/20	Mariano Bautista, Jr.-Registered Agent, President; Adrian J. Bautista - V.P.; Alicia Bautista - Secretary	☒ Yes ☐ No ☐ N/A
Florida Department of Business and Professional Regulations	2/24/20	Maintains Appropriate License. Expires 12/28/21	☒ Yes ☐ No ☐ N/A

Name of Reference	Start Date	Completed
Republic Services	2/24/20	☒ Yes ☐ No ☐ N/A
A1A Atlantic Moving & Storage Company	2/24/20	☒ Yes ☐ No ☐ N/A
H & H Liquid Sludge Disposal, Inc.	2/24/20	☒ Yes ☐ No ☐ N/A



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Truck Masters, Inc.
Agency Name: Republic Services
Agency Contact: Tim Martin
Contact E-mail: tmartin5@republicservices.com
Contact Phone #: 954-497-3682

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments: None

(Please print – Person completing survey)

Reference Name: Tim Martin

Title: Maintenance Manager

(Person completing survey)

Signature: Tim Martin

Date: February 11, 2020

Reference verified by City Employee: Sandra Francis Date: March 3, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Truck Masters, Inc.
Agency Name: A1A Atlantic Moving & Storage Company
Agency Contact: Robert Kiefhaber
Contact E-mail: rkiefhaber@aol.com
Contact Phone #: 954-581-1711

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

We have been using Truck Masters for over twenty years. They are competent and stand behind their work.

(Please print – Person completing survey)

Reference Name: Robert Kiefhaber

Title: Owner / Secretary / Treasurer

(Person completing survey)

Signature: Robert Kiefhaber

Date: February 12, 2020

Reference verified by City Employee: Sandra Francis Date: March 3, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Truck Masters, Inc.

Agency Name: H & H Liquid Sludge Disposal, Inc.

Agency Contact: Steve Hacht

Contact E-mail: shacht@hhlsd.com

Contact Phone #: 800-653-0386

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

Truck Masters has been performing repair services for H & H Liquid Sludge Disposal, Inc. on a weekly basis for more than twenty years. Truck Masters provides quality service at competitive pricing.

(Please print – Person completing survey)

Reference Name: Michael Hansen

Title: Senior Global Vehicle Technician

(Person completing survey)

Signature: Michael Hansen

Date: February 11, 2020

Reference verified by City Employee: Sandra Francis Date: March 3, 2020

COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

Prepared By: Paul Collette, Buyer

Proposer's Name: Wastebuilt Environmental Solutions, Inc.

Project Fleet Maintenance and Repair Services

Project #: RFQ #20-17-PC

Vendor Search Locations	Start Date	Findings	Completed
Convicted Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Suspended Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Federal Excluded Parties List	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Broward County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Miami-Dade County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Palm Beach County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Sunbiz	2/24/20	CT Corp. System.-Registered Agent, John Dyson - Mgr.; Alan Rivera - Mgr.; John Powers - Mgr.; Edward Carroll - Mgr.	☒ Yes ☐ No ☐ N/A
Florida Department of Business and Professional Regulations	2/24/20	Maintains Appropriate License. Expires 12/28/21	☒ Yes ☐ No ☐ N/A

Name of Reference	Start Date	Completed
Atlantic Coast Waste and Recycling	2/24/20	☒ Yes ☐ No ☐ N/A
Miami Dade County Fleet Management	2/24/20	☒ Yes ☐ No ☐ N/A
Gold Medal Services of Florida	2/24/20	☒ Yes ☐ No ☐ N/A



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Wastebuilt Environmental Solutions, Inc.

Agency Name: Atlantic Coast Waste and Recycling

Agency Contact: Dan Shaw

Contact E-mail: dan.atlanticcoast@yahoo.com

Contact Phone #: 954-797-9974

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments:

My tarp system was installed in a professional and timely manner. Wastebuilt offered great service and pricing.

(Please print – Person completing survey)

Reference Name: Dan Shaw

Title: President

(Person completing survey)

Signature: Dan Shaw

Date: February 19, 2020

Reference verified by City Employee: Sandra Francis Date: March 3, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Wastebuilt Environmental Solutions, Inc.

Agency Name: Miami Dade County Fleet Management

Agency Contact: Andy Puig

Contact E-mail: andy.puig@miamidade.gov

Contact Phone #: 305-652-0764

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 2
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 4
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 2
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments: None

(Please print – Person completing survey)

Reference Name: Andy Puig

Title: Facility Supervisor

(Person completing survey)

Signature: Andy Puig

Date: March 11, 2020

Reference verified by City Employee: Sandra Francis Date: March 17, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Wastebuilt Environmental Solutions, Inc.

Agency Name: Gold Medal Services of Florida

Agency Contact: Chrissy Miller

Contact E-mail: cmiller@goldmedalfl.com

Contact Phone #: 954-908-8798

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments: None

(Please print – Person completing survey)

Reference Name: Chrissy Miller

Title: Manager

(Person completing survey)

Signature: Chrissy Miller

Date: March 14, 2020

Reference verified by City Employee: Sandra Francis Date: March 17, 2020

COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

Prepared By: Paul Collette, Buyer

Proposer's Name: Motions Industries, Inc. dba Hydraulic Supply Company

Project Fleet Maintenance and Repair Services

Project #: RFQ #20-17-PC

	Start Date		
Convicted Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Suspended Vendor List	2/24/20	Not on List, updated 12/10/19	☒ Yes ☐ No ☐ N/A
Federal Excluded Parties List	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Broward County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Miami-Dade County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Palm Beach County Criminal Courts	2/24/20	Not on List	☒ Yes ☐ No ☐ N/A
Sunbiz	2/24/20	MCT Corporation System - Registered Agent, Randall P. Breaux - President; Gregory S. Cook - V.P., Secretary; Robert Swann - V.P.; Leland P. Cummins - V.P.; Michael D. Harper - Treasurer; Carol Yancey - Director; Paul D. Donahue - Director; Peter J. Brushaber - Comptroller	☒ Yes ☐ No ☐ N/A
Florida Department of Business and Professional Regulations	2/24/20	Maintains Appropriate License. Expires 12/31/20	☒ Yes ☐ No ☐ N/A

Name of Reference	Start Date	Completed
C-Systems and Services	2/24/20	☒ Yes ☐ No ☐ N/A
TNT Lifts	2/24/20	☒ Yes ☐ No ☐ N/A
Navlimplanti USA	2/24/20	☒ Yes ☐ No ☐ N/A



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Motion Industries, Inc. dba Hydraulic Supply Company
Agency Name: C-Systems and Services
Agency Contact: Patrick Brown
Contact E-mail: pbrown@csshydraulics.com
Contact Phone #: 954-772-1200

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments: None

(Please print – Person completing survey)

Reference Name: Patrick Brown

Title: Manager

(Person completing survey)

Signature: Patrick Brown

Date: February 11, 2020

Reference verified by City Employee: Sandra Francis Date: February 28, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Motion Industries, Inc. dba Hydraulic Supply Company

Agency Name: TNT Lifts

Agency Contact: Dennis Clark

Contact E-mail: dclark7235@aol.com

Contact Phone #: 954-531-8083

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments: My contact Lee at Hydraulic Supply Company is exceptional and usually has all the answers on the rare occasion he does not, he finds it out for me.

(Please print – Person completing survey)

Reference Name: Dennis Clark

Title: Operations Manager

(Person completing survey)

Signature: Dennis Clark

Date: February 11, 2020

Reference verified by City Employee: Sandra Francis Date: February 28, 2020



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Fleet Maintenance and Repair Services RFQ #20-17-PC

Reference For: Motion Industries, Inc. dba Hydraulic Supply Company

Agency Name: Navlimplanti USA

Agency Contact: Megan Corrigan

Contact E-mail: mcorrigan@navim.com

Contact Phone #: 954-585-7041

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: **1 Poor** **2 Good** **3 Exceptional** **4 Not Applicable**

1. Rate the level of commitment of the Contractor when performing the services. 3
2. Rate the competency and accessibility of the personnel performing the services. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to complete repairs on a timely manner and to meet pre-scheduled or promised deadlines. 3
7. Rate the accuracy, completeness and proper documentation of invoices. 3
8. Rate the completion, satisfaction and quality of work performed by the Contractor. 3
9. Rate the level of comfort and confidence you had in the contractor during the project. 3
10. Rate the overall performance of the Contractor. 3

Additional comments: None

(Please print – Person completing survey)

Reference Name: Megan Corrigan

Title: Manager

(Person completing survey)

Signature: Megan Corrigan

Date: February 11, 2020

Reference verified by City Employee: Sandra Francis Date: February 28, 2020



20-17-PC Addendum 2 A1 Truck & RV Center, LLC Supplier Response

Event Information

Number: 20-17-PC Addendum 2
Title: Fleet Maintenance and Repair Services
Type: Request for Qualifications
Issue Date: 1/24/2020
Deadline: 2/20/2020 02:00 PM (ET)
Notes: The City of Deerfield Beach invites qualified vendors to submit statements of qualification to provide Fleet Maintenance and Repair Services, in accordance with the terms and conditions and scope of services within this solicitation.

Contact Information

Contact: Paul Collette, Buyer

Address: Purchasing & Contract Admin. Division
A
2nd
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

A1 Truck & RV Center, LLC Information

Contact: Brittany Bonadio
Address: 1982 NW 44th St
Pompano Beach, FL 33064
Phone: (954) 974-4479 x1005
Email: bbonadio@a1bodyandglass.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Robert Jimenez

Signature

Submitted at 2/19/2020 1:29:30 PM

bbonadio@a1bodyandglass.com

Email

Requested Attachments

Experience and Qualifications

Experience and Qualifications.pdf

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required. Shall have a minimum of two (2) years experience under its current business name.

Firm's History and Past Performance of Similar Projects

Similar Projects.pdf

Offeror shall identify three (3) projects within a minimum of three (3) years where the Offeror has provided similar products and services as requested in this solicitation. Provide the following information for each project: 1. name and location of the project, name of the owner, year performed and the total dollar amount of the project. 2. A description of the project. 3. A reference, including a contact name, addresses, phone numbers and e-mail addresses. This reference should be the staff member who was in charge of the project.

Proof of Insurability

A1BODY199997 (13).pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications

Licenses.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Business Tax Receipt

Business Tax Receipts.pdf

Submit a copy of your firm's business tax receipt for the principal place of business regardless of location.

Corporate Annual Report

Annual Report.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

W-9 Form

W-9.pdf

Submit a copy of your firm's W-9 Form.

Attachment A – Vendor Performance Reference Verification Survey Form

References.pdf

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Certified Business Entity (CBE) Certification

No response

Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.

Schedule of Participation from Disadvantage Business Entity(s)

No response

Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

Bid Attributes

1	Addendum 1 Addendum 1 is issued to make additions and deletions to the RFQ documents: under Attachments, Request for Qualifications Package, Section II - Evaluation Procedures, Item 1(b) Page 3; Section V - Insurance Requirements, Page 18 and 19; Section VI - Scope of Services, Item 3(a)(c)(d)(e) Page 21 and 22; Item 5, Page 22 (Words/Letters/Numbers - Struck Through are deleted and Words/Letters/Numbers - Bold and Underlined are added).
2	Addendum 2 Addendum 2 is issued to make additions to the RFQ documents: under Attachments, Request for Qualifications Package, Section VI - Scope of Services, Items 3(a)(c)(e)(f) Pages 21 and 22 (Words - Struck Through are deleted and Words/Letters - Bold and Underlined are added).
3	Drug-Free Workplace Programs Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section. Yes

4 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Vendor Indemnifies City

5 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

Non-Collusion Affirmed

6 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime 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 F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not on any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

Affirmed

7 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am a local vendor with no derogatory history

8 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a Disadvantaged Business Entity

9 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

10 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

11 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Robert Jimenez, President; Joseph Marciante, General Manager

12 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

13 Former Business Names

Under what other former names has your organization or principals holding at least 30% interest operated?

N/A

14 Years of Experience

How many years has your company been in business providing the products and services that are subject to this solicitation?

41

1
5**Attachment A – References & Vendor Performance Reference Verification Survey Form**

Offerors shall complete the Vendor Performance Reference Verification Survey Form shall be completed by your five references and provide it with your Response Attachments.

1
6**Licenses and Certifications**

I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.

1
7**Use of Subcontractors**

Will you be using any subcontractors?

1
8**List of Subcontractors**

If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.

1
9**Default and Non-Performance History**

Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.

2
0**Criminal Litigation History**

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

2
1**Conflicts of Interest**

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

2
2**Verification of Employment Status**

Offeror affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of: a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and; b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. The Offeror further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Successful Offeror shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Contract.



20-17-PC Addendum 2
AUTO TRONICS AUTO SERVICE INC
Supplier Response

Event Information

Number: 20-17-PC Addendum 2
Title: Fleet Maintenance and Repair Services
Type: Request for Qualifications
Issue Date: 1/24/2020
Deadline: 2/20/2020 02:00 PM (ET)
Notes: The City of Deerfield Beach invites qualified vendors to submit statements of qualification to provide Fleet Maintenance and Repair Services, in accordance with the terms and conditions and scope of services within this solicitation.

Contact Information

Contact: Paul Collette, Buyer

Address: Purchasing & Contract Admin. Division
A
2nd
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

AUTO TRONICS AUTO SERVICE INC Information

Contact: JEFF MARSHALL
Address: 55 SW 10TH ST
DEERFIELD BCH, FL 33441
Phone: (954) 427-8059
Fax: (954) 427-2132
Email: ATASJEFF@GMAIL.COM

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

JEFFREY S. MARSHALL

Signature

Submitted at 2/13/2020 9:59:06 AM

ATASJEFF@GMAIL.COM

Email

Requested Attachments

Experience and Qualifications

ASECERTSJJEFF&YURI.PDF

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required. Shall have a minimum of two (2) years experience under its current business name.

Firm's History and Past Performance of Similar Projects

ATASPROFILE.PDF

Offeror shall identify three (3) projects within a minimum of three (3) years where the Offeror has provided similar products and services as requested in this solicitation. Provide the following information for each project: 1. name and location of the project, name of the owner, year performed and the total dollar amount of the project. 2. A description of the project. 3. A reference, including a contact name, addresses, phone numbers and e-mail addresses. This reference should be the staff member who was in charge of the project.

Proof of Insurability

Certificate of Insurance for City of Deerfield Beach.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications

ATASLICENSES.PDF

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Business Tax Receipt

BUSINESSTAXRECEIPT2019-2020.PDF

Submit a copy of your firm's business tax receipt for the principal place of business regardless of location.

Corporate Annual Report

ANNUALREPORT2019.PDF

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

W-9 Form

ATASW9.PDF

Submit a copy of your firm's W-9 Form.

Attachment A – Vendor Performance Reference Verification Survey Form

ATASVENDORPERFORMANCE.PDF

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.

Ethics Code Disclosure

No response

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Certified Business Entity (CBE) Certification

No response

Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.

Schedule of Participation from Disadvantage Business Entity(s)

No response

Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

Bid Attributes

1 Addendum 1

Addendum 1 is issued to make additions and deletions to the RFQ documents: under Attachments, Request for Qualifications Package, Section II - Evaluation Procedures, Item 1(b) Page 3; Section V - Insurance Requirements, Page 18 and 19; Section VI - Scope of Services, Item 3(a)(c)(d)(e) Page 21 and 22; Item 5, Page 22 (Words/Letters/Numbers - Struck Through are deleted and Words/Letters/Numbers - Bold and Underlined are added).

2 Addendum 2

Addendum 2 is issued to make additions to the RFQ documents: under Attachments, Request for Qualifications Package, Section VI - Scope of Services, Items 3(a)(c)(e)(f) Pages 21 and 22 (Words - Struck Through are deleted and Words/Letters - Bold and Underlined are added).

3 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

No

4 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Vendor Indemnifies City

5 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

Non-Collusion Affirmed

6 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime 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 F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not on any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

Affirmed

7 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am a local vendor with no derogatory history

8 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a Disadvantaged Business Entity

9 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

10 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

11 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Jeffrey Marshall, President. Cheryl Marshall, Vice President

12 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

13 Former Business Names

Under what other former names has your organization or principals holding at least 30% interest operated?

Palm Beach Auto Tronics, Inc There was a name change in 1986

14 Years of Experience

How many years has your company been in business providing the products and services that are subject to this solicitation?

37

1
5**Attachment A – References & Vendor Performance Reference Verification Survey Form**

Offerors shall complete the Vendor Performance Reference Verification Survey Form shall be completed by your five references and provide it with your Response Attachments.

1
6**Licenses and Certifications**

I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.

1
7**Use of Subcontractors**

Will you be using any subcontractors?

1
8**List of Subcontractors**

If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.

1
9**Default and Non-Performance History**

Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.

2
0**Criminal Litigation History**

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

2
1**Conflicts of Interest**

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

2
2**Verification of Employment Status**

Offeror affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of: a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and; b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. The Offeror further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Successful Offeror shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Contract.



20-17-PC Addendum 2 Brinks Auto Body Supplier Response

Event Information

Number: 20-17-PC Addendum 2
Title: Fleet Maintenance and Repair Services
Type: Request for Qualifications
Issue Date: 1/24/2020
Deadline: 2/20/2020 02:00 PM (ET)
Notes: The City of Deerfield Beach invites qualified vendors to submit statements of qualification to provide Fleet Maintenance and Repair Services, in accordance with the terms and conditions and scope of services within this solicitation.

Contact Information

Contact: Paul Collette, Buyer

Address: Purchasing & Contract Admin. Division
A
2nd
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

Brinks Auto Body Information

Contact: Michelle Schaffne
Address: 101 nw 3rd street
BOCA RATON, FL 33432
Phone: (561) 395-8170
Fax: (561) 393-6358
Email: Service@Brinksautobody.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Michelle Schaffner
Signature

service@brinksautobody.com
Email

Submitted at 2/12/2020 2:14:44 PM

Requested Attachments

Experience and Qualifications

Brinks Profile for city of deerfield.doc

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required. Shall have a minimum of two (2) years experience under its current business name.

Firm's History and Past Performance of Similar Projects

references.docx

Offeror shall identify three (3) projects within a minimum of three (3) years where the Offeror has provided similar products and services as requested in this solicitation. Provide the following information for each project: 1. name and location of the project, name of the owner, year performed and the total dollar amount of the project. 2. A description of the project. 3. A reference, including a contact name, addresses, phone numbers and e-mail addresses. This reference should be the staff member who was in charge of the project.

Proof of Insurability

cob 2019 garage lib ins.jpg

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications

certificates.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Business Tax Receipt

liceneses.pdf

Submit a copy of your firm's business tax receipt for the principal place of business regardless of location.

Corporate Annual Report

annual report.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

W-9 Form

W9.pdf

Submit a copy of your firms W-9 Form.

Attachment A – Vendor Performance Reference Verification Survey Form

vender references.pdf

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.

Ethics Code Disclosure

No response

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Certified Business Entity (CBE) Certification

No response

Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.

Schedule of Participation from Disadvantage Business Entity(s)

No response

Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

Bid Attributes

1 Addendum 1

Addendum 1 is issued to make additions and deletions to the RFQ documents: under Attachments, Request for Qualifications Package, Section II - Evaluation Procedures, Item 1(b) Page 3; Section V - Insurance Requirements, Page 18 and 19; Section VI - Scope of Services, Item 3(a)(c)(d)(e) Page 21 and 22; Item 5, Page 22 (Words/Letters/Numbers - Struck Through are deleted and Words/Letters/Numbers - Bold and Underlined are added).

2 Addendum 2

Addendum 2 is issued to make additions to the RFQ documents: under Attachments, Request for Qualifications Package, Section VI - Scope of Services, Items 3(a)(c)(e)(f) Pages 21 and 22 (Words - Struck Through are deleted and Words/Letters - Bold and Underlined are added).

3 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Yes

4 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

☐ Vendor Indemnifies City

5 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

☐ Non-Collusion Affirmed

6 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime 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 F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not on any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

☐ Affirmed

7 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

☐ I am not a local vendor.

8 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a Disadvantaged Business Entity

9 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

10 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

11 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Reynard J Schaffner Jr. President

12 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

13 Former Business Names

Under what other former names has your organization or principals holding at least 30% interest operated?

N/A

14 Years of Experience

How many years has your company been in business providing the products and services that are subject to this solicitation?

28

1
5**Attachment A – References & Vendor Performance Reference Verification Survey Form**

Offerors shall complete the Vendor Performance Reference Verification Survey Form shall be completed by your five references and provide it with your Response Attachments.

1
6**Licenses and Certifications**

I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.

1
7**Use of Subcontractors**

Will you be using any subcontractors?

1
8**List of Subcontractors**

If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.

BOCA'S BEST EUROPEAN AND DOMESTIC AUTO REPAIR INC 5% (Not a CBE)
Mavis Tire, Alignments (Not a CBE)
Boca Car wash, Detailing (Not a CBE)
Demia Professional Auto Glass, Glass Replacement (Not a CBE)
Vtech, (not a CBE)

1
9**Default and Non-Performance History**

Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.

2
0**Criminal Litigation History**

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

2
1**Conflicts of Interest**

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

Verification of Employment Status

Offeror affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of: a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and; b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. The Offeror further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Successful Offeror shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Contract.

Complies with E-Verify Requirement



20-17-PC Addendum 2 EAST COAST AUTO GLASS Supplier Response

Event Information

Number: 20-17-PC Addendum 2
Title: Fleet Maintenance and Repair Services
Type: Request for Qualifications
Issue Date: 1/24/2020
Deadline: 2/20/2020 02:00 PM (ET)
Notes: The City of Deerfield Beach invites qualified vendors to submit statements of qualification to provide Fleet Maintenance and Repair Services, in accordance with the terms and conditions and scope of services within this solicitation.

Contact Information

Contact: Paul Collette, Buyer

Address: Purchasing & Contract Admin. Division
A
2nd
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

EAST COAST AUTO GLASS Information

Contact: MARIO PILATO
Address: 1138 SW 1ST WAY
DEERFIELD BEACH, FL 33441
Phone: (954) 570-8775
Email: INFO@EASTCOASTAUTOGLASS.NET

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

mario pilato

Signature

Submitted at 2/20/2020 10:50:19 AM

INFO@EASTCOASTAUTOGLASS.NET

Email

Requested Attachments

Experience and Qualifications

MARIO_PILATO_Resume.pdf

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required. Shall have a minimum of two (2) years experience under its current business name.

Firm's History and Past Performance of Similar Projects

REFERENCE.pdf

Offeror shall identify three (3) projects within a minimum of three (3) years where the Offeror has provided similar products and services as requested in this solicitation. Provide the following information for each project: 1. name and location of the project, name of the owner, year performed and the total dollar amount of the project. 2. A description of the project. 3. A reference, including a contact name, addresses, phone numbers and e-mail addresses. This reference should be the staff member who was in charge of the project.

Proof of Insurability

ins cert.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications

BUS CERT FINAL.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Business Tax Receipt

TAX ID ECAG.pdf

Submit a copy of your firm's business tax receipt for the principal place of business regardless of location.

Corporate Annual Report

ANNUAL.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

W-9 Form

W-9 FOR DEERFIELD .pdf

Submit a copy of your firm's W-9 Form.

Attachment A – Vendor Performance Reference Verification Survey Form

REF 2.pdf

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.

Ethics Code Disclosure

No response

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Certified Business Entity (CBE) Certification

No response

Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.

Schedule of Participation from Disadvantage Business Entity(s)

No response

Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

Bid Attributes

1 Addendum 1

Addendum 1 is issued to make additions and deletions to the RFQ documents: under Attachments, Request for Qualifications Package, Section II - Evaluation Procedures, Item 1(b) Page 3; Section V - Insurance Requirements, Page 18 and 19; Section VI - Scope of Services, Item 3(a)(c)(d)(e) Page 21 and 22; Item 5, Page 22 (Words/Letters/Numbers - Struck Through are deleted and Words/Letters/Numbers - Bold and Underlined are added).

2 Addendum 2

Addendum 2 is issued to make additions to the RFQ documents: under Attachments, Request for Qualifications Package, Section VI - Scope of Services, Items 3(a)(c)(e)(f) Pages 21 and 22 (Words - Struck Through are deleted and Words/Letters - Bold and Underlined are added).

3 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Yes

4 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Vendor Indemnifies City

5 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affirmed

6 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime 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 F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not on any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

Affirmed

7 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am a local vendor with no derogatory history

8 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a Disadvantaged Business Entity

9 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

10 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

11 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

n/a

12 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

13 Former Business Names

Under what other former names has your organization or principals holding at least 30% interest operated?

n/a

14 Years of Experience

How many years has your company been in business providing the products and services that are subject to this solicitation?

30

1
5**Attachment A – References & Vendor Performance Reference Verification Survey Form**

Offerors shall complete the Vendor Performance Reference Verification Survey Form shall be completed by your five references and provide it with your Response Attachments.

1
6**Licenses and Certifications**

I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.

1
7**Use of Subcontractors**

Will you be using any subcontractors?

1
8**List of Subcontractors**

If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.

1
9**Default and Non-Performance History**

Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.

2
0**Criminal Litigation History**

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

2
1**Conflicts of Interest**

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

2
2**Verification of Employment Status**

Offeror affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of: a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and; b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. The Offeror further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Successful Offeror shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Contract.



20-17-PC Addendum 2 Hydraulic Supply Co Supplier Response

Event Information

Number: 20-17-PC Addendum 2
Title: Fleet Maintenance and Repair Services
Type: Request for Qualifications
Issue Date: 1/24/2020
Deadline: 2/20/2020 02:00 PM (ET)
Notes: The City of Deerfield Beach invites qualified vendors to submit statements of qualification to provide Fleet Maintenance and Repair Services, in accordance with the terms and conditions and scope of services within this solicitation.

Contact Information

Contact: Paul Collette, Buyer

Address: Purchasing & Contract Admin. Division
A
2nd
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

Hydraulic Supply Co Information

Contact: Gold Team
Address: 300 International Parkway
Sunrise, FL 33325
Phone: (800) 507-9651
Fax: (954) 845-9113
Email: sales@hydraulic-supply.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Lee Kuechenmeister
Signature

lk@hydraulic-supply.com
Email

Submitted at 2/12/2020 7:36:32 AM

Requested Attachments

Experience and Qualifications

HSC key personal.pdf

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required. Shall have a minimum of two (2) years experience under its current business name.

Firm's History and Past Performance of Similar Projects

HSC references.pdf

Offeror shall identify three (3) projects within a minimum of three (3) years where the Offeror has provided similar products and services as requested in this solicitation. Provide the following information for each project: 1. name and location of the project, name of the owner, year performed and the total dollar amount of the project. 2. A description of the project. 3. A reference, including a contact name, addresses, phone numbers and e-mail addresses. This reference should be the staff member who was in charge of the project.

Proof of Insurability

Insurance Proof - Motion 2019-2020.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications

Business Tax_Broward County Local 2019-2020.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Business Tax Receipt

Business TAX Receipt 10-1-19 thru 9-30-2020 - DCS.pdf

Submit a copy of your firm's business tax receipt for the principal place of business regardless of location.

Corporate Annual Report

GPC 2018 Annual Report.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

W-9 Form

W9 2020 Motion HSC.pdf

Submit a copy of your firms W-9 Form.

**Attachment A –
Vendor
Performance
Reference
Verification Survey
Form**

City of Deerfield Beach RFQ 20-17-PC vendor performance survey for Hydraulic Supply Co.pdf

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.

Ethics Code Disclosure

City of Deerfield Beach, Ethics Code Disclosure.docx

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Certified Business Entity (CBE) Certification

City of Deerfield Beach, CBE statement.docx

Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.

Schedule of Participation from Disadvantaged Business Entity(s)

City of Deerfield Beach, Statement of DBE CBE or SBE.docx

Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

Bid Attributes

1 Addendum 1

Addendum 1 is issued to make additions and deletions to the RFQ documents: under Attachments, Request for Qualifications Package, Section II - Evaluation Procedures, Item 1(b) Page 3; Section V - Insurance Requirements, Page 18 and 19; Section VI - Scope of Services, Item 3(a)(c)(d)(e) Page 21 and 22; Item 5, Page 22 (Words/Letters/Numbers - Struck Through are deleted and Words/Letters/Numbers - Bold and Underlined are added).

2 Addendum 2

Addendum 2 is issued to make additions to the RFQ documents: under Attachments, Request for Qualifications Package, Section VI - Scope of Services, Items 3(a)(c)(e)(f) Pages 21 and 22 (Words - Struck Through are deleted and Words/Letters - Bold and Underlined are added).

3 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Yes

4 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Vendor Indemnifies City

5 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

Non-Collusion Affirmed

6 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime 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 F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICE S: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

7 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

8 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

9 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

10 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

1 1	Individuals with legal authority to contract In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.	
	<input about="" executive-team"="" https:="" style="width: 90%;" type="text" value="President John Serra, Hydraulic Supply Co see: https://www.hydraulic-supply.com/about/executive-team	
1 2	Compliance with Florida Factitious Name Statute If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.	
1 3	Former Business Names Under what other former names has your organization or principals holding at least 30% interest operated?	
	<input center;="" style="width: 90%;" text-align:="" top;"="" type="text" value="Aerp Hardware & Supply Inc dba Hydraulic Supply Co. </td> </tr> <tr> <td style=" vertical-align:=""/> 1 4	Years of Experience How many years has your company been in business providing the products and services that are subject to this solicitation?
	73	
1 5	Attachment A – References & Vendor Performance Reference Verification Survey Form Offerors shall complete the Vendor Performance Reference Verification Survey Form shall be completed by your five references and provide it with your Response Attachments.	
	Provided	
1 6	Licenses and Certifications I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.	
	Yes	
1 7	Use of Subcontractors Will you be using any subcontractors?	
	No	
1 8	List of Subcontractors If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.	
	n/a	
1 9	Default and Non-Performance History Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.	
	no	

20

Criminal Litigation History

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

n/a

21

Conflicts of Interest

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

n/a

22

Verification of Employment Status

Offeror affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of: a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and; b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. The Offeror further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Successful Offeror shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Contract.

Complies with E-Verify Requirement



20-17-PC Addendum 2

JOBBER'S EQUIPMENT WAREHOUSE INC

Supplier Response

Event Information

Number: 20-17-PC Addendum 2
Title: Fleet Maintenance and Repair Services
Type: Request for Qualifications
Issue Date: 1/24/2020
Deadline: 2/20/2020 02:00 PM (ET)
Notes: The City of Deerfield Beach invites qualified vendors to submit statements of qualification to provide Fleet Maintenance and Repair Services, in accordance with the terms and conditions and scope of services within this solicitation.

Contact Information

Contact: Paul Collette, Buyer

Address: Purchasing & Contract Admin. Division
A
2nd
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

JOBBER'S EQUIPMENT WAREHOUSE INC Information

Contact: RON AHEARN
Address: 5440 NW 78TH AVE
MIAMI, FL 33166
Phone: (305) 592-8730
Fax: (305) 592-6571
Toll Free: (800) 274-8730
Email: sales@jobbersmiami.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

MARIA J AHEARN

Signature

Submitted at 2/10/2020 2:22:37 PM

SUPPORT@JOBBERSMIAMI.COM

Email

Requested Attachments

Experience and Qualifications

Experience and Qualifications.pdf

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required. Shall have a minimum of two (2) years experience under its current business name.

Firm's History and Past Performance of Similar Projects

Firm;s History Similar Projects.pdf

Offeror shall identify three (3) projects within a minimum of three (3) years where the Offeror has provided similar products and services as requested in this solicitation. Provide the following information for each project: 1. name and location of the project, name of the owner, year performed and the total dollar amount of the project. 2. A description of the project. 3. A reference, including a contact name, addresses, phone numbers and e-mail addresses. This reference should be the staff member who was in charge of the project.

Proof of Insurability

Insurance requirements.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications

Licenses and Certifications.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Business Tax Receipt

Business Tax Receipt.pdf

Submit a copy of your firm's business tax receipt for the principal place of business regardless of location.

Corporate Annual Report

Sunbiz Corporate Annual Report.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

W-9 Form

W-9.pdf

Submit a copy of your firm's W-9 Form.

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.

Ethics Code Disclosure

No response

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company); b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable; c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Certified Business Entity (CBE) Certification

No response

Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.

Schedule of Participation from Disadvantage Business Entity(s)

No response

Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

Bid Attributes

1 Addendum 1

Addendum 1 is issued to make additions and deletions to the RFQ documents: under Attachments, Request for Qualifications Package, Section II - Evaluation Procedures, Item 1(b) Page 3; Section V - Insurance Requirements, Page 18 and 19; Section VI - Scope of Services, Item 3(a)(c)(d)(e) Page 21 and 22; Item 5, Page 22 (Words/Letters/Numbers - Struck Through are deleted and Words/Letters/Numbers - Bold and Underlined are added).

2 Addendum 2

Addendum 2 is issued to make additions to the RFQ documents: under Attachments, Request for Qualifications Package, Section VI - Scope of Services, Items 3(a)(c)(e)(f) Pages 21 and 22 (Words - Struck Through are deleted and Words/Letters - Bold and Underlined are added).

3 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Yes ☐

4 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

☐ Vendor Indemnifies City

5 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

☐ Non-Collusion Affirmed

6 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime 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 F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not on any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

☐ Affirmed

7 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

☐ I am not a local vendor.

8 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a Disadvantaged Business Entity

9 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

10 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

11 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

RONALD M. AHEARN/PRESIDENT , MARIA J. AHEARN/CFO

12 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

13 Former Business Names

Under what other former names has your organization or principals holding at least 30% interest operated?

NA

14 Years of Experience

How many years has your company been in business providing the products and services that are subject to this solicitation?

57

1
5**Attachment A – References & Vendor Performance Reference Verification Survey Form**

Offerors shall complete the Vendor Performance Reference Verification Survey Form shall be completed by your five references and provide it with your Response Attachments.

1
6**Licenses and Certifications**

I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.

1
7**Use of Subcontractors**

Will you be using any subcontractors?

1
8**List of Subcontractors**

If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.

1
9**Default and Non-Performance History**

Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.

2
0**Criminal Litigation History**

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

2
1**Conflicts of Interest**

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

2
2**Verification of Employment Status**

Offeror affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of: a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and; b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. The Offeror further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Successful Offeror shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Contract.



20-17-PC Addendum 2 NATIONAL COLLISION & TRUCK CENTER Supplier Response

Event Information

Number: 20-17-PC Addendum 2
Title: Fleet Maintenance and Repair Services
Type: Request for Qualifications
Issue Date: 1/24/2020
Deadline: 2/20/2020 02:00 PM (ET)
Notes: The City of Deerfield Beach invites qualified vendors to submit statements of qualification to provide Fleet Maintenance and Repair Services, in accordance with the terms and conditions and scope of services within this solicitation.

Contact Information

Contact: Paul Collette, Buyer

Address: Purchasing & Contract Admin. Division
A
2nd
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

NATIONAL COLLISION & TRUCK CENTER Information

Contact: RICHARD WILLIAMS
Address: 5425 N POWERLINE ROAD
FORT LAUDERDALE, FL 33309
Phone: (954) 615-1900
Fax: (954) 615-1901
Email: 5425NCL@GMAIL.COM

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Richard Williams
Signature

bodyshopteam@aol.com
Email

Submitted at 2/17/2020 3:06:20 PM

Supplier Note

We are not only a automobile collision shop. We specialize in heavy equipment, tractor trailers, and fabrication.

Requested Attachments

Experience and Qualifications

Experience and Qualifications.docx

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required. Shall have a minimum of two (2) years experience under its current business name.

Firm's History and Past Performance of Similar Projects

na.docx

Offeror shall identify three (3) projects within a minimum of three (3) years where the Offeror has provided similar products and services as requested in this solicitation. Provide the following information for each project: 1. name and location of the project, name of the owner, year performed and the total dollar amount of the project. 2. A description of the project. 3. A reference, including a contact name, addresses, phone numbers and e-mail addresses. This reference should be the staff member who was in charge of the project.

Proof of Insurability

Deerfield cert of liability.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications

lic&certs.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Business Tax Receipt

Nat local business tax receipt.pdf

Submit a copy of your firm's business tax receipt for the principal place of business regardless of location.

Corporate Annual Report

Nat annual report.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

Submit a copy of your firms W-9 Form.

Attachment A – Vendor Performance Reference Verification Survey Form

all surveys.pdf

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your firm (5) references and provide it with your Response Attachments.

Ethics Code Disclosure

na.docx

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Certified Business Entity (CBE) Certification

na.docx

Submit a copy of your firms CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.

Schedule of Participation from Disadvantage Business Entity(s)

na.docx

Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

Bid Attributes

1	Addendum 1 Addendum 1 is issued to make additions and deletions to the RFQ documents: under Attachments, Request for Qualifications Package, Section II - Evaluation Procedures, Item 1(b) Page 3; Section V - Insurance Requirements, Page 18 and 19; Section VI - Scope of Services, Item 3(a)(c)(d)(e) Page 21 and 22; Item 5, Page 22 (Words/Letters/Numbers - Struck Through are deleted and Words/Letters/Numbers - Bold and Underlined are added).
2	Addendum 2 Addendum 2 is issued to make additions to the RFQ documents: under Attachments, Request for Qualifications Package, Section VI - Scope of Services, Items 3(a)(c)(e)(f) Pages 21 and 22 (Words - Struck Through are deleted and Words/Letters - Bold and Underlined are added).

3 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Yes

4 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Vendor Indemnifies City

5 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

Non-Collusion Affirmed

6 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime 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 F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICE S: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

7 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

8 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

9 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

10 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

1 1	Individuals with legal authority to contract In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE. President Richard Williams Vice President Curt Pafford
1 2	Compliance with Florida Factitious Name Statute If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.
1 3	Former Business Names Under what other former names has your organization or principals holding at least 30% interest operated? Master Finish Collision Inc
1 4	Years of Experience How many years has your company been in business providing the products and services that are subject to this solicitation? 17
1 5	Attachment A – References & Vendor Performance Reference Verification Survey Form Offerors shall complete the Vendor Performance Reference Verification Survey Form shall be completed by your five references and provide it with your Response Attachments. Provided
1 6	Licenses and Certifications I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. Yes
1 7	Use of Subcontractors Will you be using any subcontractors? No
1 8	List of Subcontractors If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. n/a
1 9	Default and Non-Performance History Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details. No

20

Criminal Litigation History

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

21

Conflicts of Interest

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

22

Verification of Employment Status

Offeror affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of: a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and; b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. The Offeror further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Successful Offeror shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Contract.



20-17-PC Addendum 2 Truck Masters Supplier Response

Event Information

Number: 20-17-PC Addendum 2
Title: Fleet Maintenance and Repair Services
Type: Request for Qualifications
Issue Date: 1/24/2020
Deadline: 2/20/2020 02:00 PM (ET)
Notes: The City of Deerfield Beach invites qualified vendors to submit statements of qualification to provide Fleet Maintenance and Repair Services, in accordance with the terms and conditions and scope of services within this solicitation.

Contact Information

Contact: Paul Collette, Buyer

Address: Purchasing & Contract Admin. Division
A
2nd
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

Truck Masters Information

Contact: Adrian Bautista
Address: 710 NW 27th Ave
Fort Lauderdale, FL 33311-6639
Phone: (954) 327-1277
Fax: (954) 327-1940
Toll Free: (954) 327-1277
Email: adrian@truckmastersftl.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Adrian Bautista

Signature

Submitted at 2/17/2020 4:25:33 PM

adrian@truckmastersftl.com

Email

Requested Attachments

Experience and Qualifications

Experience and Qualifications.pdf

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required. Shall have a minimum of two (2) years experience under its current business name.

Firm's History and Past Performance of Similar Projects

History and Past Performance.pdf

Offeror shall identify three (3) projects within a minimum of three (3) years where the Offeror has provided similar products and services as requested in this solicitation. Provide the following information for each project: 1. name and location of the project, name of the owner, year performed and the total dollar amount of the project. 2. A description of the project. 3. A reference, including a contact name, addresses, phone numbers and e-mail addresses. This reference should be the staff member who was in charge of the project.

Proof of Insurability

COI0001.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications

Licenses and Certifications.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Business Tax Receipt

Business Tax Receipt.pdf

Submit a copy of your firm's business tax receipt for the principal place of business regardless of location.

Corporate Annual Report

Corporate Annual Report.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

W-9 Form

W-9.pdf

Submit a copy of your firm's W-9 Form.

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.

Ethics Code Disclosure

Ethics Code Disclosure.pdf

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company); b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable; c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Certified Business Entity (CBE) Certification

CBE.pdf

Submit a copy of your firm's CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.

Schedule of Participation from Disadvantage Business Entity(s)

Schedule of Participation from Disadvantage Business Entity(s).pdf

Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

Bid Attributes

1 Addendum 1

Addendum 1 is issued to make additions and deletions to the RFQ documents: under Attachments, Request for Qualifications Package, Section II - Evaluation Procedures, Item 1(b) Page 3; Section V - Insurance Requirements, Page 18 and 19; Section VI - Scope of Services, Item 3(a)(c)(d)(e) Page 21 and 22; Item 5, Page 22 (Words/Letters/Numbers - Struck Through are deleted and Words/Letters/Numbers - Bold and Underlined are added).

2 Addendum 2

Addendum 2 is issued to make additions to the RFQ documents: under Attachments, Request for Qualifications Package, Section VI - Scope of Services, Items 3(a)(c)(e)(f) Pages 21 and 22 (Words - Struck Through are deleted and Words/Letters - Bold and Underlined are added).

3 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

4 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

☐ Vendor Indemnifies City

5 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

☐ Non-Collusion Affirmed

6 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime 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 F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not on any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

☐ Affirmed

7 Local Vendor Affirmation

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

☐ I am not a local vendor.

8 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

I am not a Disadvantaged Business Entity

9 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

10 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

11 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Mariano Bautista - President , Adrian Bautista Vice-President Alicia Bautista Secretary

12 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

13 Former Business Names

Under what other former names has your organization or principals holding at least 30% interest operated?

N/A

14 Years of Experience

How many years has your company been in business providing the products and services that are subject to this solicitation?

25

1
5**Attachment A – References & Vendor Performance Reference Verification Survey Form**

Offerors shall complete the Vendor Performance Reference Verification Survey Form shall be completed by your five references and provide it with your Response Attachments.

1
6**Licenses and Certifications**

I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals.

1
7**Use of Subcontractors**

Will you be using any subcontractors?

1
8**List of Subcontractors**

If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program.

1
9**Default and Non-Performance History**

Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.

2
0**Criminal Litigation History**

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

2
1**Conflicts of Interest**

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

2
2**Verification of Employment Status**

Offeror affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of: a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and; b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. The Offeror further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Successful Offeror shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Contract.



20-17-PC Addendum 2

Wastebuilt Environmental Solutions LLC

Supplier Response

Event Information

Number: 20-17-PC Addendum 2
Title: Fleet Maintenance and Repair Services
Type: Request for Qualifications
Issue Date: 1/24/2020
Deadline: 2/20/2020 02:00 PM (ET)
Notes: The City of Deerfield Beach invites qualified vendors to submit statements of qualification to provide Fleet Maintenance and Repair Services, in accordance with the terms and conditions and scope of services within this solicitation.

Contact Information

Contact: Paul Collette, Buyer

Address: Purchasing & Contract Admin. Division
A
2nd
401 SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4418
Fax: (954) 480-4388
Email: pcollette@deerfield-beach.com

Wastebuilt Environmental Solutions LLC Information

Contact: Scott Netzer
Address: 1291 SW 27th Ave
Pompano Beach, FL 33069
Phone: (414) 881-1319
Email: Snetzer@wastebuilt.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Wastebuilt Environmental Solutions LLC

Signature

Submitted at 2/20/2020 11:54:48 AM

skaiser@wastebuilt.com

Email

Requested Attachments

Experience and Qualifications

Experience-qualifications.docx

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required. Shall have a minimum of two (2) years experience under its current business name.

Firm's History and Past Performance of Similar Projects

Projects.docx

Offeror shall identify three (3) projects within a minimum of three (3) years where the Offeror has provided similar products and services as requested in this solicitation. Provide the following information for each project: 1. name and location of the project, name of the owner, year performed and the total dollar amount of the project. 2. A description of the project. 3. A reference, including a contact name, addresses, phone numbers and e-mail addresses. This reference should be the staff member who was in charge of the project.

Proof of Insurability

City-of-Deerfield-B_Wastebuilt-Envi_19-20-GL-WC-A_2-17-2020_106559294.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in the Insurance Requirements. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications

Wastebuilt Resale Tax Certificate.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Business Tax Receipt

Wastebuilt Resale Tax Certificate.pdf

Submit a copy of your firm's business tax receipt for the principal place of business regardless of location.

Corporate Annual Report

Annual Report.pdf

Provide a copy of your most recent corporate annual report submitted to the Florida Division of Corporations (Sunbiz).

W-9 Form

WES W-9 2019 Signed (002).pdf

Submit a copy of your firm's W-9 Form.

Attachment A – Vendor Performance Reference Verification Survey Form

Verification Survey form-References.pdf

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Certified Business Entity (CBE) Certification

CBE.pdf

Submit a copy of your firms CBE Certification or your identified subcontractor's CBE Certification if claiming your firm is a CBE pursuant to the City's Disadvantaged Business Enterprise Program. Please reference Section III – General Terms and Conditions, Article 20.

Schedule of Participation from Disadvantage Business Entity(s)

CBE.pdf

Proposer shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

Response Attachments

Carroll Letter of delegated authority 02202020.pdf

Edward Carroll - letter of delegated authority

Bid Attributes

1	Addendum 1 Addendum 1 is issued to make additions and deletions to the RFQ documents: under Attachments, Request for Qualifications Package, Section II - Evaluation Procedures, Item 1(b) Page 3; Section V - Insurance Requirements, Page 18 and 19; Section VI - Scope of Services, Item 3(a)(c)(d)(e) Page 21 and 22; Item 5, Page 22 (Words/Letters/Numbers - Struck Through are deleted and Words/Letters/Numbers - Bold and Underlined are added).
2	Addendum 2 Addendum 2 is issued to make additions to the RFQ documents: under Attachments, Request for Qualifications Package, Section VI - Scope of Services, Items 3(a)(c)(e)(f) Pages 21 and 22 (Words - Struck Through are deleted and Words/Letters - Bold and Underlined are added).

3 Drug-Free Workplace Programs

Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section.

Yes

4 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Vendor Indemnifies City

5 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation; 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response; 3. Such response is genuine and is not a collusive or sham response; 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

Non-Collusion Affirmed

6 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime 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 F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICE S: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

☐ Affirmed**7 Local Vendor Affirmation**

1. Vendor affirms it has a principal place of business located within the City of Deerfield Beach for a period of at least one year prior to the date of the release of this solicitation as evidenced by a local business tax receipt. VENDOR SHALL ATTACH LOCAL BUSINESS TAX RECEIPT TO THE RESPONSE. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

☐ I am not a local vendor.**8 Certified Business Entity Affirmation**

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. If meeting the SDBE goal through the use of a subcontractors, Offeror must provide a detailed explanation of the type of work to be performed by those subcontractors and how the work equates to 50% or more of the work. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 20 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

☐ I am not a Disadvantaged Business Entity**9 Ethics Code Disclosure**

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

☐ At least one of the statements is applicable**10 Completing the Statements of Qualification**

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

1 1	Individuals with legal authority to contract In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business. IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE. Edward Carroll , Chief Executive Office
1 2	Compliance with Florida Factitious Name Statute If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.
1 3	Former Business Names Under what other former names has your organization or principals holding at least 30% interest operated? Wastebuilt SE
1 4	Years of Experience How many years has your company been in business providing the products and services that are subject to this solicitation? 5
1 5	Attachment A – References & Vendor Performance Reference Verification Survey Form Offerors shall complete the Vendor Performance Reference Verification Survey Form shall be completed by your five references and provide it with your Response Attachments. Provided
1 6	Licenses and Certifications I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. Yes
1 7	Use of Subcontractors Will you be using any subcontractors? No
1 8	List of Subcontractors If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform, what percentage of work they will perform, and if they are a CBE for the purposes of meeting the City's Disadvantaged Business Entity Program. No
1 9	Default and Non-Performance History Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details. No

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Criminal Litigation History

Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?

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Conflicts of Interest

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

22

Verification of Employment Status

Offeror affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of: a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and; b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. The Offeror further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Successful Offeror shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Contract.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet

File Number: I.D. 2020-339

Agenda Date: 4/7/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Agreement with Broward County to provide cost share support of a NatureScape Irrigation Service within the water utility service area and authorize Broward County to conduct specific technical activities as part of landscape irrigation system evaluations; authorizing execution of the Agreement with Broward County; and providing for an effective date. *(Funds from Account #001-7020-539-32-22 - Irrigation Services)*

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$5,500

Account Name: Irrigation Services

Account Number: 001-7020-539-32-22

Background/History

In 2015, Broward County (the "County") entered into an interlocal agreement with the City (the "2015 ILA") to share the costs of the County's NatureScape Irrigation Service ("NIS"). NIS is intended to conserve water by providing detailed site evaluations and recommendations for producing water savings and water quality improvements through modification in landscape and irrigation system design, maintenance, and operation. In addition to providing for cost-sharing, the County has established an optional Residential Irrigation Rebate Program ("RIR Program") through which the County will facilitate rebates to residents within participating NIS Partners' water service area.

Current Activity

The 2015 ILA between the City and County is set to terminate in 2020, and the City and County desire to enter into a new five-year cost sharing agreement.

Recommendation

Staff recommends City Commission approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AGREEMENT WITH BROWARD COUNTY TO PROVIDE COST SHARE SUPPORT OF A NATURESCAPE IRRIGATION SERVICE WITHIN THE WATER UTILITY SERVICE AREA AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES AS PART OF LANDSCAPE IRRIGATION SYSTEM EVALUATIONS; AUTHORIZING EXECUTION OF THE AGREEMENT WITH BROWARD COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in 2015, Broward County (the “County”) entered into an interlocal agreement with the City (the “2015 ILA”) to share the costs of the County’s NatureScape Irrigation Service (“NIS”); and

WHEREAS, NIS is intended to conserve water by providing detailed site evaluations and recommendations for producing water savings and water quality improvements through modification in landscape and irrigation system design, maintenance, and operation; and

WHEREAS, the 2015 ILA is set to terminate in 2020, and the City and County desire to enter into a new five year cost sharing agreement; and

WHEREAS, in addition to providing for cost-sharing, the County has established an optional Residential Irrigation Rebate Program (“RIR Program”) through which the County will facilitate rebates to residents within participating NIS Partners’ water service areas; and

WHEREAS, the City Commission finds it to be in the best interest of the City to approve the Agreement with the County, attached as Exhibit “A,” to provide cost share support of the County’s NIS within the water utility service area and authorize the County to conduct specific technical activities as part of the landscape irrigation system evaluations (the “Agreement”).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the Agreement with the County.

Section 3. The City Manager is hereby authorized to execute the Agreement with the County, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

Agreement between Broward County and City of Deerfield Beach to Provide Cost Share Support of a NatureScape Irrigation Service Within the Water Utility Service Area and Authorize Broward County to Conduct Specific Technical Activities as Part of Landscape Irrigation System Evaluations.

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Deerfield Beach, a municipal corporation of the State of Florida ("NIS Partner") (collectively referred to as the "Parties").

RECITALS

- A. In 2015, County entered into various interlocal agreements to share the costs of County's NatureScape Irrigation Service ("NIS"). The NIS is intended to conserve water by providing detailed site evaluations and recommendations for producing water savings and water quality improvements through modification in landscape and irrigation system design, maintenance, and operation.
- B. The 2015 interlocal agreements are set to terminate in 2020, and the Parties seek to enter into new, five (5) year cost sharing agreements.
- C. In addition to providing for cost-sharing, County has established an optional Residential Irrigation Rebate Program ("RIR Program") through which County will facilitate rebates to residents within participating NIS Partners' water service area.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1. **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2. **City Manager** means the manager or administrator, whichever is applicable, that is the chief executive officer of NIS Partner.
- 1.3. **Contract Administrator** means the Director of the Broward County Environmental Planning and Community Resilience Division, or such other person designated by same in writing.
- 1.4. **Services** mean all work required under this Agreement, including, without limitation, all deliverables, consulting, training, project management, or other Services specified in Exhibit A.

ARTICLE 2. SCOPE OF SERVICES

- 2.1. County shall perform all County obligations identified in this Agreement including, without limitation, County Responsibilities specified in Exhibit A (the "Scope of Services"), except

that County shall have no obligation to perform any Services under the RIR Program if NIS Partner does not elect to participate in the RIR Program or if NIS Partner withdraws from the RIR Program after having previously agreed to participate in it.

2.2. NIS Partner agrees to perform all NIS Partner obligations identified in this Agreement including, without limitation, the NIS Partner Responsibilities specified in the Scope of Services outlined in Exhibit A, except that NIS Partner shall have no obligation to perform any Services under the RIR Program if NIS Partner does not elect to participate in the RIR Program or if NIS Partner withdraws from the RIR Program after having agreed to participate in it.

2.3. The Scope of Services is a description of the Parties' obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by either party impractical, illogical, or unconscionable.

2.4. RIR Program. NIS Partner may optionally participate in the RIR Program. The Services to be provided as part of the RIR Program are further identified in Exhibit A of this Agreement under the heading RIR PROGRAM.

2.4.1. Unless the amount provided in Exhibit C is zero dollars (\$0), NIS Partner agrees to participate in the RIR Program. If the amount in Exhibit C is zero dollars (\$0), NIS Partner may later elect to participate in the RIR program. To participate, City Manager shall submit to County, in the manner required by the NOTICES section, a statement that NIS Partner wishes to participate in the RIR Program and the NIS Partner's desired not-to-exceed amount. Such not-to-exceed amount shall include at least \$4,000 for the base fee and such amount NIS Partner wishes to offer in rebates. County may, through its Contract Administrator, provide written notice of its refusal to perform under the RIR Program within thirty (30) days after receipt of the participation request. County's refusal shall not terminate the remainder of this Agreement.

2.4.2. NIS Partner may change the not-to-exceed amount (whether that amount is established by Exhibit C or a subsequent notice under Section 2.4.1) for rebates with at least thirty (30) days' notice to County before the change becomes effective. If such notice reduces the not-to-exceed amount for rebates, County shall cease to accept applications from NIS Partner residents seeking to participate in the RIR Program if the residents' participation would be in excess of the new not-to-exceed amount. However, decreasing the number of rebates shall not relieve NIS Partner of its obligation to compensate County for any rebates actually provided prior to the effective date of termination of this Agreement or prior to any notice of change pursuant to this section.

2.4.3. By participating in the RIR Program, NIS Partner acknowledges that County is responsible for administering the program. County shall make good faith efforts to consult with NIS Partner regarding the promotion and administration of the RIR Program. Except as otherwise provided, all decisions, including, without limitation, whether to offer a rebate on an individual basis, the manner by which County promotes the RIR Program,

what rebates to offer, and the amount of the rebate shall be made in County's sole discretion.

2.5. NIS Partner acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, set forth in the Broward County Procurement Code.

2.6. NIS Program Brand. County, in consultation with all NIS Partners, shall develop a single brand for use in promoting the programs covered under this Agreement (the "NIS Program Brand"). Upon its approval by the Contract Administrator, the NIS Program Brand shall be the brand used on all materials, including websites, promotional materials, and correspondence associated with this Agreement, including the RIR Program, if applicable.

2.6.1. County shall own the NIS Program Brand and all derivatives. County shall register the NIS Program Brand as a trademark, tradename, fictitious name, or service mark, as applicable.

2.6.2. Once approved, NIS Partner shall have a nonexclusive license to use the NIS Program Brand and derivatives on materials governed by this Agreement, including websites, promotional materials, and correspondence for the duration of this Agreement.

2.6.3. Nothing in this subpart shall be interpreted to prohibit either party from using their own logos and brand on matters and materials not covered by this Agreement.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1. Term. The term of this Agreement shall begin on April 13, 2020 ("Effective Date") and shall end at 11:59 p.m. on April 12, 2025 ("Initial Term"). All site selections, duties, obligations, and responsibilities of the Parties required by this Agreement shall be completed no later than 11:59 p.m. on April 12, 2025.

3.2. Fiscal Year. The continuation of this Agreement beyond the end of either Party's fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapters 129 and 166, Florida Statutes, whichever is applicable.

ARTICLE 4. COMPENSATION

4.1. County and NIS Partner agree to perform the NIS Program Services set forth in Section 2.1. and 2.2. at a cost to NIS Partner of the total yearly amount specified in Exhibit B. County shall have the option to refuse to perform any additional evaluations and may notify NIS Partner in writing of this fact. If County elects to not perform an additional evaluation, NIS Partner shall not be invoiced for that additional evaluation.

4.2. If NIS Partner elects to participate in the RIR Program, County will make a good faith effort to distribute as many rebates as possible within the designated amount identified in Exhibit C or

in the amount contained in NIS Partner's written notice to County pursuant to Section 2.4.1 of this Agreement, whichever is applicable. NIS Partner shall be invoiced for the actual amount of money distributed as rebates within NIS Partner's water service area. NIS Partner acknowledges that since rebate amounts vary per program guidelines, the number of rebates provided will depend on the amount of each rebate actually given per program guidelines.

4.3. County may submit invoices on an annual basis starting one (1) year following the effective date of this agreement for work actually performed and, if NIS Partner participates in the RIR Program, for the final amount distributed as rebates. NIS Partner shall pay County within forty-five (45) days following receipt of County's invoice and as otherwise provided by Chapter 218, Florida Statutes. County may submit the final invoice up to sixty (60) days following the Initial Term of this Agreement.

4.4. Payments shall be made to County at:

NatureScape Irrigation Services
Broward County Environmental Planning and Community Resilience Division
115 S Andrews Ave. Room 329H
Fort Lauderdale, FL 33324

ARTICLE 5. INSURANCE

5.1. The Parties are entities subject to Section 768.28, Florida Statutes, and shall furnish the other party with written verification of liability protection in accordance with state law upon request by a party subject to this Agreement.

ARTICLE 6. EEO COMPLIANCE

6.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, gender identity and expression, or veteran or service member status in the performance of this Agreement. Failure by any party to carry out any of the requirements of this section shall constitute a material breach of this Agreement, which shall permit the other party to terminate this Agreement or to exercise any other remedy provided under applicable law, all such remedies being cumulative.

ARTICLE 7. TERMINATION

7.1. This Agreement may be terminated for cause by an aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Parties' respective boards or commissions. Termination for convenience shall be effective on the termination date stated in the written notice provided pursuant to the NOTICES section, which termination date shall be not less than thirty (30) days after the date of such written notice.

This Agreement may also be terminated by the County Administrator or the City Manager upon such notice as the County Administrator or the City Manager deems appropriate under the circumstances in the event the County Administrator or the City Manager determines that termination is necessary to protect the public health, safety, or welfare. If County or NIS Partner erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination is provided.

7.2. Notice of termination shall be provided in accordance with the NOTICES section of this Agreement except that notice of termination by the County Administrator or the City Manager, which the County Administrator or City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the NOTICES section of this Agreement.

7.3. In the event this Agreement is terminated for convenience by County or NIS Partner, any Services properly performed under the Agreement through the termination date specified in the written notice of termination shall be paid. County and NIS Partner acknowledge that each has received good, valuable, and sufficient consideration from the other Party, in exchange for the right to terminate this Agreement for convenience.

7.4. Either party may withdraw from the RIR Program without terminating the remainder of this Agreement by providing notice of its intent in accordance with the NOTICES section of this Agreement. Such notice shall take effect not later than thirty (30) days after the date of such written notice. In the event either party withdraws from the RIR Program, any Services performed by County under the RIR Program prior to the notice's effective date shall be included in County's annual invoice as set forth in Section 4.3 of this Agreement.

ARTICLE 8. MISCELLANEOUS

8.1. Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by County in connection with performing Services under this Agreement shall be owned by County. If a copyright, trademark, service mark, or similar claim of rights is claimed by County, County grants NIS Partner a non-exclusive license to use the copyrighted item(s) to prepare derivative works and to make and distribute copies to the public. In the event of termination of this Agreement, any reports photographs, surveys, and other documents prepared by County, whether finished or unfinished, shall remain County's property, and, if in the possession of NIS Partner, shall be delivered by NIS Partner to the Contract Administrator within seven (7) days after termination of this Agreement by either party.

8.2. Public Records. The Parties are public agencies subject to Chapter 119, Florida Statutes. To the extent subcontractors are used in the performance of this Agreement, the subcontractor agreement shall contain language pursuant to Section 119.0701, Florida Statutes.

8.3. Independent Contractor. The Parties are independent contractors under this Agreement. In providing Services under this Agreement, neither party nor its agents shall act as officers,

servants, employees, or agents of the other party. Neither of the Parties shall have the right to bind the other party to any obligation not expressly undertaken under this Agreement.

8.4. Regulatory Capacity. Notwithstanding the fact that the Parties are political subdivisions and/or municipal corporations with certain regulatory authority, the Parties' performance under this Agreement is as a party to this Agreement. In the event the Parties exercise their regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to Parties' regulatory authority as governmental bodies separate and apart from this Agreement, and shall not be attributable in any manner to County or NIS Partner as a party to this Agreement.

8.5. Sovereign Immunity. Nothing herein is intended to serve as a waiver of the Parties' sovereign immunity nor shall anything included herein be construed as consent by the Parties to be sued by third parties in any matter arising out of this Agreement. Parties are political subdivisions as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of their respective employees pursuant to Section 768.28, Florida Statutes, as amended. This section shall survive the termination of all performance or obligation under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

8.6. Third-Party Beneficiaries. Neither NIS Partner nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.7. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing, hand delivery, or commercial overnight delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Environmental Planning and Community Resilience
Attn: Stefanie Chicko
Governmental Center, Room 329H
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: schicko@broward.org

FOR NIS Partner:
City of Deerfield Beach
Attn: David Santucci, City Manager
150 NE 2nd Avenue
Deerfield Beach, Florida 33441
Email address: dsantucci@deerfield-beach.com

8.8. Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator and NIS Partner's City Manager. Except for subcontracting approved by County and NIS Manager in advance, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered without the prior written consent of the Parties. If any party violates this provision, any other party shall have the right to immediately terminate this Agreement.

8.9. Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. Each of the Parties' failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.10. Compliance with Laws. The Parties shall comply with all applicable federal, State of Florida, and local laws, codes, ordinances, rules, and regulations in performing their duties, responsibilities, and obligations pursuant to this Agreement.

8.11. Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.12. Joint Preparation. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either party.

8.13. Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

8.14. Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.15. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS THE PARTIES MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.16. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by County and NIS Partner or others delegated authority or otherwise authorized to execute same on their behalf.

8.17. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.18. Payable Interest

8.18.1. Payment of Interest. Each of the Parties shall not be liable to pay any interest to the other Part7 for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof each of the Parties waive, reject, disclaim, and surrender any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

8.18.2. Rate of Interest. If, for whatever reason, the preceding subsection is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by either of the Parties under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, 0.25% (one quarter of one percent) simple interest (uncompounded).

8.19. Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

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

8.21. Use of Parties' Logo. NIS Partner shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County. This section does not limit NIS Partner's use of the NIS Program Brand pursuant to Sections 2.6 and 8.1. County shall not use NIS Partner's city seal or official city logo except as permitted in writing by NIS Partner or applicable city ordinance.

8.22. Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.23. Contingency Fee. Each of the Parties represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for a party, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

8.24. Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the other party. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the _____ day of _____, 20____, and NIS Partner, signing by and through its Mayor duly authorized to execute same.

COUNTY

ATTEST:

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____

_____ day of _____, 20____

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____
Joseph K. Jarone (Date)
Assistant County Attorney

By: _____
Michael C. Owens (Date)
Senior County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DEERFIELD BEACH TO PROVIDE COST
SHARE SUPPORT OF A NATURESCAPE IRRIGATION SERVICE WITHIN THE WATER UTILITY SERVICE
AREA AND AUTHORIZE BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES AS
PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS

NIS PARTNER

Witnesses:

CITY OF DEERFIELD BEACH

By: _____

DAVID SANTUCCI,
CITY MANAGER

Date:

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

APPROVED AS TO FORM:

ANTHONY C. SOROKA, CITY ATTORNEY

Exhibit A

SCOPE OF SERVICES

Broward County

NatureScape Irrigation Services and Residential Irrigation Rebate Program

1. INTRODUCTION

Water plays a critical role in South Florida and will continue to directly influence the future sustainability of Broward County's economy, environment, and quality of life. Future water demands will continue to be influenced by population growth, rates of per capita consumption, and variable climatologic conditions.

In 2005, Broward County and twenty-two (22) municipal and water utility partners collaborated in the launching of a NatureScape Irrigation Service ("NIS"), a local variation of a Mobile Irrigation Laboratory ("MIL") designed to provide users with a detailed site evaluation and recommendations for achieving water savings and water quality improvements through modifications in landscape and irrigation system design, maintenance, and operation. The initial program has continued on five-year cycles to the present with minor variation in partner participation. The NIS has helped local partners to achieve more than 1.6 billion gallons in water savings since 2005.

The overall objective of the NIS Program is to further water conservation strategies in support of consumptive use permit requirements and achieve water quality improvements as part of the United States Environmental Protection Agency's National Pollutant Discharge Elimination System permitting program. As with similar programs, NIS seeks to encourage municipalities, residents, and businesses in Broward County to adopt an enduring water conservation ethic that supports long-term water resource sustainability and to achieve permanent and measurable water savings through repair and upgrade of irrigation system components and through proper management of those systems.

There are two (2) principal components to this Scope:

- Irrigation system efficiency inspections on larger municipal and commercial sites as identified by partner agencies ("NIS Partners") or the Broward County ("County") ("NIS Program"). NIS program staff to identify operational efficiencies, maintenance concerns and potential upgrades of system components to achieve increased water use efficiency.
- Residential Irrigation Rebate Program ("RIR Program") that provides irrigation system efficiency inspections and water conservation education to residents of partner municipalities and offers rebates to offset initial costs incurred in upgrading specified

water-efficient irrigation system components. The RIR Program is optional and will only be activated with express consent of NIS Partner and County.

The two principal components of the Scope shall be referred to as the “Program”

2. SCOPE OF SERVICES

The Scope of Services in support of this Partnership Agreement is undertaken through the following series of tasks.

2.1 COUNTY RESPONSIBILITIES

A. ADMINISTRATION OF THE PROGRAM

1. Provide overall administration of the Agreement. Except as otherwise provided, administration of the Program will be left to the sole discretion of County.
2. Coordinate at least one (1) meeting annually with NIS Partner and other partners (those entities listed in Exhibit B) to present annual program achievements, review administrative or logistical program issues, and consider new program promotions and opportunities for improvement.
3. Provide reports to NIS Partner and other partners as requested on inspection results, rebate expenditures, and water savings. An annual report will outline the performance of the Program and the status of goals and objectives. The report will include a list of sites inspected and water savings. The report will also address any unanticipated delays and issues that necessitate modification of the Program. County will provide the annual report within 30 days following the completion of each Program year (from April 13 through April 12 of the subsequent year).
4. Optionally seek additional funds and support from local, state, and national sources including, but not limited to, SFWMD’s Local Cooperative Funding Program, Water Sense Partnership (EPA), and local groups. In addition, County may solicit support from sponsors through County’s Advantage Marketing program. Funds obtained from additional sources may be used to provide additional inspections or rebates, or to offset other costs at County’s discretion.

B. NIS PROGRAM

1. Perform at least six (6) evaluations, which include three (3) original and three (3) follow up, per year on properties selected in coordination with NIS Partner and located within the water service area of NIS Partner. If

Exhibit B states that NIS Partner shall receive additional evaluations, County shall perform such additional evaluations. An additional evaluation shall be either an original (i.e., initial) or follow-up evaluation, at NIS Partner's election.

2. Evaluations will be performed by a County staff person with training in irrigation system design and operation, expertise in landscape best management practices, and with permission and participation of the property owner/manager. The initial evaluation will serve to assess current rates of water consumption as a function of existing landscape design and maintenance and be based on the existing irrigation system's condition and standard operation.
3. Provide, following the initial evaluation, the property owner/manager with specific written recommendations for reducing total irrigation demands and increasing irrigation system efficiency through appropriate modifications in the landscape design, as well as irrigation system maintenance and operation. County will provide the property owner/manager a summary of the results of the evaluation in a site report and include the results in the annual program report. The site report will include a description of the irrigation system and site, a list of recommended improvements, and a summary of current water consumption, potential water savings, and water savings realized as a result of the initial evaluation.
4. Conduct follow up evaluations of sites inspected no more than three (3) months after the initial evaluation. Follow up evaluations will consist of an assessment of the degree to which the site-specific recommendations have been implemented and quantification of the water savings achieved as a result of the recommended improvements.
5. Identify and coordinate property owners/managers interested in pursuing NatureScape Certification as part of the NIS evaluation. For interested property owners/managers, County will provide expert assistance in developing a Florida Friendly Landscape™ in order to meet the NatureScape Broward certification criteria. Properties implementing an NIS evaluation and Florida Friendly Landscape recommendations are eligible for certification as NatureScape properties.
6. Conduct additional NIS site evaluations within each service area for NIS Partners that have elected to fund them. These additional NIS evaluation sites may be selected at the discretion of County in coordination with NIS Partner.

7. Prepare a five-year summary of the program accomplishments prior to conclusion of the five-year term, including:
 - a. Total number and location of properties evaluated;
 - b. Analysis of potential versus actual water savings achieved as a result of the NIS Program;
 - c. Discussion of achieved improvements in landscape practices with consideration of water quality implications;
 - d. Identification of properties certified as meeting NatureScape Broward criteria a result of the NIS Program; and
 - e. Assessment of the overall performance of the NIS Program.

C. RIR PROGRAM

1. Issue rebates, as funded by NIS Partner, to residents that purchase and install specified water-saving measures including, but not limited to, adjustment of irrigation timing, zoning, head type and/or placement; and upgrades to irrigation system components such as valves, heads, timers, and sensing devices.
2. Maintain a list of currently approved cost-saving measures along with the rebate amount being offered and provide the current, accurate list to NIS Partner upon request.
3. Periodically assess available water-saving measures to be used for rebates to ensure the RIR Program stays current with technology and standards.
4. Adopt forms and documentation for use by residents who wish to request a rebate. County will design such forms in consultation with NIS Partner, but approval of such forms shall be at the discretion of County.
5. Periodically make a good faith effort to communicate the availability of the rebate program to residents within NIS Partner's water service area, including all necessary qualifications. This will include at a minimum, one (1) promotional campaign within NIS Partner's water service area per RIR Program year.
6. In any RIR Program year in which rebate funds are exhausted before the final quarter, County will submit notice to NIS Partner and cease performance on the RIR Program until additional funds become available.

2.2 NIS PARTNER RESPONSIBILITIES:

A. ADMINISTRATION OF THE PROGRAM

1. Provide one Point of Contact to coordinate with County on matters pertaining to this Agreement and inform County in writing within thirty (30) days after a change in Point of Contact.
2. Participate in Program meetings and provide comments within thirty (30) days after request on programmatic matters. Following such thirty (30) day period, County may assume NIS Partner has no comments if none have been provided.
3. Provide County with a list of at least three (3) properties within its water service area to be potential targets for the NIS Program and coordinate with County to identify appropriate properties within thirty (30) days of the start of each program year under this agreement.
4. Coordinate with County to:
 - A. Identify and contact site managers of properties to be inspected under the NIS Program.
 - B. Coordinate access to properties to be inspected under the NIS Program.
 - C. Follow up with site managers to encourage improvements and repairs as identified in the inspection report.
 - D. Promote the NIS Program and, if participating, the RIR Program.
5. Inform County in writing no later than the start of the fourth (4th) quarter of each Program year of any increases or decreases in the amount of additional NIS Program inspections and/or RIR Program rebates for the upcoming program year.

Exhibit B – Cost Schedule

NIS Partner	Initial	Follow up	Base Cost	Additional Evaluations ⁺	Total Year 1*	Total Year 2*	Total Year 3*	Total Year 4*	Total Year 5*
Coconut Creek	3	3	\$3,000.00	1	\$4,250.00	\$4,377.50	\$4,508.83	\$4,644.09	\$4,783.41
Cooper City	3	3	\$3,000.00	0	\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53
Coral Springs	3	3	\$3,000.00	3	\$6,750.00	\$6,952.50	\$7,161.08	\$7,375.91	\$7,597.18
Coral Springs Improvement District	3	3	\$3,000.00	0	\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53
Dania Beach	3	3	\$3,000.00	1	\$4,250.00	\$4,377.50	\$4,508.83	\$4,644.09	\$4,783.41
Davie	3	3	\$3,000.00	1	\$4,250.00	\$4,377.50	\$4,508.83	\$4,644.09	\$4,783.41
Deerfield Beach	3	3	\$3,000.00	2	\$5,500.00	\$5,665.00	\$5,834.95	\$6,010.00	\$6,190.30
Fort Lauderdale	3	3	\$3,000.00	9	\$13,350.00	\$13,750.50	\$14,163.02	\$14,587.91	\$15,025.54
Hallandale Beach	3	3	\$3,000.00	0	\$3,000.00	\$3,090.00	\$3,182.70	\$3,278.18	\$3,376.53
Hollywood	3	3	\$3,000.00	6	\$10,500.00	\$10,815.00	\$11,139.45	\$11,473.63	\$11,817.84
Margate	3	3	\$3,000.00	2	\$5,500.00	\$5,665.00	\$5,834.95	\$6,010.00	\$6,190.30
Miramar	3	3	\$3,000.00	4	\$8,000.00	\$8,240.00	\$8,487.20	\$8,741.82	\$9,004.07
North Lauderdale	3	3	\$3,000.00	2	\$5,500.00	\$5,665.00	\$5,834.95	\$6,010.00	\$6,190.30
Oakland Park	3	3	\$3,000.00	1	\$4,250.00	\$4,377.50	\$4,508.83	\$4,644.09	\$4,783.41
Pembroke Pines	3	3	\$3,000.00	6	\$10,500.00	\$10,815.00	\$11,139.45	\$11,473.63	\$11,817.84
Plantation	3	3	\$3,000.00	4	\$8,000.00	\$8,240.00	\$8,487.20	\$8,741.82	\$9,004.07
Pompano Beach	3	3	\$3,000.00	4	\$8,000.00	\$8,240.00	\$8,487.20	\$8,741.82	\$9,004.07
Sunrise	3	3	\$3,000.00	5	\$9,250.00	\$9,527.50	\$9,813.33	\$10,107.72	\$10,410.96

*The totals include the \$3,000 base cost plus an additional \$1,250 per each additional evaluation. Years 2-5 include a 3% cost escalator per year.

⁺Additional Evaluations may be either an initial evaluation or follow-up evaluation.

Exhibit C –Cost Schedule

Residential Irrigation Rebate Program							
NIS Partner	Base Cost	Rebates	Total Year 1	Total Year 2*	Total Year 3*	Total Year 4*	Total Year 5*
Coconut Creek	\$4,000.00	\$4,500.00	\$4,000.00	\$8,620.00	\$8,743.60	\$8,870.91	\$9,002.04
Cooper City	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Coral Springs	\$4,000.00	\$4,500.00	\$4,000.00	\$8,620.00	\$8,743.60	\$8,870.91	\$9,002.04
Coral Springs Improvement District	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Dania Beach	\$4,000.00	\$3,500.00	\$4,000.00	\$5,120.00	\$5,243.60	\$5,370.91	\$5,502.04
Davie	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Deerfield Beach	\$4,000.00	\$4,500.00	\$4,000.00	\$8,620.00	\$8,743.60	\$8,870.91	\$9,002.04
Fort Lauderdale	\$4,000.00	\$7,500.00	\$4,000.00	\$11,620.00	\$11,743.60	\$11,870.91	\$12,002.04
Hallandale Beach	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Hollywood	\$4,000.00	\$6,500.00	\$4,000.00	\$10,620.00	\$10,743.60	\$10,870.91	\$11,002.04
Margate	\$4,000.00	\$4,500.00	\$4,000.00	\$8,620.00	\$8,743.60	\$8,870.91	\$9,002.04
Miramar	\$4,000.00	\$5,500.00	\$4,000.00	\$9,620.00	\$9,743.60	\$9,870.91	\$10,002.04
North Lauderdale	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Oakland Park	\$4,000.00	\$3,500.00	\$4,000.00	\$7,620.00	\$7,743.60	\$7,870.91	\$8,002.04
Pembroke Pines	\$4,000.00	\$6,500.00	\$4,000.00	\$10,620.00	\$10,743.60	\$10,870.91	\$11,002.04
Plantation	\$4,000.00	\$5,500.00	\$4,000.00	\$9,620.00	\$9,743.60	\$9,870.91	\$10,002.04
Pompano Beach	\$4,000.00	\$5,500.00	\$4,000.00	\$9,620.00	\$9,743.60	\$9,870.91	\$10,002.04
Sunrise	\$4,000.00	\$5,000.00	\$4,000.00	\$9,120.00	\$9,243.60	\$9,370.91	\$9,502.04

*Includes a 3% per year cost escalator for the base costs.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet

File Number: I.D. 2020-340

Agenda Date: 4/7/2020

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the award of Request for Proposals #20-05-JW for city-wide tree trimming, removal, and maintenance services to Southern Arbor Services, Inc.; authorizing execution of an agreement with Southern Arbor Services, Inc.; and providing for an effective date. (Funds from Account #001-7020-539-32-19 - Tree Maintenance)

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$160,000

Account Name: Tree Maintenance

Account Number: 001-7020-539-32-19

Background/History

An annual expenditure of \$160,000 is estimated for tree trimming/pruning and was approved in the FY20 budget. In order to keep up with the required trimming and maintenance for the City's inventory of approximately 18,000 trees, the City sought independent contractors to perform various landscape maintenance services, including tree trimming.

Current Activity

The City issued Request for Proposals #20-05-JW for City-Wide Tree Trimming, Removal, and Maintenance Services (the "RFP"). Three companies responded to the RFP. The Evaluation Committee evaluated and ranked the three proposals. It is the Evaluation Committee's recommendation to approve the rankings and award an agreement to Southern Arbor Services, Inc., for City-wide tree trimming, removal, and maintenance services.

Recommendation

Staff recommends the City Commission approve the rankings and award an agreement to Southern Arbor Services, Inc., for City-wide tree trimming, removal, and maintenance services.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSALS #20-05-JW FOR CITY-WIDE TREE TRIMMING, REMOVAL, AND MAINTENANCE SERVICES TO SOUTHERN ARBOR SERVICES, INC.; AUTHORIZING EXECUTION OF AN AGREEMENT WITH SOUTHERN ARBOR SERVICES, INC.; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in order to keep up with the required trimming and maintenance for the City's inventory of approximately 18,000 trees, the City is in need of independent contractors to perform various landscape maintenance services, including tree trimming; and

WHEREAS, the City issued Request for Proposals #20-05-JW for City-Wide Tree Trimming, Removal, and Maintenance Services (the "RFP"); and

WHEREAS, the RFP was advertised in the legal notices section of the Sun-Sentinel on January 29, 2020, and the notice was also sent to forty-eight prospective offerors via the e-Procurement Marketplace; and

WHEREAS, nineteen vendors viewed the RFP documents; and

WHEREAS, on February 20, 2020 at 2:00 p.m., the Purchasing and Contract Administration Division unsealed the three proposals that were timely received, and reviewed the proposals to ensure they met the RFP requirements; and

WHEREAS, the evaluation committee members independently reviewed and scored the three proposals in accordance with the weighted criteria stated in the RFP prior to the first public evaluation committee meeting; and

WHEREAS, the evaluation committee meeting was held on March 6, 2020 to score the proposals based on the weighted criteria stated in the RFP; and

WHEREAS, following the rankings, the evaluation committee concluded and was unanimous in their decision to make a recommendation to approve the ranking and award a contract to the top ranked firm Southern Arbor Services, Inc. ("Southern Arbor"); and

WHEREAS, the evaluation committee recommends that the City Commission approve the rankings and award a contract to Southern Arbor, and authorize execution of an agreement with Southern Arbor for City-wide tree trimming, removal, and maintenance services for a two-year term with three optional one year renewal periods.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby approves the award of the RFP for City-wide tree trimming, removal, and maintenance services to Southern Arbor.

Section 3. The City Manager is hereby authorized to execute an agreement with Southern Arbor for an initial two-year term, on a fee per service basis, consistent with the terms of the RFP, together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



Memorandum

TO: Preston Pooser, Director of Parks and Recreation

FROM: Jeremin Worlds, Senior Buyer

THRU: Ivelsa Guzman, Purchasing Manager

DATE: March 17, 2020

SUBJECT: City-Wide Tree Trimming Removal and Maintenance Services, RFP 20-05-JW

The Purchasing and Contract Administration Division issued a Request for Proposal for City-Wide Tree Trimming Removal and Maintenance Services, RFP 20-05-JW. This formal competitive solicitation process complies with the City of Deerfield Beach procurement requirements. Details of the competitive solicitation process are as follows:

- The RFP was advertised in the legal notices section of the Sun-Sentinel on January 29, 2020. The notice was sent to forty-eight (48) prospective Offerors via the e-Procurement Marketplace.
- Nineteen (19) vendors viewed the documents of the RFP.
- On February 20, 2020 at 2:00 p.m. EST, the Purchasing and Contract Administration Division closed and unsealed three (3) responses. The responses were reviewed by the Purchasing and Contract Administration Division to ensure the responses met the RFP requirements.
- Subsequently, each member of the evaluation committee appointed by the City Manager received their evaluation packages that consisted of: evaluation committee policies and procedures, original RFP, addenda, submittals, and the evaluation sheets.
- Each evaluation committee member independently reviewed and scored the submittals in accordance with the weighted criteria stated in the RFP prior to the first public evaluation meeting held on Friday, March 6, 2020, at 9:00 a.m. The Evaluation Committee consisted of: Harold Hoyte, Landscape Architect; Preston Pooser, Parks & Rec Director, and Alfonso Orellana, Plans Review Engineer.
- The proposals were evaluated based on the following weighted criteria:

<u>Criteria</u>	<u>Weight</u>
Qualifications and Experience of Principals and Staff	3

History and Past Performance of the Firm	3
Availability of Qualified Personnel, Facilities and Equipment	2
Price	2
Availability of Personnel, Facilities and Equipment during emergencies	3
References	2

- The proposals were ranked as follows:

Ranking	Preston Pooser	Harold Hoyte	Alfonzo Orellana	Total	Ranking
Southern Arbor Services	142 / 1	128 / 1	117 / 1	3	1
SFM Services, Inc.	124.95 / 2	96.6 / 3	114.45 / 2	7	2
Sherlock Tree Company, Inc.	114 / 3	112 / 2	108 / 3	8	3

- Following the initial ranking, the evaluation committee concluded and was unanimous in their decision to make a recommendation to the City Commission to approve the ranking and award the contract to Southern Arbor Services.
- Reference checks conducted and revealed positive ratings.

In summary, Southern Arbor Services is the number one (1) ranked Offeror. Therefore, Staff recommends the award of this contract to Southern Arbor Services.

Please use this memorandum and all attachments as your backup documents to the City Manager for the next available City Commission meeting.

Att. Tabulation Sheets, Tab Summary, Bid Summary, Recommended Offerors Submittals, Vendor Reference – Check List and Performance Reference Surveys, Scope of Services

c: Cassi Warren, Assistant Director of Parks and Recreation
Mike Pursell, Superintendent of Parks, Parks and Recreation

1	Tree Trimming Service per tree for 6" or less (DBH) Diameter Base Height as measure at 4.5' from the ground.					
	Supplier	QTY	UOM	Estimated	Unit Price	Extended Supplier Notes
	SFM Services, Inc	1	ea		\$25.00	\$25.00
	Southern Arbor Services	1	ea		\$40.00	\$40.00
	Sherlock Tree Company, Inc.	1	ea		\$40.00	\$40.00
2	Tree Trimming Service per tree for greater than 6" (DBH) Diameter Base Height as measured at 4.5' from the ground.					
	Supplier	QTY	UOM	Estimated	Unit Price	Extended Supplier Notes
	Southern Arbor Services	1	ea		\$60.00	\$60.00
	SFM Services, Inc	1	ea		\$85.00	\$85.00
	Sherlock Tree Company, Inc.	1	ea		\$115.00	\$115.00
3	Palm Trimming Service per palm for 6" or less (DBH) Diameter Base Height as measured at 4.5' from the ground.					
	Supplier	QTY	UOM	Estimated	Unit Price	Extended Supplier Notes
	SFM Services, Inc	1	ea		\$25.00	\$25.00
	Southern Arbor Services	1	ea		\$26.00	\$26.00
	Sherlock Tree Company, Inc.	1	ea		\$32.50	\$32.50
4	Palm Trimming Service per palm for greater than 6" (DBH) Diameter Base Height as measured at 4.5' from the ground.					
	Supplier	QTY	UOM	Estimated	Unit Price	Extended Supplier Notes
	Southern Arbor Services	1	ea		\$28.00	\$28.00
	Sherlock Tree Company, Inc.	1	ea		\$32.50	\$32.50
	SFM Services, Inc	1	ea		\$35.00	\$35.00
5	Tree Removal Service per tree for 0" - 6" (DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grin					
	Supplier	QTY	UOM	Estimated	Unit Price	Extended Supplier Notes
	Southern Arbor Services	1	ea		\$100.00	\$100.00
	SFM Services, Inc	1	ea		\$250.00	\$250.00
	Sherlock Tree Company, Inc.	1	ea		\$475.00	\$475.00
6	Tree Removal Service per tree for 7" - 12"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grin					
	Supplier	QTY	UOM	Estimated	Unit Price	Extended Supplier Notes
	SFM Services, Inc	1	ea		\$400.00	\$400.00
	Southern Arbor Services	1	ea		\$400.00	\$400.00
	Sherlock Tree Company, Inc.	1	ea		\$1,200.00	\$1,200.00
7	Tree Removal Service per tree for 13" - 18"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grin					
	Supplier	QTY	UOM	Estimated	Unit Price	Extended Supplier Notes

SFM Services, Inc	1	ea		\$550.00	\$550.00	
Southern Arbor Services	1	ea		\$800.00	\$800.00	
Sherlock Tree Company, Inc.	1	ea		\$1,600.00	\$1,600.00	

8 Tree Removal Service per tree for 19" - 24"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump gr

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
Southern Arbor Services	1	ea		\$800.00	\$800.00	
SFM Services, Inc	1	ea		\$950.00	\$950.00	
Sherlock Tree Company, Inc.	1	ea		\$1,800.00	\$1,800.00	

9 Tree Removal Service per tree for 25" - 30"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump gr

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
Southern Arbor Services	1	ea		\$600.00	\$600.00	
SFM Services, Inc	1	ea		\$1,500.00	\$1,500.00	
Sherlock Tree Company, Inc.	1	ea		\$2,500.00	\$2,500.00	

10 Tree Removal Service per tree for 31" - 36"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump gr

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
Southern Arbor Services	1	ea		\$700.00	\$700.00	
SFM Services, Inc	1	ea		\$1,950.00	\$1,950.00	
Sherlock Tree Company, Inc.	1	ea		\$3,200.00	\$3,200.00	

11 Tree Removal Service per tree for 37" - 42"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump gr

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
Southern Arbor Services	1	ea		\$900.00	\$900.00	
SFM Services, Inc	1	ea		\$2,500.00	\$2,500.00	
Sherlock Tree Company, Inc.	1	ea		\$4,200.00	\$4,200.00	

12 Tree Removal Service per tree for 43" - 48"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump gr

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
Southern Arbor Services	1	ea		\$1,000.00	\$1,000.00	
SFM Services, Inc	1	ea		\$2,950.00	\$2,950.00	
Sherlock Tree Company, Inc.	1	ea		\$4,700.00	\$4,700.00	

13 Tree Removal Service per tree for 49" - 54"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump gr

Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes
Southern Arbor Services	1	ea		\$1,400.00	\$1,400.00	
SFM Services, Inc	1	ea		\$3,500.00	\$3,500.00	
Sherlock Tree Company, Inc.	1	ea		\$6,000.00	\$6,000.00	

14	Tree Removal Service per tree for 55" - 60"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump gr					
	Supplier	QTY	UOM	Estimated	Unit Price	Extended Supplier Notes
	Southern Arbor Services	1	ea		\$2,000.00	\$2,000.00
	SFM Services, Inc	1	ea		\$3,750.00	\$3,750.00
	Sherlock Tree Company, Inc.	1	ea		\$6,000.00	\$6,000.00
15	Tree Removal Service per tree for 61" - 66"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump gr					
	Supplier	QTY	UOM	Estimated	Unit Price	Extended Supplier Notes
	Southern Arbor Services	1	ea		\$10.00	\$10.00
	SFM Services, Inc	1	ea		\$4,500.00	\$4,500.00
	Sherlock Tree Company, Inc.	1	ea		\$6,000.00	\$6,000.00
16	Stump Grinding Service Only.					
	Supplier	QTY	UOM	Estimated	Unit Price	Extended Supplier Notes
	Southern Arbor Services	1	ea		\$150.00	\$150.00
	SFM Services, Inc	1	ea		\$250.00	\$250.00 ItemNote: for stumps 6" to 30" only
	Sherlock Tree Company, Inc.	1	ea		\$350.00	\$350.00
17	Vine and Shrub clean-up and removal service.					
	Supplier	QTY	UOM	Estimated	Unit Price	Extended Supplier Notes
	Southern Arbor Services	1	yd3		\$120.00	\$120.00 Item #17 \$40.00 per yd X 3 equals 120.00 a
	SFM Services, Inc	1	yd3		\$150.00	\$150.00
	Sherlock Tree Company, Inc.	1	yd3		\$200.00	\$200.00

Event Number	20-05-JW	Organization	City of Deerfield Beach
Event Title	City-Wide Tree Trimming, Removal and Ma	Workgroup	Purchasing Dept.
Event Description	The City of Deerfield Beach is soliciting seal	Event Owner	Jeremin Worlds
Event Type	RFP	Email	jworlds@deerfield-beach.com
Issue Date	1/29/2020 12:34:16 PM (ET)	Phone	(954) 480-4415
Close Date	2/20/2020 02:00:00 PM (ET)	Fax	(954) 480-4388

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Southern Arbor Services	Lighthouse Point	FL	2/12/2020 05:02:22 PM (ET)	17	\$9,134.00
SFM Services, Inc	Hialeah Gardens	FL	2/20/2020 01:03:38 PM (ET)	17	\$23,370.00
Sherlock Tree Company, Inc.	Pompano Beach	FL	2/19/2020 03:26:49 PM (ET)	17	\$38,445.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

The City of Deerfield Beach, FL Bid Summary

Bid Information

Bid Creator Jeremin Worlds Senior Buyer
Email jworlds@deerfield-beach.com
Phone (954) 480-4415
Fax (954) 480-4388

Bid Number 20-05-JW
Title City-Wide Tree Trimming, Removal and Maintenance Services
RFP
Issue Date 1/29/2020 12:34 PM (ET)
Close Date 2/20/2020 02:00:00 PM (ET)

Contact Information

Address 401A SW 4th Street
Deerfield Beach, FL 33441
Contact Jeremin Worlds, Senior Buyer
Department Purchasing and Contract Administration Division
Building A
Floor/Room 2nd
Telephone (954) 480-4415
Fax (954) 480-4388
Email jworlds@deerfield-beach.com

Ship to Information

Address City of Deerfield Beach
401A SW 4th Street
Deerfield Beach, FL 33441
Contact Mike Pusell, Parks Superintendent
Department Parks and Recreation
Building A
Floor/Room
Telephone (954) 410-4403
Fax (954) 420-2274
Email mpusell@deerfield-beach.com

Invited Suppliers

Supplier Name	Contact Name	City, State	Invitation Email	Invite Type
ADFS LLC		chibley, FL	tporter@adfsllc.com	Auto
Al & Ed Lawn Services LLC	Alvis Demezier	Boynton Beach, FL	Alvisprolawn35@gmail.com	Auto
AR MAINTENANCE SOLUTIONS INC.		Lauderdale Lakes, FL	services@armaintenancesolutions.com	Auto
Arbor Masters Tree Service (Shawnee Mission Tree Service, Inc.)	Jay Hager	Ocala, FL	jhager@arbormasters.com	Auto
Bannerman Greenworks, LLC	Melvin Bannerman	Miami, FL	bannermangreenworksllc@gmail.com	Auto
Bons Barricades Inc		Pompano Beach, FL	twilliams@bonsbarricades.com	Auto
Brang Construction Incorporated	James R. Fedele	Boca Raton, FL	jfedele@brangconstruction.com	Auto
BrightView Landscape Development	Tristan Hine	Seffner, FL	Tristan.Hine@Brightview.com	Auto
BRILLIANT MINDS STRATEGIES, INC.	TINA M. WHITE	RIVIERA BEACH, FL	tinabrilliantminds@comcast.net	Auto
C & T Hood Cleaning LLC (Christopher)	Christopher warren	ft . Lauderdale, FL	cwarren6538@yahoo.com	Auto
Ceres Environmental Services, Inc.		Sarasota, FL	donna.cardarelli@ceresenv.com	Auto
Community Tree & Landscape Service, Inc.	David G. Noakes	Port Salerno, FL	communitytreeinfo@gmail.com	Auto
Complete Property Services of South Florida, Inc.	Pat Yong	Margate, FL	cps@completepropertygroup.com	Auto
ConstructConnect (iSqFt, Inc.)		Cincinnati, OH	content@constructconnect.com	Auto
Creative Lawn Maintenacne, LLC (David Brown)	David Brown	Pompano Beach, FL	clm.greenergrass@gmail.com	Auto
Custom Tree Care, Inc.	Greg Gathers	Topeka, KS	ggathers@customtreecare.com	Auto
D.O.M.E.W.O.N Tri-Investments, LLC (Anthony Cooper)	Anthony Cooper	Pompano Beach, FL	Dwti.gov@gmail.com	Auto
DeAngelo Brothers LLC	Christine Kostic	Hazleton, PA	research@dbiservices.com	Auto
Duffy's Tree & Landscape Service	Howard Green	Lake Worth, FL	hgreen.duffys@gmail.com	Auto
EarthBalance		North Port, FL	lsullivan@earthbalance.com	Auto
Facility Pro	Christian Fernandez	FT LAUDERDALE, FL	gov@thefacilitypro.com	Auto
Facillitee, Inc.	Damien Condo	North Palm Beach, FL	dcondo@facillitee.com	Auto
Florida Safety Contractors, Inc.	David Borchert	Thonotosassa, FL	estimating@floridasafetycontractors.com	Auto
Florida Tree Trimmers	Crystal Ruiz	Sunrise, FL	floridatretrimmers@gmail.com	Auto
G Tree Trimming Services		Pompano Beach, FL	georgespain7@yahoo.com	Auto
Graham County Land Company, LLC		Robbinsville, NC	bucky@GCLNC.com	Auto
Green Wise Group, LLC	Gene Sherwood	Homestead, FL	greenwisegroupoffice@gmail.com	Auto
Innovative Environmental Services Inc	Lindsay Toffey	Deerfield Beach, FL	Lindsay.Toffey@innovational.com	Auto
Innovative Grounds Management of Florida, LLC	Terence M Glynn	Margate, FL	innovativegrounds@msn.com	Auto
James F. Schnelle,Jr.,P.E. (Environmental Management & Engineering,LLC)	James F. Schnelle,Jr.,P.E.	Palm Beach Gardens, FL	jfschnelle@aol.com	Auto
JCA Surety Group		Orlando, FL	jb@jcasurety.com	Auto
KANKO (Floyd's Chores & Odd Jobs)	Brain Woods	Dallas, TX	kankobidops@gmail.com	Auto
Landscape Service Professionals, Inc.	Sandra Benton	Tamarac, FL	info@landscapeservicepros.com	Auto

Latux Diamond Blade Distributors (Diamond Blade Distributors, LLC)	John Colon	Deerfield Beach, FL	john@latuxdbd.com	Auto
OrchidMan Landscape Artisans, Corp.		Miami, FL	steven@orchidmanlandscape.com	Auto
Palm Atlantic Landscape Maintenance (Reflections Landscape Maintenance, Inc.)	Bob or Mike bollon	deerfield beach, FL	bob@palmatlanticlandscape.com	Auto
Phil's Expert Tree Service, Inc.	Phil Simeone	Coconut Creek, FL	philtree@bellsouth.net	Auto
Prestige Property Maintenance, Inc.	Greg Lica	Davie, FL	greg@prestigepmm.com	Auto
R&A Woods Enterprises Inc.	abbie woods	PompanoBeach, FL	robertabbiew@aol.com	Auto
REAL TREE TRIMMING & LANDSCAPING, INC.	Dina Kessarlis	POMPANO BEACH, FL	realtreeteam@gmail.com	Auto
Regional Landscaping (Regional LLC)	Jason Salmon	Boca Raton, FL	jsalmon@regionallandcare.com	Auto
Southern Arbor Services	Kelli Altman	Lighthouse Point, FL	contact@couthernarborservices.com; contact@southernarborservices.com	Auto
Squeaky Clean Janitorial Systems, Inc	Shirley Brinston	Loxahatchee, FL	SqueakyClean0467@gmail.com	Auto
TASICON INC.	CONNOR CLAY	TALLAHASSEE, FL	CONTACT@TASICON.COM	Auto
TFR Enterprises, Inc	Tiffany Wilkes	Leander, TX	tiffanyw@tfrinc.com	Auto
Total Garden (Trade Logix Inc)	Jocelyn Barcenias	Pembroke Pines, FL	totalgardensfl@gmail.com	Auto
Trimac Outdoor		Fleming Island, FL	Milo@TrimacOutdoor.com	Auto
WATER WIZARD	John Longo	Oakland Park, FL	john@waterwizardusa.com; services@waterwizardusa.com	Auto

External Invitations

Bid Notes

The City of Deerfield Beach is soliciting sealed responses from qualified vendors for City-Wide Tree Trimming, Removal and Maintenance Services, in accordance with the terms, conditions and scope of services of the above-mentioned formal competitive solicitation.

Bid Activities

Date	Name	Description
2/13/2020 05:00 PM (ET)	Last Day the City will Issue Addendum.	Addenda be released via the eProcurement Marketplace when necessitated. This the last date and time the City will issue an addendum.

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	20-05-JW Request for Proposals Package.pdf	Request for Proposal Package
Header	20-05-JW Attachment A - Vendor Performance Ref Verification Survey Form .pdf	Vendor Performance Reference Verification Survey Form. The Vendor Performance Reference Verification Survey Form shall be completed by your five (5) references and provide it with you response attachments.
Header	20-05-JW Attachment B - Draft Contract.pdf	Draft Contract. THIS DOCUMENT IS NOT REQUIRED WITH THE RESPONSE. THIS DOCUMENT SHALL BE EXECUTED BY THE SUCCESSFUL BIDDER.
Header	20-05-JW Attachment C - Background Check Affidavit.pdf	Background Check Affidavit. THIS DOCUMENT IS NOT REQUIRED WITH THE RESPONSE. THIS DOCUMENT SHALL BE EXECUTED BY THE SUCCESSFUL OFFEROR PRIOR TO COMMENCING THE WORK.

Header	20-05-JW Exhibit A - Tentative Schedule of Events .lsx.pdf	Tentative Schedule of Events
Header	20-05-JW Exhibit B - Parks and Street Trees.pdf	Parks and Street Tree Inventory
Header	20-05-JW Exhibit C - Tree Inventory - Parks and Medians.pdf	Tree Inventory - Parks and Medians Map

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	Proof of Insurability : Provide proof of insurability meeting the minimum insurance requirements stated in INSURANCE REQUIREMENTS. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.
2	YES	Copies of Applicable Licenses and Certifications : Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.
3	YES	Local Business Tax Receipt : Submit a copy of your firms local business tax receipt for the principal place of business.
4	YES	W-9 Form : Offeror shall submit their W-9 Form with the response.
5	NO	Schedule of Participation from Disadvantage Business Entity(s) : Offeror shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.
6	YES	Experience and Qualifications : Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required.
7	YES	Past Projects : Offeror shall identify three (3) projects within a minimum of three (3) years where the Offeror has provided Tree Trimming Removal and Maintenance Services as requested in this solicitation. Please provide the following information for each project: 1. The name of the project, the owner, year performed, dollar amount of project and the project location. 2. A description of the project. 3. A reference, including a contact name, addresses and phone number. This reference should be the staff member who was in charge of the project.
8	YES	Attachment A – Vendor Performance Reference Verification Survey Form : Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your five (5) references and provide it with your Response Attachments.
9	NO	Ethics Code Disclosure : Offeror shall provide the following information. a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Bid Attributes

#	Name	Note	Response
1	Drug-Free Workplace Programs	Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section. Valid Responses: [Please Select], Yes, No	Required

2 Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement.

Valid Responses: I Affirm

Required

3 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation;
 2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response;
 3. Such response is genuine and is not a collusive or sham response;
 4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
 5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
- Valid Responses: I Affirm

Required

4	Convicted / Suspended / Discriminatory / Complaints Vendor Lists	Required
	An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration. A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime 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 F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list. FLORIDA DEPARTMENT OF MANAGEMENT SERVICES: Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes] Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code) Discriminatory Vendor List Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code. Vendor Complaint List (end list) Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists. Valid Responses: I affirm	
5	Certified Business Entity Affirmation	Required
	1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III General Terms and Conditions, Article 19 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations. Valid Responses: [Please Select], I am a DBE with no derogatory history , I am a DBE but I have a derogatory history , I am not a Disadvantaged Business Entity	

6	Ethics Code Disclosure	Required
	Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information: a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.) Valid Responses: [Please Select], Not Applicable, At least one of the statements is applicable	
7	Verification of Employment Status	Required
	Offeror affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of: a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and; b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract. The Offeror further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Successful Offeror shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Contract. Valid Responses: I Affirm	
8	Background Check Affidavit	Required
	Offeror affirms to conduct background checks in accordance to the Citys Background Check Affidavit (Attachment C) if awarded the contract. Valid Responses: 9	
9	Completing the Statements of Qualification	Display
	All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.	

10	Individuals with legal authority to contract	In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business.	Required
IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.			
11	Compliance with Florida Factitious Name Statute	If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.	Display
12	Former Business Names	Under what other former names has your organization or principals holding at least 30% interest operated?	Required
13	Years of Experience	How many years has your company been in business providing the products and services that are subject to this solicitation?	Required
14	Number of Employees	Please provide the number of employees that are employed by your company.	Required
15	Vendor Performance Reference Verification Survey	Please confirm you have provided your Vendor Performance Reference Verification Surveys. Refer to Attachment A-Vendor Performance Reference Verification Survey. Surveys will be checked for complete and accurate contact information which is required. Valid Responses: NA	Optional
16	Licenses and Certifications	I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. Valid Responses: Yes	Required
17	Use of Subcontractors	Will you be using any subcontractors? Valid Responses: [Please Select], Yes, No	Required
18	List of Subcontractors	If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform.	Required
19	Default and Non-Performance History	Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details.	Required
20	Litigation History	Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details?	Required

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

Line Items

#	Qty	UOM	Description	Response
1	1	ea	Tree Trimming Service per tree for 6" or less (DBH) Diameter Base Height as measure at 4.5' from the ground.	Unit Price (Required)
2	1	ea	Tree Trimming Service per tree for greater than 6" (DBH) Diameter Base Height as measured at 4.5' from the ground.	Unit Price (Required)
3	1	ea	Palm Trimming Service per palm for 6" or less (DBH) Diameter Base Height as measured at 4.5' from the ground.	Unit Price (Required)
4	1	ea	Palm Trimming Service per palm for greater than 6" (DBH) Diameter Base Height as measured at 4.5' from the ground.	Unit Price (Required)
5	1	ea	Tree Removal Service per tree for 0" - 6" (DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding.	Unit Price (Required)
6	1	ea	Tree Removal Service per tree for 7" - 12"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding.	Unit Price (Required)
7	1	ea	Tree Removal Service per tree for 13" - 18"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding.	Unit Price (Required)
8	1	ea	Tree Removal Service per tree for 19" - 24"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding.	Unit Price (Required)
9	1	ea	Tree Removal Service per tree for 25" - 30"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding.	Unit Price (Required)
10	1	ea	Tree Removal Service per tree for 31" - 36"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding.	Unit Price (Required)
11	1	ea	Tree Removal Service per tree for 37" - 42"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding.	Unit Price (Required)
12	1	ea	Tree Removal Service per tree for 43" - 48"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding.	Unit Price (Required)
13	1	ea	Tree Removal Service per tree for 49" - 54"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding.	Unit Price (Required)
14	1	ea	Tree Removal Service per tree for 55" - 60"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding.	Unit Price (Required)
15	1	ea	Tree Removal Service per tree for 61" - 66"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding.	Unit Price (Required)

16	1	ea	Stump Grinding Service Only.	Unit Price (Required)
17	1	yd3	Vine and Shrub clean-up and removal service.	Unit Price (Required)



20-05-JW

**Southern Arbor Services
Supplier Response**

Event Information

Number: 20-05-JW
Title: City-Wide Tree Trimming, Removal and Maintenance Services
Type: Request for Proposals
Issue Date: 1/29/2020
Deadline: 2/20/2020 02:00 PM (ET)
Notes: The City of Deerfield Beach is soliciting sealed responses from qualified vendors for City-Wide Tree Trimming, Removal and Maintenance Services, in accordance with the terms, conditions and scope of services of the above-mentioned formal competitive solicitation.

Contact Information

Contact: Jeremin Worlds, Senior Buyer

Address: Purchasing and Contract Administration Division
A
2nd
401A SW 4th Street
Deerfield Beach, FL 33441
Phone: (954) 480-4415
Fax: (954) 480-4388
Email: jworlds@deerfield-beach.com

Southern Arbor Services Information

Contact: Kelli Altman
Address: 2651 NE 52nd St
Lighthouse Point, FL 33076
Phone: (954) 695-8987
Toll Free: (954) 603-7878
Email: contact@southernarborservices.com

By submitting this Response I affirm I have received, read and agree to the all terms and conditions as set forth herein. I hereby recognize and agree that upon execution by an authorized officer of the City of Deerfield Beach, this Response, together with all documents prepared by or on behalf of the City of Deerfield Beach for this solicitation, and the resulting Contract shall become a binding agreement between the parties for the products and services to be provided in accordance with the terms and conditions set forth herein. I further affirm that all information and documentation contained within this response to be true and correct, and that I have the legal authority to submit this response on behalf of the named Supplier (Offeror).

Damon Marotta

Signature

Submitted at 2/12/2020 4:02:22 PM

contact@southernarborservices.com

Email

Requested Attachments

Proof of Insurability

combineINSURANCEpdf.pdf

Provide proof of insurability meeting the minimum insurance requirements stated in INSURANCE REQUIREMENTS. This is typically accomplished by submitting a current and active Certificate of Insurance, a sample (for bidding purposes only) Certificate of Insurance, or a letter from the insurer certifying that the Offeror does have the capacity and capability to obtain the required insurance.

Copies of Applicable Licenses and Certifications

credentials combinepdf.pdf

Submit copies of any required licenses and/or certifications that are required to perform the work, applicable to the work, or relative to supporting your firm's qualifications.

Local Business Tax Receipt

SalesTax 3.pdf

Submit a copy of your firm's local business tax receipt for the principal place of business.

W-9 Form

w9.pdf

Offeror shall submit their W-9 Form with the response.

Schedule of Participation from Disadvantage Business Entity(s)

No response

Offeror shall list each of the proposed DBE(s) or CBE(s) or SBE(s), the type of work each firm will perform, and the projected subcontract dollar amount and/or percentage of professional fees to be awarded, if selected.

Experience and Qualifications

Kelli Damon Marotta Resume 2020.pdf

Describe the entities experience and qualifications. Include resumes of key individuals and staff. Provide information on how your firm meets or exceeds the minimum qualifications required.

Past Projects

Customer List12920.pdf

Offeror shall identify three (3) projects within a minimum of three (3) years where the Offeror has provided Tree Trimming Removal and Maintenance Services as requested in this solicitation. Please provide the following information for each project: 1. The name of the project, the owner, year performed, dollar amount of project and the project location. 2. A description of the project. 3. A reference, including a contact name, addresses and phone number. This reference should be the staff member who was in charge of the project.

Offerors shall complete the Vendor Performance Reference Verification Survey Form and shall be completed by your firm (5) references and provide it with your Response Attachments.

Ethics Code Disclosure

1Donations-.pdf

Offeror shall provide the following information.

a. Include a listing of all campaign contributions to a City Commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company): b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable: c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agent(s), and what was done to rectify the violation: If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Response Attachments

City of Deerfield #1.pdf

City of Deerfield #1

City of Deerfield #3.pdf

City of Deerfield #3

combinesurveypdf.pdf

City of Deerfield #2- Survey

City of Deerfield #4.pdf

City of Deerfield #4-Background check Affidavit

Bid Attributes

1	Drug-Free Workplace Programs Whenever two or more bids, proposals, or replies that 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, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In accordance with Florida Statutes, Chapter 287, Section 287.087, Vendor hereby affirms that their business does: (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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 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 this section. Yes
2	Indemnification To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Agreement; provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, or personal injury, or property damage; but only to the extent caused in whole or in part by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, or regardless of whether or not caused in whole or in part by the negligent acts, errors, or omissions of the City its officers, agents, volunteers, or employees, unless such negligent acts, errors, or omissions constitute gross negligence or intentional misconduct. The City reserves the right, but not the obligation, to participate in defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Agreement. Vendor Indemnifies City

3 Non-Collusive Affirmation

1. Vendor is an authorized Owner, Partner, Officer, Representative, or Agent of the business entity submitting a response to the subject solicitation;
2. Vendor is fully informed respecting the preparation and contents of the response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the vendor nor any of its Officers, Partners, Owners, Agents, Representatives, Employees or Parties in interest, including this affirmant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted; or to refrain from submitting a response in connection with such work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with a vendor, firm or person to fix the price or prices in the attached response or of any other vendor, or to fix an overhead, profit, or cost elements of the submitted price(s) or the submitted price(s) of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work;
5. The price or prices quoted in the response are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affirmant.

☐ Non-Collusion Affirmed

4 Convicted / Suspended / Discriminatory / Complaints Vendor Lists

An Offeror who is on any of the following lists is ineligible for award of the contract, and may not submit a response. A response submitted by an Offeror that is on any of these lists shall be rejected without further consideration.

A person or affiliate who was placed on the convicted offenders list following a conviction of a public entity crime 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 F.S. § 287.017 for category two for a period of 36 months following the date of being placed on the convicted vendor list.

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES:

Convicted Vendor List [pursuant to Section 287.133(3)(d), Florida Statutes]

Suspended Vendor List (pursuant to Rule 60A-1.006, Florida Administrative Code)

Discriminatory Vendor List

Federal Excluded Parties List [pursuant to Sections 287.057(1), (2) and (3), Florida Statutes, and Rule 60A-1.006(1), Florida Administrative Code.

Vendor Complaint List (end list)

Offeror affirms that they are not one any of these lists (Convicted Vendor List, Suspended Vendor List, Discriminatory Vendor List, Federal Excluded Parties List, Vendor Complaint List). and that no action or inaction has been taken to warrant inclusion on any of these lists.

☐ Affirmed

5 Certified Business Entity Affirmation

1. Vendor affirms it or one of its named subcontractors performing at least 50 % of the work to be performed is a Disadvantaged Business Enterprise as evidenced by a Certified Business Entity Certificate. VENDOR SHALL ATTACH CBE CERTIFICATION DOCUMENTATION FOR EACH NAMED TO THE RESPONSE TO THIS SOLICITATION. Please reference Section III – General Terms and Conditions, Article 19 for list of acceptable certifying organizations. 2. Vendor further affirms it has not had a history within the prior five (5) years of non-performance, delinquent fees, liens, or code violations.

☐ I am not a Disadvantaged Business Entity

6 Ethics Code Disclosure

Pursuant to Section 2-505 Chapter 2, Article IX, Known as the City of Deerfield Beach Ethics Code, any applicant for a land use change or development permit requiring approval of the City Commission or any person/entity seeking a City agreement through an Invitation to Bid, request for qualifications or sealed bids process must provide the following information:

a. Include a listing of all campaign contributions to a city commissioner in the past four (4) years, as well as contributions of all officers, directors, shareholders of a corporation (if the applicant is a corporation) or partners (if the applicant is a partnership), or members whether generally or limited (if it's a limited liability company):

b. Disclose all those items that a regulated officer is required to disclose concerning any conflict, whether actionable or non-actionable:

c. Disclose any action that is a violation of this Ethics Code by a regulated officer with the applicant and/or applicant's agents, and what was done to rectify the violation:

If ANY OF THE ABOVE ARE APPLICABLE, ATTACH TO THE RESPONSE ALL NECESSARY AND RELEVANT INFORMATION AND DOCUMENTATION AS INDICATED IN EACH STATEMENT (a., b., and c.)

Not Applicable

7 Verification of Employment Status

Offeror affirms and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment status of:

a. all persons employed by Offeror who will perform employment duties within Florida during the term of the Contract if awarded, and;

b. all persons (including subcontractors) who will be assigned by Offeror to perform work pursuant to the Contract.

The Offeror further acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System shall be a condition of the Contract. Successful Offeror shall annually certify compliance with this requirement in writing to the CITY'S Contract Administrator assigned to the Contract.

Complies with E-Verify Requirement

8 Background Check Affidavit

Offeror affirms to conduct background checks in accordance to the City's Background Check Affidavit (Attachment C) if awarded the contract.

9

9 Completing the Statements of Qualification

All statements and questions require a response and shall be completed as required. Should a statement or question not apply, "not applicable", "none", or a similar statement is sufficient.

10 Individuals with legal authority to contract

In this section include the name and title of each corporate officer, principal, partner, member, or individual, depending on the business structure, with the legal authority to contractually bind the business.

IF THE RESPONSE IS BEING SUBMITTED BY ANYONE OTHER THAN THOSE LISTED, PROVIDE EVIDENCE OF DELEGATED AUTHORITY ON COMPANY LETTERHEAD AND ATTACH SAID EVIDENCE TO THIS RESPONSE.

Kelli Altman-Marotta & Damon Marotta

11 Compliance with Florida Factitious Name Statute

If you are operating under a factitious name attach evidence of compliance with the Florida Factitious Name Statute, FL Statute 865.09, to this response.

1 2	Former Business Names Under what other former names has your organization or principals holding at least 30% interest operated? Southern Arborists Inc.
1 3	Years of Experience How many years has your company been in business providing the products and services that are subject to this solicitation? 7
1 4	Number of Employees Please provide the number of employees that are employed by your company. 9
1 5	Vendor Performance Reference Verification Survey Please confirm you have provided your Vendor Performance Reference Verification Surveys. Refer to Attachment A - Vendor Performance Reference Verification Survey. Surveys will be checked for complete and accurate contact information which is required. No response
1 6	Licenses and Certifications I have attached to this response all licenses and certifications required by and relevant to this solicitation and the work to be performed for both the business entity and individuals. Yes
1 7	Use of Subcontractors Will you be using any subcontractors? No
1 8	List of Subcontractors If using subcontractors state the name of the subcontractor(s), individuals who will perform the work, what work or tasks they will perform. N/A
1 9	Default and Non-Performance History Have you ever been found in default of a contract, failed to complete any work awarded to you, or otherwise been notified of issues of non-performance by a party to any contract with your business? If yes, provide details. No
2 0	Litigation History Does your firm, any principals, staff, employees, or subcontractors who will be assigned to this contract have a conviction or a plea of nolo contendere, regardless of when the plea or conviction occurred, which includes a felony or misdemeanor involving terrorist behavior, violence, use of a dangerous weapon, crimes of moral turpitude or breach of trust/fiduciary responsibility or which raises concerns about building, system, or personal security or is otherwise a job-related crime? If so please provide details? N/A

2
1**Conflicts of Interest**

Offeror affirms that they read and understand Florida Statute 112.313, Standards of conduct for public officers, employees of agencies, and local government attorneys. For purposes of determining any possible conflicts of interest, all respondents must disclose if any City of Deerfield Beach employee is also an owner, or employee of their business. If yes, give person(s) names(s) and position(s) and you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313 with your business.

N/A

Bid Lines

1

Tree Trimming Service per tree for 6" or less (DBH) Diameter Base Height as measure at 4.5' from the ground.

Quantity: 1 UOM: ea Unit Price: Total:

Item Notes: Offerors shall provide a unit cost per tree.

2

Tree Trimming Service per tree for greater than 6" (DBH) Diameter Base Height as measured at 4.5' from the ground.

Quantity: 1 UOM: ea Unit Price: Total:

Item Notes: Offerors shall provide a unit cost per tree.

3

Palm Trimming Service per palm for 6" or less (DBH) Diameter Base Height as measured at 4.5' from the ground.

Quantity: 1 UOM: ea Unit Price: Total:

Item Notes: Offerors shall provide a unit cost per palm.

4

Palm Trimming Service per palm for greater than 6" (DBH) Diameter Base Height as measured at 4.5' from the ground.

Quantity: 1 UOM: ea Unit Price: Total:

Item Notes: Offerors shall provide a unit cost per palm.

5

Tree Removal Service per tree for 0" - 6" (DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding.

Quantity: 1 UOM: ea Unit Price: Total:

Item Notes: Offerors shall provide a unit cost per tree.

6

Tree Removal Service per tree for 7" - 12"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding.

Quantity: 1 UOM: ea Unit Price: Total:

Item Notes: Offerors shall provide a unit cost per tree.

7

Tree Removal Service per tree for 13" - 18"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding.

Quantity: 1 UOM: ea Unit Price: Total:

Item Notes: Offerors shall provide a unit cost per tree.

8

Tree Removal Service per tree for 19" - 24"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding.

Quantity: 1 UOM: ea Unit Price: Total:

Item Notes: Offerors shall provide a unit cost per tree.

9	Tree Removal Service per tree for 25" - 30"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding. Quantity: <u> 1 </u> UOM: <u> ea </u> Unit Price: \$600.00 Total: \$600.00 Item Notes: Offerors shall provide a unit cost per tree.
10	Tree Removal Service per tree for 31" - 36"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding. Quantity: <u> 1 </u> UOM: <u> ea </u> Unit Price: \$700.00 Total: \$700.00 Item Notes: Offerors shall provide a unit cost per tree.
11	Tree Removal Service per tree for 37" - 42"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding. Quantity: <u> 1 </u> UOM: <u> ea </u> Unit Price: \$900.00 Total: \$900.00 Item Notes: Offerors shall provide a unit cost per tree.
12	Tree Removal Service per tree for 43" - 48"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding. Quantity: <u> 1 </u> UOM: <u> ea </u> Unit Price: \$1,000.00 Total: \$1,000.00 Item Notes: Offerors shall provide a unit cost per tree.
13	Tree Removal Service per tree for 49" - 54"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding. Quantity: <u> 1 </u> UOM: <u> ea </u> Unit Price: \$1,400.00 Total: \$1,400.00 Item Notes: Offerors shall provide a unit cost per tree.
14	Tree Removal Service per tree for 55" - 60"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding. Quantity: <u> 1 </u> UOM: <u> ea </u> Unit Price: \$2,000.00 Total: \$2,000.00 Item Notes: Offerors shall provide a unit cost per tree.
15	Tree Removal Service per tree for 61" - 66"(DBH) Diameter Base Height as measured at 4.5' from the ground, includes complete cut-down and stump grinding. Quantity: <u> 1 </u> UOM: <u> ea </u> Unit Price: \$10.00 Total: \$10.00 Item Notes: Offerors shall provide a unit cost per tree.
16	Stump Grinding Service Only. Quantity: <u> 1 </u> UOM: <u> ea </u> Unit Price: \$150.00 Total: \$150.00 Item Notes: Offerors shall provide a unit cost per tree stump.
17	Vine and Shrub clean-up and removal service. Quantity: <u> 1 </u> UOM: <u> yd3 </u> Unit Price: \$120.00 Total: \$120.00 Item Notes: Offerors shall provide a cost per/cubic yard for this service. Supplier Notes: Item #17 \$40.00 per yd X 3 equals 120.00 as per line item request

Response Total: \$9,134.00

COMPETITIVE SOLICITATION VENDOR REFERENCE CHECKLIST

Prepared By: Jeremin Worlds, Senior Buyer
Proposer's Name: Southern Arbor Services Inc.
Project Name: City-Wide Tree Trimming, Removal and Maintenance Services
Project Number: 20-05-JW

Vendor Search Locations	Start Date	Findings	Completed
Convicted Vendor List	3/17/2020	Not on List dated 12/10/19	☒ Yes ☐ No ☐ N/A
Suspended Vendor List	3/17/2020	Not on List dated 12/10/19	☒ Yes ☐ No ☐ N/A
Broward County Criminal Courts	3/17/2020	Damon R. Marotta 3/8/19 Traffic Infractions - Disposed, 1/4/19 Traffic Infraction - Disposed, 7/10/17 Traffic Infraction - Disposed, 02/09/05 Parking Violation - Open, 12/20/16 Traffic Infraction - Disposed, 1/25/16 Traffic Infraction - Disposed, 10/3/14 Traffic Infraction Disposed// Southern Arbor Results - 1/25/16 Small Claims plus damages Reclosed Case, 12/09/08 Traffic Infractions - Pending, 7/06/11 - 11/15/08, 8/28/08 - 03/17/10 Contract and Indebtedness - Disposed	☒ Yes ☐ No ☐ N/A
Miami-Dade County Criminal Courts	3/17/2020	No Record Found	☒ Yes ☐ No ☐ N/A
Palm Beach County Criminal Courts	3/17/2020	Damon R. Marotta, SrVP-Traffic Infractions 8/11/11, 8/11/11, 3/15/05, 01/31/05, 10/30/03 - All Closed // Misdemeanor 8/6/04	☒ Yes ☐ No ☐ N/A
Sunbiz	3/17/2020	Kelli A. Altman-Marotta, President// Damon Marotta, SrVP	☒ Yes ☐ No ☐ N/A
Federal Excluded Parties List	3/17/2020	No Record Found	☒ Yes ☐ No ☐ N/A

Florida Department of Business and Professional Regulations	3/17/2020	No Record Found	☒ Yes ☐ No ☐ N/A
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Name of Reference	Start Date	Completed
Seminole Tribe of Florida Tribal Historic Preservation Office	3/2/2020	☒ Yes ☐ No ☐ N/A
IGM	3/2/2020	☒ Yes ☐ No ☐ N/A
Iron Wedge POA Inc.	3/2/2020	☒ Yes ☐ No ☐ N/A
Currant Capital Real Estate Management	3/2/2020	☒ Yes ☐ No ☐ N/A



VENDOR PERFORMANCE SURVEY

Reference for: City- **Tree Trimming, Removal and Maintenance Services, ITB #20-05-J**

Agency Name: Seminole Tribe of Florida Tribal Historic Preservation Office
Agency Contract: Dave Scheidecker
Contact E-mail: davidscheidecker@semtribe.com
Contact Phone #: (863)983-6549 ex: 12222

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

Our experience with Southern Arbor has been exceptional. They have provided quality work and
services, timely reports, and valuable insight into the health of the Council Oak.

Vendor Name: Dave Scheidecker **Title:** Research Coordinator
 (Please print – Person completing survey)

Signature: [Signature] **Date:** February 10, 2020
 (Person completing survey)

Reference verified by City Employee: Sandra Francis **Date:** 2/26/20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Reference for: City-Wide Tree Trimming, Removal and Maintenance Services, ITB #20-05-JW

Agency Name: IGM
Agency Contract: Peter Hacker
Contact E-mail: innovativegrounds@msn.com
Contact Phone #: 954-494-2906

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

Vendor Name: Peter Hacker Title: Managing Member
(Please print – Person completing survey)

Signature: Peter A. Hacker Date: 1/30/2020
(Person completing survey)

Reference verified by City Employee: Sandra Franco Date: 2/26/20

I.S.A. Tree Risk Assessment Qualification

VENDOR PERFORMANCE REFERENCE
VERIFICATION SURVEY FORM

Reference for: City-Wide Tree Trimming, Removal and Maintenance Services, ITB #20-05-JW

Agency Name: Iron Wedge POA Inc 6028 Glendale Dr Boca Raton, FL
Agency Contract:
Contact E-mail: MARIAN@IRONWEDGEPOA.COM
Contact Phone #: 561-302-2788

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions.

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments

Vendor Name: MARIAN DRAKE Title: Vice President
(Please print Person completing survey)

Signature: [Signature] Date: 1/31/2020
(Person completing survey)

Reference verified by City Employee: Sandra Francis Date: 2/26/20



VENDOR PERFORMANCE REFERENCE VERIFICATION SURVEY FORM

Reference for: City-Wide Tree Trimming, Removal and Maintenance Services, ITB #20-05-JW

Agency Name: Current Capital Real Estate Management

Agency Contract:

Contact E-mail: david@cc-reg.com

Contact Phone #: 561-929-4890

Please rate your experience with the vendor. The completed questionnaire form must be attached with your response. Thank you.

Please use the following rating scale to answer the questions:

Ratings: 1 Poor 2 Good 3 Exceptional 4 Not Applicable

1. Rate the level of commitment of the Contractor when performing the work. 3
2. Rate the competency and accessibility of the personnel performing the work. 3
3. Rate the Contractor's success at keeping you updated and informed of problems and issues. 3
4. Rate the Contractor's knowledge of procedures required by regulatory agencies. 3
5. Rate the Contractor's success at working cooperatively with Owner's personnel. 3
6. Rate the Contractor's ability to meet deadlines. 3
7. Rate the accuracy and completeness of invoices and payment applications. 3
8. Rate the level of comfort and confidence you had in the contractor during the project. 3
9. Rate the overall performance of the Contractor. 3

Additional comments:

Great company to work with!

Vendor Name: David Acquavella **Title:** Property Manager
(Please print – Person completing survey)

Signature: [Signature] **Date:** 2-10-2020
(Person completing survey)

Reference verified by City Employee: Sandra Trancas **Date:** 2/26/20

SECTION VI – SCOPE OF WORK

1. General Requirements

The Contractor shall provide all labor, materials, tools, equipment, vehicles, travel, licenses, insurances, permits and incidentals for City-Wide Tree Trimming, Removal and Maintenance Services including but not limited to pruning and stump grinding for various trees and palms throughout the City on an as-need-basis, in accordance with the terms, conditions, scope of services and specifications of this RFP.

2. Canopy Tree and Palm Trimming/Pruning

Tree and palm trimming/pruning is included in all areas covered under this Contract. The following standards and/or requirements must be followed:

- a. The Contractor shall have an ISA Certified Arborist on-site directly supervising all canopy tree and palm trimming/pruning work.
- b. All trimming/pruning of canopy trees and palms shall be done in accordance with ANSI A300 standards and in compliance with all applicable State, County, and City codes.
- c. Pruning to include structural, thinning, reducing, raising and cleaning.
- d. All tree limbs and branches shall be cut or trimmed back from rooftop at any time work is performed at a building location.
- e. Palm seeds and/or coconuts will be removed from all palms during each visit to a site regardless of the work being conducted.
- f. Contractor shall be responsible for cutting and removing limbs for the purpose of improving traffic lanes and/or pedestrian site lines.
- g. Contractor shall be responsible for all damage to trees and palms as a result of negligence on their part and may be required to replace any tree or palm damaged to a point where it becomes unhealthy or a safety risk as determined by the City.
- h. Contractor shall be subject to fines from the City and/or County for violations to the tree trimming or pruning codes.
- i. Contractor shall conduct visual inspections of all trees and palms while performing the services and report any signs of stress relating to lack of irrigation. The Contractor will report all broken, damaged, and inoperable irrigation systems upon noticing them to the City.
- j. Any work found to be unsatisfactory, deficient, or otherwise does not conform to the level of service and expectations required in the Scope of Services shall be corrected to the satisfaction of the Parks Superintendent or his designee or Code Compliance within forty-eight (48) hours of receipt of notification of such deficiency.
- k. Contractor shall promptly notify the City of any evidence of pest infestations.

- l.** Contractor shall not treat cut surfaces with commercial tree paint.
- m.** Contract shall perform additional services within forty-eight (48) hours at the prices stipulated in the Offerors response.
- n.** Climbing spurs shall not be used when climbing trees, except to climb a tree to be removed or to perform an aerial rescue of an injured worker. Equipment and work practices that damage bark or cambium should be avoided. Rope injury from loading out heavy limbs should be avoided.
- o.** No young trees less than 12 inches trunk diameter shall be pruned. Live branches less than 1.5 inches diameter should not be removed. Dead branches greater than 1.5 inches in diameter (measured at the base of the branch) shall be removed from the canopy of all trees. No live branches greater than 8 inches diameter shall be removed from the tree without authorization from the City's arborist. Remove no more than 20 percent of live foliage from the tree unless indicated in Item p. below.
- p.** Medium and Mature Tree:

 - Weight on main scaffold limbs with included bark shall be reduced by approximately one-third by removing some secondary branches toward the ends of the limbs and/or by removing the end of the branch using a drop-crotch cut.
 - If a medium-aged tree (less than 30 inches trunk diameter) divides into two or more codominant leaders of about equal size in the bottom two-thirds of the tree, reduce the end weight by approximately one-third (you can adjust this percentage depending on the size hole in the canopy that the customer is willing to tolerate) using drop-crotch and thinning cuts on all stems but the one that you believe could become the strongest and most dominant leader. To accomplish this, remove branches growing toward the center and leave those that are oriented outward. Use mostly thinning cuts, not drop-crotch cuts, on larger trees. (Note: On some trees, you may not be able to perform all of this because you cannot remove more than 20 percent of the foliage.)
 - Identify those trees that have included bark in the crotches between codominant stems. Contractor to notify the City of tree with this condition. These trees will be evaluated by the City's arborist for possible cabling. Cabling will be performed under separate contract. Identify limbs and trunks with vertical cracks. The City will make a note of these conditions on their site map.
 - If less than 20 percent of the foliage was removed on a mature tree following procedures 1 and 2 above, thin the canopy to allow more light to reach the ground under the tree and to reduce damage from wind storms. The foliage removed shall be taken primarily from the outer edge of the canopy, not from the interior. Interior branches shall be left on the tree. Do not remove water sprouts from the interior of the tree.
 - Crowns of trees that were cold-damaged or topped will be restored to improve structure and form. Remove or shorten all sprouts except one, which will become the dominant stem at that point. You may remove up to 30 percent of the foliage when performing this work.
- q.** Young Trees (less than 5 years old or less than 12 inches in trunk diameter):

- The primary reasons we prune trees are to improve trunk and branch structure, to remove or shorten low limbs for under-clearance, to thin the canopy to allow better air flow, and to maintain tree health. Although we are concerned with aesthetics, the appearance of the trees will be secondary to health and structural concerns. The single greatest structural concern is the large number of codominant trunks or main leaders.
- The specified pruning may require the removal of up to thirty percent of the foliage in many instances. Under no circumstances shall more than forty percent of the foliage from an individual tree be removed.
- Other than when shortening limbs for clearance over roadways or sidewalks, removal of live limbs smaller than one inch in diameter on the interior of the canopy will not be required. In fact, this is discouraged and is considered unnecessary. Removal of dead limbs or stubs one inch in diameter or larger will be required.
- All pruning is to be done within the scope of the approved techniques as described in ANSI A300-1995. Work is to be done by workers trained in compliance with ANSI Z 133.1 safety regulations as required by OSHA.

3. Co-Dominant Leaders and Stems

Due to the recognized potential hazards associated with codominant leaders, the subordination (shortening using a drop-crotch cut) or removal of one side of a codominant leader is the primary objective. Branches, trunks, or leaders not considered the main leader, two inches (note: use your own number here) diameter or larger should be subordinated or removed. The main leader shall not be subordinated or removed. Codominant leaders are considered to be two or more branches, trunks, or leaders of approximately the same size, originating in close proximity to one another. If there is no stem considerably larger than others, subordinated all but one of them. Where there is included bark as part of the condition, preference should be given to the removal of one side, but only if such removal will not destroy the aesthetic value of the canopy or remove more than forty percent of the foliage.

4. Developing Main Branches

On trees 15 feet or taller, begin to identify some of the main limbs (called scaffold branches) on the tree that will remain on the tree permanently. Scaffold limbs should not have bark inclusions in the crotch. Ideally, these main limbs should be positioned more-or-less radially around the trunk with no scaffold branch directly above another. Scaffold branches should not be opposite one another; they should be spaced about 18 to 36 inches apart along the main trunk. This distributes the weight over a number of well positioned scaffold branches. Many trees will not grow in this manner on their own so you have to encourage this. Do this by reducing the length of, or removing, branches between the scaffold branches. This will send a signal to the remaining branches to grow faster and these faster growing branches will become the scaffold branches.

5. Crown Raising or Lifting

Branches over paved areas should be shortened or removed to allow approximately seven or eight feet (8') of clearance for cars and delivery vans as practical. Over landscape areas and sidewalks they should also be shortened or removed to allow eight feet (8') for pedestrian traffic and utility use as practical. Shortening of branches is the preferred

method for attaining adequate clearance. When pruning is completed, approximately one-half of the foliage should originate from branches on the lower two-thirds of each tree.

6. Thinning

- a. Although small diameter limbs may be pruned where the contractor desires, it will not be necessary to make cuts smaller than one inch in diameter, other than where branches may be shortened to accommodate clearance beneath the canopy.
- a. Thinning is to include the following: remove dead or broken limbs one inch in diameter or larger; if two limbs are crossing or touch each other, shorten or remove one of them; if two limbs (one inch diameter or larger) originate within twelve inches of each other on the trunk, shorten or remove one of them. Clearance from buildings, lights, or other structures should be a minimum of three feet (3') or as practical. Use directional pruning where possible so future growth is directed away from buildings and lights.

7. Palms

All large-growing palms, should be pruned to remove dead fronds, and fronds with a petiole that droops below horizontal. Dead fronds are those with less than 50% green tissue. Only those fronds with petioles drooping below horizontal (9:00-3:00 o'clock) should be removed. All seedpods should also be removed including those originating among remaining fronds. When removing fronds and seedpods, care should be taken so those fronds that are to remain are not nicked or wounded.

8. Structural Pruning of Canopy Trees

- a. Contractor shall provide pruning of canopy trees to establish one dominant central leader. Each tree shall be maintained in accordance with standard horticultural practices to preserve the natural character of the tree which may include some selective hand pruning.
- b. All trees during the pruning operation shall be cut off cleanly utilizing sharpened equipment with all cut material removed on a daily basis.
- c. All shrubs located adjacent to buildings shall be trimmed or pruned such that there is a minimum of two (2) feet clearance between the building and the tree.

9. Work Schedule for Tree Trimming Services

The Contractor shall be responsible for scheduling work with the Parks Superintendent or his designee or Code Compliance in accordance with frequencies and other requirements stipulated in this Contract. The Contractor shall provide the City with a detailed work schedule by the 1st calendar day of every month (example: January 1st for the month of January) which outlines all projected work for that month. The City may require additional services from time to time. The

10. Quantities and Locations for Tree Trimming Services

The City reserves the right to add or delete the number and/or location of the designated types of trees and palms listed under Attachments, Exhibit A – Tree and Palm Inventory as determined by the City for any changes which might become necessary. The projected annual volume of tree trimming service will be determined by the number of times the

services are performed based on the quantity of trees and palms listed under Attachments, Exhibit A – Tree and Palm Inventory.

11. Tree Removal and Stump Grinding

- a. Contractor shall be responsible for the removal and disposal of trees and stumps including any debris that is caused by the removal service. The cost of the stump removal shall be included in the cost of the tree removal. Tree removal and stump grinding services shall be provided on an as-needed-basis.
- b. Contractor may be required to provide stump grinding services only (Refer to Bid Line Item 16 to provide the cost for each tree stump).
- c. Contractor shall provide the complete stump removal up to 18" below grade.
- d. Contractor shall be responsible to remove any tree within forty-eight (48) hours from notification from the Parks Superintendent or his designee or Code Compliance for standard, non-emergency calls.
- e. Contractor shall be capable of providing emergency service and responding within twenty-four (24) hours to remove any tree that is hazard to the public safety.

12. Vine and Shrub Control

- a. All trees and palms shall be kept free of vine and shrub growth at all times unless directed by the Parks Superintendent or his designee or Code Compliance (i.e. this includes vines and shrubs growing on fencing). Chemical applications may not be used to kill vines and shrubs. All vines and shrubs are to be hand removed to include uprooting them from the ground (Refer to Bid Line Item 17 to provide the cost for each cubic yard of vine and shrub removal).
- b. All shrubs located adjacent to buildings shall be trimmed or pruned such that there is a minimum of two (2) feet clearance between the building and the tree.

13. Cleaning

All debris from tree trimming, pruning, removal and stump grinding shall be removed completely from the work site or as directed by the Parks Superintendent or his designee or Code Compliance.

14. Maintenance of Traffic (MOT) Plan

When required to perform any of the services, as determined by the Parks Superintendent or his designee or Code Compliance, the Contractor shall use a Maintenance of Traffic (MOT) plan, and with the least amount of impact on traffic, residential activities, and City operations. All trees and palms in the rights-of-way shall be trimmed or pruned to comply with Florida Department of Transportation (FDOT) specifications for traffic safety. Site distance must be maintained at all times in accordance with FDOT Index 546. Any tree or palm that is not in compliance with FDOT Landscape Guidelines shall be trimmed or

pruned within forty-eight (48) hours of notification at no additional cost. Special attention shall be given for directing the flow of pedestrian and vehicular traffic, especially in areas surrounding schools. At the discretion of the City, the City may require the Contractor to call for and hire off-duty police officer at Contractor's expense, for directing traffic and maintaining safety if in any way the Contractor's operations will curtail the use of the streets, roads and work areas specified herein.

15. Protection of Property

- a. The Contractor shall at all times guard against damage or loss to City property (includes road, facilities, sewers, signage, utilities, irrigation system, plant material, etc.) and any other persons in or around the work site, and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages or loss immediately to the Parks Superintendent or his designee or Code Compliance.
- b. Replacement or repairs shall begin within forty-eight (48) hours of the incident that caused the damage. Failure to restore said damage shall result in a deduction from the Contractors payment for the City's expenses incurred to restore the property to its original condition.
- c. The Contractor and its subcontractor(s) shall clean, repair or replace any item damaged during the performance of the service to the satisfaction of City at no additional cost.

16. Quality Assurance

All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the materials and workmanship on the job throughout the duration of his/her responsibility.

17. Contractor's Equipment

All equipment shall be maintained in an efficient and safe operating condition while performing work under this contract. Equipment shall have proper safety devices maintained at all times while in use. If equipment does not contain proper safety devices and/or is being operated in an unsafe manner, the City may direct the Contractor to remove such equipment and/or operator until the deficiency is corrected to the satisfaction of the City. The Contractor shall be responsible and liable for injury to persons caused by the operation of their equipment.

18. Contractor's Personnel

- a. The City may 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 interests of the City. Contractor shall immediately remove any employee engaged in conduct involving drugs, alcohol consumption or use or possession of firearms/weapons on City premises. The City shall not have any duty to implement or enforce such requirements and such obligation shall be the sole responsibility of the Contractor to immediately address upon the City's notification to the Contractors supervisory staff on-site or the managerial point of contact designated to the contract.

- b. The Contractors personnel performing work on City property shall be in uniforms with the company's name, clean, courteous, sober and competent. The Contractor agrees to be responsible for such personnel. All Contractors' personnel dealing with the public under this contract, shall be identified by name through the use of a nametag or embroidered name on his/her uniform and a photo identification badge. Working without a shirt and proper identification is not permitted and shall be grounds for removal from City property. The Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their personnel while on duty.
- c. At least one (1) employee in a supervisory role at the worksite must be able to communicate clearly and fluently in the "English" language.
- d. All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them.

19. Contractor's Vehicles

- a. Contractor's vehicles used for the maintenance services shall be clean and presentable, in good working condition, identified with the name of the company and properly licensed.
- b. Contractor's vehicles will have assigned vehicle ID #'s and display company name and logo so City staff can denote which vehicles were working at which locations during site inspections.

20. Remedies for Breach/Termination

- a. The quality and acceptance of workmanship will be determined during site inspections by the City. Areas that are determined to be unacceptable shall be corrected by the Contractor at no additional compensation, within twenty-four (24) hours of notification. The Contractor shall not be compensated for the correction of deficient work, nor shall Contractor be entitled to any time extension in connection therewith. The City reserves the right to correct said unacceptable workmanship if the Contractor does not correct said deficiency within twenty-four (24) hours of notification. The City reserves the right to deduct the cost to correct unacceptable workmanship along with \$100 per hour administrative costs from the Contractor's monthly invoice. Unacceptable work shall be deducted from the monthly invoice based on the Bid Line Items submitted by the Contractor.
- b. Should Contractor fail to perform, City shall notify Contractor in writing of such failure and Contractor shall have seven (7) calendar days thereafter to cure such failure. If Contractor is unable or unwilling to cure such failure to perform, then City shall receive a refund equal to the actual cost of a third party to cure such failure and may immediately terminate any contract award for default. In the event of any litigation arising out of or relating hereto, the prevailing party shall be entitled to an award of its attorney's fees and costs at both the trial and appellate levels.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet

File Number: I.D. 2020-327

Agenda Date: 4/7/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Bluewater Movement, Inc. for the Saltwater Slam & Showdown at Sullivan Park, 1633 Riverview Road, on August 15, 2020 from 4:00 pm to 8:00 pm; providing for cancellation of the event if necessary for public health and safety concerns; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Fiscal Impact

Costs: \$945.00

Account Name: Overtime

Account Number: 001-7005-579-10-02

Background/History

The Saltwater Slam & Showdown are local fishing tournaments that have been taking place in Pompano Beach for over 20 years. They are a part of the most popular fishing series in South Florida and are well attended by local residents as well as transient fishing teams that travel to participate in the events. The tournaments serve as a charitable fundraiser for many wonderful non-profit organizations as well.

Current Activity

Parks and Recreation staff received a special event application from Bluewater Movement, Inc. (the "Applicant") to host their Saltwater Slam & Showdown at Sullivan Park (the "Event"). The Event is scheduled to take place on Saturday, August 15, 2020 at Sullivan Park, 1633 Riverview from 4:00pm - 8:00pm. The Applicant is expecting 400 attendees.

As part of the application, the Applicant is requesting approval of the City Commission for the following:

- Authorization to utilize Sullivan Park pavilion, parking lot, and boat slips on Saturday, August 15, 2020 from 6:00am - 10:00pm for vendor setup, the event itself, and breakdown. Loss of fees totals \$480.

Location: Sullivan Park Parking Lot
Date: 8/15/2020
Time: 6:00am - 10:00pm (16 hours)
Rate: \$0.00
Total: \$0.00

Location: Sullivan Park Boat Slip
Date: 8/15/2020
Time: 6:00am - 10:00pm (16 hours)
Rate: \$5.00
of spaces: 6
Total: \$480.00

- Authorization to sell alcoholic beverages at the Event site.
- Staffing fees be provided in-kind for the Event to include Sanitation and Facility staff to maintain the cleanliness of the Event grounds. The estimated costs for facilities staff is \$345 to maintain restrooms, and \$600 in Sanitation staff costs.

The Applicant will be paying for the required Broward Sheriff's Office Law Enforcement and Fire Rescue. Additionally, the Applicant is aware that all larger boats that exceed the size allowed in the Sullivan Park boat slips will need to park and utilize the Two Georges at the Cove Marina.

The enclosed Resolution authorizes the City Manager to cancel the event if necessary for public health and safety concerns.

Recommendation

Staff recommends approval of the Event, including the boat slip fee waiver; however, staff does not recommend approval of the above requested in-kind fees due to the fact that it is not a budgeted subsidy. The Applicant is aware of the staff recommendation.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY BLUEWATER MOVEMENT, INC. FOR THE SALTWATER SLAM & SHOWEDOWN AT SULLIVAN PARK 1633 RIVERVIEW ROAD ON AUGUST 15, 2020 FROM 4:00 PM TO 8:00 PM; PROVIDING FOR CANCELLATION OF THE EVENT IF NECESSARY FOR PUBLIC HEALTH AND SAFETY CONCERNS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Saltwater Slam & Showdown are local fishing tournaments that have been taking place in Pompano Beach for over 20 years; and

WHEREAS, the Bluewater Movement, Inc. (the “Applicant”) intends to hold their Saltwater Slam & Showdown event on August 15, 2020 from 4:00 p.m. to 8:00 p.m. (the “Event”) in the City of Deerfield Beach (the “City”); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), the Event will consist of weigh-ins for the Saltwater Slam & Showdown fishing tournaments, and will include activities for kids, contests to guess the weight of the fish, and food, drinks, and music; and

WHEREAS, the Applicant is requesting staffing resources to be provided in-kind to include an estimated \$345 for Facilities staff to maintain the restrooms and an estimated \$600 for Sanitation staff to cover the cleanliness of the Event grounds; and

WHEREAS, the Applicant will be selling alcohol at the Event, thereby requiring City Commission approval for the Event in accordance with Section 2-542(a)(16) of the City Code; and

WHEREAS, the Applicant is requesting a waiver of the parking fees for the Sullivan Park boat slips from 6:00 a.m. to 10:00 p.m. (the “Fee Waiver”); and

WHEREAS, Staff recommends approval of the Event, including the Fee Waiver, but does not recommend approval of the requested in-kind services as it not a budgeted subsidy; and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application, subject to compliance with all applicable federal, state, and local laws.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission of the City of Deerfield Beach hereby approves the Application for the Event, including the Fee Waivers and requested in-kind services, subject to the Applicant's compliance with all applicable federal, state, and local laws, including compliance with the City's special event regulations and submission of the required proof of insurance and agreement to indemnify, defend and hold the City harmless from claims related to the Event.

Section 3. The appropriate City officials are authorized to do all things necessary to carry out the aims of this Resolution. The City Manager is authorized to cancel the Event for public health and safety concerns if he deems it to be in the best interest of the City.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



SPECIAL EVENT APPLICATION

Application Information	Organization Name: Bluewater Movements, Inc		Today's Date: Dec 30, 2019			
	Contact Name: Jamie Bunn		Email Address: j.bunn@bluewatermovements.com			
	Contact Phone (Home): 954-650-5982		Contact Phone (Cell): 954-650-5982			
	Address: 120 SE 2nd Street		Fax: 954-725-4070			
	City: Deerfield Beach		State: FL Zip Code: 33441			
	Is this Organization ☒ For Profit ☐ Nonprofit					
	*If Nonprofit, please include a copy of the IRS 501(c) 3 tax exemption letter					
Event Information	Name of Event: Saltwater Slam & Saltwater Showdown		Event Date: 6/13 & 8/15			
	Event Address: Sullivan Park - 1633 Riverview Road		City: Deerfield Beach			
	State: FL Zip Code: 33441		Event Category: Athletic/Recreation			
	Purpose of Event: The Saltwater Slam & Showdown are local fishing tournaments that have been taking place in Pompano Beach for over 20 years. They are a part of the most popular saltwater fishing series in South Florida and are well attended by local residents as well as transient fishing teams that travel to participate in the events. The tournaments serve as a charitable fundraiser for many wonderful non-profit organizations as well.					
	Description of Event: The proposed events at Sullivan Park are weigh-ins for the Slam & Showdown fishing tournaments. The weigh-ins are a lot of fun for teams and the community. Family, friends, and spectators attend to see the boats roll in and the big fish hit the scales. The events include activities for kids, contests to guess the weight of fish and win prizes, food, drinks, and music to create a festive atmosphere for anglers and spectators.					
		Date	Day	Start Time	End Time	Anticipated Attendance
	Setup	6/13 & 8/15	Saturday	8am	4pm	30
	Event Day 1	6/13	Saturday	4pm	8pm	300-400
	Event Day 2	8/15	Saturday	4pm	8pm	300-400
	Event Day 3					
Break Down	6/13 & 8/15		8pm	9pm	30	
How many years event has been in existence?		25		Past Attendance: 300-500		
Previous Location(s): Pompano Beach - Hillsboro Inlet Park, Sands Harbor Resort & Marina						
Property Owner's Permission I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary)						
Signature of Property Owner: _____ Date: _____ Phone: _____						

Event Information (Continued from page 1)	Will you require the use of a City park? If yes, please select park: <u>Sullivan Park</u> Will your event require the use of the beach? ☐ Yes ☒ No If yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines Will your event need additional sanitation supplies? ☐ Yes ☒ No Will you require the use of additional City staff/equipment? ☒ Yes ☐ No Will you require parking spaces in Main Beach Parking Lot? ☐ Yes ☒ No If yes, how many spaces are you requesting? Will you require parking spaces along Ocean Way? ☐ Yes ☒ No If yes, how many spaces are you requesting? Will you require parking spaces at the Pier Parking Lot? ☐ Yes ☒ No If yes, how many spaces are you requesting? Will your event require use of the City Showmobile? ☐ Yes ☒ No *A Showmobile Application must be filled out & submitted if using the City Showmobile Are you requesting any of the above fees to be waived by the city? ☒ Yes ☐ No If yes, what fees are you requesting waived? All. We are seeking a licensing agreement with the City of Deerfield to serve as a city sponsor of the fishing tournaments with the city donating use of the park and select city services (parking). *All waiver of fee requests below must be approved by the City Commission.*												
Vendor Information	Will your event be serving food? ☒ Yes ☐ No Number of Food Vendors: <u>1 to 2</u> Where will the food be prepared? <u>Off Site</u> Method used for cooking: <u>Gas & Electric</u> Vendor list provided to the City? ☐ Yes ☒ No Food vendors have all permits/licenses required? ☒ Yes ☐ No Number of other vendors: <u>Est 4 to 6</u> Vendor list provided to the City? ☐ Yes ☒ No Will there be alcohol at this event? (Must be approved by City Commission) ☒ Yes ☐ No If yes, has liquor license been issued? ☐ Yes ☒ No												
Additional BSO/Building Requirements	*If your answer yes to any of the below questions, a permit may be required Will you be using any tents for your event? ☒ Yes ☐ No <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="text-align: center;">Tent Size</th> <th style="text-align: center;"># of Tents</th> <th style="text-align: center;">Tent Location</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">10x10 Pop Ups</td> <td style="text-align: center;">Approx 5 to 6</td> <td style="text-align: center;">Arranged near wash-in area</td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table> Please note: If using tents on City property, the tents must be weighted. Stakes are prohibited Will you be using a stage for your event? ☐ Yes ☒ No Will your event require electricity? ☒ Yes ☐ No Type of electrical power to be used: <u>Property Power</u> Will a generator be used? ☐ Yes ☒ No Size of Generator: ***A generator over 5KW/5000 Watts will require an additional permit Will gas equipment be used? ☐ Yes ☒ No Type of fuel source:	Tent Size	# of Tents	Tent Location	10x10 Pop Ups	Approx 5 to 6	Arranged near wash-in area						
Tent Size	# of Tents	Tent Location											
10x10 Pop Ups	Approx 5 to 6	Arranged near wash-in area											

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☒ Yes ☐ No											
	Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☒ Food Trucks ☐ Fryers ☐ Propane Grills ☒ Warmers/Stoves											
	Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No											
	Type of amusement ride: _____											
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No											
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ***If closing FDOT roads, approval of the City Commission is required											
	Will you be using a licensed professional security company to provide security services for your event? ☒ Yes ☐ No											
	Company Name: <u>Broward Sheriff's Office</u> Contact Person: <u>n/a</u> Contact Number: <u>954-831-8199</u> Will safety equipment be used? ☐ Yes ☒ No											
Promotion Materials	Is your event listed on the web? ☒ Yes ☐ No Provide URL address: <u>bluewatermovements.com</u>											
	How do you plan on marketing your event? (select all that apply) ☒ Outdoor Banners ☐ Radio Ads ☒ Mailings ☐ Newspaper Ads ☐ Outdoor Signs ☐ TV Ads ☒ Flyers ☒ Other											
	Promotional Signs/Banners:											
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Location:	Size:	Description:										
Event Entertainment	Will the event have entertainment? ☒ Yes ☐ No											
	Will amplified sound equipment be used? ☒ Yes ☐ No											
	Will musical entertainment be used? ☐ Yes ☒ No											
Please describe any type of entertainment and sound equipment below:												
<u>A DJ will be in attendance at the weigh-ins for emcee, promotion and entertainment purposes.</u>												
Miscellaneous	Are you charging a fee for the event? ☐ Yes ☒ No											
	How are the proceeds being used? <u>Event proceeds support the police department for the training and other services to the community.</u>											
	Name of benefiting organization: <u>Perry J. Cohen Foundation</u>											
	Contact Person: <u>Pamela Cohen</u> Contact Phone Number: <u>561-322-5611</u>											



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

BLENHEIM MOVEMENTS INC. (insert official name of vendor), hereinafter referred to as "Vendor", agrees through the signing of this document by an authorized party, intending to be legally bound for themselves and their heirs, executors and administrators, covenants and agrees to Indemnify and Hold Harmless and defend the City of Deerfield Beach, the elected and appointed officials of the City of Deerfield Beach, the City Manager, department heads, division heads, supervisors and employees of the foregoing, and their heirs, representatives, successors, executors, administrators and assigns from and against any and all suits and actions including attorneys fees and all costs of litigation and judgments, claims for damages or injuries, including death, to persons or property of whatever kind or character, whether real, personal or mixed, asserted or occurring from every name and description arising out of or incidental to the Vendor's activity at the City of Deerfield Beach, Florida, (describe activity) whether or not due to or caused by the negligence of the City of Deerfield Beach, excluding only the sole negligence of the City of Deerfield Beach. This provision shall also pertain to any claims against the City of Deerfield Beach by any employee of Vendor or anyone directly or indirectly employed by Vendor.

This 9th day of January 2020

[Signature]

Applicant Signature

James R. Dunn II Owner

Print Name

Title

Witnesses

[Signature]

Signature

Julie A. Potter 1/8/20

Print Name

Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or fax to 954-480-4393.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet

File Number: I.D. 2020-305

Agenda Date: 4/7/2020

Status: DEPARTMENTAL BUSINESS

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving the Special Event Permit Application submitted by Lighthouse Capital Partners, Inc. d/b/a Dixie Divers for the 15th Annual Dixie Divers Pier Cleanup Special Event taking place at 200 NE 21st Avenue on June 13, 2020 from 8:00 am to 12:30 pm, and a Night Dive Special Event taking place on June 12, 2020 from 7:30 pm to 9:30 pm; providing for cancellation of the event if necessary for public health and safety concerns; and providing for an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Approval requires a 3/5 vote of the City Commission for adoption

Background/History

Parks and Recreation staff has received a special event application from Dixie Divers (the "Applicant") to host their 15th Annual Dixie Divers Pier Cleanup on Saturday, June 13th from 8:00 AM - 12:30 PM, with registration from 8 AM - 9 AM and the dive taking place from 9 AM - 12 PM. For the past thirteen years Dixie Divers has hosted this cleanup up, removing monofilament fishing line, lead sinkers, and other trash found under the pier.

In addition to their annual cleanup, the Applicant is once again requesting to host a Night Dive under the International Fishing Pier, 200 NE 21st Ave., on Friday, June 12th from 7:30 PM - 9:30 PM with an estimated 80 divers participating. The dive will start from the beach. As part of the dive, the International Fishing Pier will need to be closed to fishermen from 6:30 PM - 10:30 PM for safety. The estimated loss of revenue from fishing during this timeframe is assumed in this year's revenue projections, as this has become an annual event.

As part of the application, the Applicant is requesting approval from the City Commission for the waiver of fees for four (4) parking spaces in the Pier Parking Lot on June 12th and June 13th, six (6) parking spaces along Ocean Way on Friday, June 12th and Saturday, June 13th, and ninety (90) parking spaces in the Main Beach Parking Lot on Saturday, June 13th.

Additionally, the applicant is requesting an additional City lifeguard to assist in the water during the cleanup on Saturday, June 13th as well as an additional 8-yard dumpster to dispose of the trash collected. The total subsidy requested from the City for the parking spaces, additional lifeguard and dumpster are as follows:

Location: Pier Parking Lot

Date: 6/12/2020 Date: 6/13/2020

Time: 5 PM-11 PM (6 hours) Time: 6 AM - 1 PM (7 hours)

Rate: \$4.00 Rate: \$4.00

of Spaces: 4 # of Spaces: 4

Total: \$96.00 Total: \$112.00

Location: Main Beach Parking Lot

Date: 6/13/2020

Time: 6 AM - 1PM (7 hours)

Rate: \$3.00

of Spaces: 90

Total: \$1,890.00

Location: Ocean Way

Date: 6/12/2020 Date: 6/13/2020

Time: 5 PM - 11 PM (6 hours) Time: 6 AM - 1 PM (7 hours)

Rate: \$3.00 Rate: \$3.00

of Spaces: 6 # of Spaces: 6

Total: \$108.00 Total: \$126.00

Additional Lifeguard from 8am - 11am (3hrs) on 6/15/2019 @ \$18.1810 = \$54.54

8 yard garbage dumpster for 6/15/2019 = \$365.23

Total Waiver of Fees: \$2,751.77

The enclosed Resolution provides for the City Manager to cancel the Events if necessary for public health and safety concerns.

Recommendation

Staff recommends the approval of the event application, including the fee waivers, for the Night Dive and Annual Pier Cleanup.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING THE SPECIAL EVENT PERMIT APPLICATION SUBMITTED BY LIGHTHOUSE CAPITAL PARTNERS, INC. D/B/A DIXIE DIVERS FOR THE 15TH ANNUAL DIXIE DIVERS PIER CLEANUP SPECIAL EVENT TAKING PLACE AT 200 NE 21ST AVENUE ON JUNE 13, 2020 FROM 8:00 AM TO 12:30 PM, AND A NIGHT DIVE SPECIAL EVENT TAKING PLACE ON JUNE 12, 2020 FROM 7:30 PM TO 9:30 PM; PROVIDING FOR CANCELLATION OF THE EVENT IF NECESSARY FOR PUBLIC HEALTH AND SAFETY CONCERNS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Lighthouse Capital Partners, Inc. d/b/a Dixie Divers (the “Applicant”) intend to hold a Pier Clean Up event on June 13, 2020 from 8:00 a.m. to 12:30 p.m. and a Night Dive event on June 12, 2020 from 7:30 p.m. to 9:30 p.m. at 200 NE 21st Avenue (collectively, the “Events”) in the City of Deerfield Beach (the “City”); and

WHEREAS, according to the Special Event Permit Application submitted by the Applicant (the “Application”), the Events will consist of volunteers participating in a pier cleanup, including volunteers diving to cleanup under the pier; and

WHEREAS, the Applicant is requesting a waiver of fees for four parking spaces in the Pier Parking Lot on June 12th and June 13th, 6 parking spaces along Ocean Way on June 12th, and June 13th, 90 parking spaces in the Main Beach Parking Lot on June 13th, an additional lifeguard, and an additional 8-yard dumpster (collectively, the “Fee Waivers”); and

WHEREAS, the City Commission finds that it is in the best interest of the City to approve the Application subject to compliance with all applicable federal, state, and local laws and the City Manager’s ability to cancel the Events if necessary for public health and safety concerns.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part hereof.

Section 2. The City Commission of the City of Deerfield Beach hereby approves the Application for the Events, including the Fee Waivers, subject to compliance with all applicable federal, state, and local laws, including compliance with the City’s special event regulations and submission of the required proof of insurance and agreement to indemnify, defend and hold the City harmless from claims related to the Events.

Section 3. The appropriate City Officials are authorized to do all things necessary to carry out the aims of this Resolution. The City Manager is authorized to cancel the Events for public health and safety concerns if he deems it to be in the best interest of the City.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



SPECIAL EVENT APPLICATION

Application Information	Organization Name: DIXIE DIVERS			Today's Date: Feb, 5th 2020		
	Contact Name: Bob Dechert		Email Address: bob@dixiedivers.co			
	Contact Phone (Home): 954-420-0009		Contact Phone (Cell): 954-258-1017			
	Address: 455 South Federal Hwy			Fax: 		
	City: Deerfield Beach		State: FL		Zip Code: 33441	
	Is this Organization ☐ For Profit ☒ Nonprofit* *If Nonprofit, please include a copy of the IRS 501(c) tax exemption letter.					
Event Information	Name of Event: Pier Cleanup			Event Date: June 12th -13th		
	Event Address: Deerfield Beach Intenational Pier, 200 NE 21st Ave			City: Deerfield Beach		
	State: FL		Zip Code: 33441		Event Category: N/A	
	Purpose of Event: Promote safe diving and environmental consciousness through preservation. Getting the community involved in a cleanup action, by removing all the old lead and mono-filament left by fishermen under the Pier. Promoting a fun and healthy event which enables all different ages tp participate in a single community action.					
	Description of Event: Tour Friday night June 12th, as night dive. Saturday, June 13th 8:00 AM - 11:00 AM diving under the pier for the cleanup with volunteers diving, snorkeling and also helping on top of the pier, cleaning, and collecting buckets of trash.					
		Date	Day	Start Time	End Time	Anticipated Attendance
	Setup	une 12th 202	Friday	6:00 PM	7:00 PM	8
	Event Day 1	une 12th 202	Friday	7:30 PM	9:30 PM	80
	Event Day 2	une 13th 202	Saturday	8:00 AM	12:30 PM	850
	Event Day 3					
Break Down						
# of years event has been in existence? 14			Past Attendance: 756			
Previous Location(s): Deerfield Beach International Pier						
Property Owner's Permission I, the undersigned as owner of the property where the event will be located, do hereby grant permission for use of my property for the event described above. City property exempt (no signature necessary). Signature of Property Owner: Date: 2-5-20 Phone: 954-258-1017						

Event Information (Continued from page 1)	Will you require the use of a City park? If yes, please select park. N/A														
	Will your event require the use of the beach?		☒ Yes ☐ No												
	If yes, please make sure to follow the Special Events Permit Conditions for Marine Turtle Guidelines.														
	Will your event need additional sanitation supplies?		☐ Yes ☒ No												
	Will you require the use of additional City staff/equipment?		☒ Yes ☐ No												
	Will you require parking spaces in Main Beach Parking Lot?		☒ Yes ☐ No												
	If yes, how many spaces are you requesting? 90														
	Will you require parking spaces along Ocean Way?		☒ Yes ☐ No												
	If yes, how many spaces are you requesting? 6														
	Will you require parking spaces at the Pier Parking Lot?		☒ Yes ☐ No												
If yes, how many space are you requesting? 4															
Will your event require use of the City Showmobile?*		☐ Yes ☒ No													
*A Showmobile Application must be filled out & submitted if using the City Showmobile.															
Are you requesting any of the above fees to be waived by the city?		☐ Yes ☒ No													
If yes, what fees are you requesting waived? 															
All waiver of fee requests below must be approved by the City Commission.															
Vendor Information	Will your event be serving food? ☐ Yes ☒ No		Number of Food Vendors: 												
	Where will the food be prepared? Off Site		Method used for cooking: N/A												
	Vendor list provided to the City?		☐ Yes ☐ No												
	Food vendors have all permits/licenses required?		☐ Yes ☐ No												
	Number of other vendors: 	Vendor list provided to the City? ☐ Yes ☐ No													
	Will there be alcohol at this event? (Must be approved by City Commission)		☐ Yes ☐ No												
If yes, has liquor license been issued?		☐ Yes ☐ No													
Additional BSO/Building Requirements	*If you answer yes to any of the below questions, a permit may be required*														
	Will you be using any tents for your event?		☐ Yes ☒ No												
	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="padding: 5px;">Tent Size</th> <th style="padding: 5px;"># of Tents</th> <th style="padding: 5px;">Tent Location</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">10 x 10 Feet</td> <td style="padding: 5px;">2</td> <td style="padding: 5px;">In front of first 2 meters of south of Pier</td> </tr> <tr> <td style="padding: 5px;"> </td> <td style="padding: 5px;"> </td> <td style="padding: 5px;"> </td> </tr> <tr> <td style="padding: 5px;"> </td> <td style="padding: 5px;"> </td> <td style="padding: 5px;"> </td> </tr> </tbody> </table>			Tent Size	# of Tents	Tent Location	10 x 10 Feet	2	In front of first 2 meters of south of Pier						
	Tent Size	# of Tents	Tent Location												
	10 x 10 Feet	2	In front of first 2 meters of south of Pier												
	Please note: If using tents on City property, the tents must be weighted. Stakes are prohibited														
	Will you be using a stage for your event?		☐ Yes ☒ No												
	Will your event require electricity?		☐ Yes ☒ No												
Type of electrical power to be used: Generator															
Will a generator be used? ☐ Yes ☐ No		Size of Generator: Under 5KW (5000 Watts)													
***A generator over 5KW/5000 Watts will require an additional permit.															
Will gas equipment be used?		☐ Yes ☒ No													
Type of fuel source: N/A															

Additional BSO/Building Requirements (Continued from page 2)	Will cooking equipment be used? ☐ Yes ☒ No			
	Type of cooking equipment (check all that apply): ☐ Charcoal Grills ☐ Food Trucks ☐ Fryers ☐ Propane Grills ☐ Warmers/Sternos			
	Will the event include amusement rides, inflatables or children's games? ☐ Yes ☒ No			
	Type of amusement ride: N/A			
	Will the event include the use of fireworks or other pyrotechnics? (describe below) ☐ Yes ☒ No			
	Are you requesting any roads to be closed? (Please Note: If yes, please complete the City of Deerfield Beach Temporary Road Closure Request.) ☐ Yes ☒ No ***If closing FDOT roads, approval of the City Commission is required.			
	Will you be using a licensed professional security company to provide security services for your event? ☐ Yes ☒ No			
Company Name: 		Contact Person: 		
Contact Number: 		Will safety equipment be used? ☐ Yes ☒ No		
Promotion Materials	Is your event listed on the web? ☒ Yes ☐ No		Provide URL address: www.dixiedivers.com also Facebook/dixiedivers	
	How do you plan on marketing your event? (select all that apply)			
	☒ Outdoor Banners ☐ Radio Ads ☐ Mailings ☐ Newspaper Ads ☒ Outdoor Signs ☐ TV Ads ☒ Flyers ☒ Other			
	Promotional Signs/Banners:			
	Location:		Size:	Description:
Directional Signs:				
Location:		Size:	Description:	
Event Entertainment	Will the event have entertainment? ☐ Yes ☒ No			
	Will amplified sound equipment be used? ☐ Yes ☒ No			
	Will musical entertainment be used? ☐ Yes ☒ No			
	Please describe any type of entertainment and sound equipment below: 			
Miscellaneous	Are you charging a fee for the event? ☐ Yes ☒ No			
	How are the proceeds being used? 			
	Name of benefiting organization: 			
	Contact Person: 		Contact Phone Number: 	



HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Dixie Divers (insert official name of vendor), hereinafter referred to as 'Vendor', agrees through the signing of this document by an authorized party, intending to be legally bound for themselves and their heirs, executors and administrators, covenants and agrees to Indemnify and Hold Harmless and defend the City of Deerfield Beach, the elected and appointed officials of the City of Deerfield Beach, the City Manager, department heads, division heads, supervisors and employees of the foregoing, and their heirs, representatives, successors, executors, administrators and assigns from and against any and all suits and actions including attorneys fees and all costs of litigation and judgments, claims for damages or injuries, including death, to persons or property of whatever kind or character, whether real, personal or mixed, asserted or occurring from every name and description arising out of or incidental to the Vendor's activity at the City of Deerfield Beach, Florida, (describe activity) whether or not due to or caused by the negligence of the City of Deerfield Beach, excluding only the sole negligence of the City of Deerfield Beach. This provision shall also pertain to any claims against the City of Deerfield Beach by any employee of Vendor or anyone directly or indirectly employed by Vendor.

This 5 day of February 2020

[Signature]
Applicant Signature

Rob Dechert
Print Name

Co-owner
Title

Witnesses
[Signature]
Signature

Sebastian Mejia
Print Name

2/5/20
Date

Please submit completed application to the Community Events and Outreach Division located at the City of Deerfield Beach, 401A SW 4th St., Deerfield Beach, FL 33441 or fax to 954-480-4393.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet

File Number: I.D. 2020-365

Agenda Date: 4/7/2020

Status: ADDENDUM

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, authorizing City Manager David Santucci, Chief Financial Officer Stephanie Tinsley, and Assistant City Manager Angelia Adediran to execute checks on behalf of the City; providing for conflicts, severability and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

The City's policies and procedures require at least two (2) signatures on City Checks. Due to recent staffing changes, staff is hereby requesting an update to the signatories for the City's accounts. The signatures of two (2) of the authorized individuals shall be required for checks, drafts or other actions related to City accounts at banking and financial institutions.

Recommendation

Staff recommends approval of the three (3) signers indicated in order to facilitate continued operations in the absence of one (1) of the approved signatories.

RESOLUTION NO. 2020/

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
DEERFIELD BEACH, FLORIDA, AUTHORIZING CITY MANAGER
DAVID SANTUCCI, CHIEF FINANCIAL OFFICER STEPHANIE
TINSLEY, AND ASSISTANT CITY MANAGER ANGELIA ADEDIRAN
TO EXECUTE CHECKS ON BEHALF OF THE CITY; PROVIDING
FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

WHEREAS, the City's policies and procedures require two signatures from authorized employees for the issuance of City checks and drafts, or to take other authorized actions related to City accounts at banking and financial institutions; and

WHEREAS, three individuals have been authorized to sign checks to facilitate continued operations in the absence of one of the approved signatories; and

WHEREAS, City staff is requesting to update the signatories to address staff changes and compliance with City policies and procedures; and

WHEREAS, the City's third-party administrator, John's Eastern Company, Inc., requires access to a City checking account that is utilized to process and facilitate the timely payment of workers compensation and general liability claims (the "Claims Payment Account"); and

WHEREAS, payments from the Claims Payment Account only relate to workers compensation and general liability claims and are pre-approved by City staff prior to each check run; and

WHEREAS, City staff recommends authorizing City Manager David Santucci and Chief Financial Officer Stephanie Tinsley to execute City checks and drafts on behalf of the City, including checks on the City's Claims Payment Account and other City accounts maintained at Wells Fargo, and for Assistant City Manager Angelia Adediran to execute checks and drafts in the absence of the City Manager or Chief Financial Officer or in emergency or exigent circumstances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. The City Commission hereby authorizes City Manager David Santucci and Chief Financial Officer Stephanie Tinsley to execute City checks and drafts on behalf of the City, including checks from the City's Claims Payment Account and other City accounts maintained at Wells Fargo, and to take other authorized actions related to City accounts at banking and financial institutions. In the absence of the City Manager or Chief Financial Officer or in emergency or exigent circumstances, the City Commission authorizes Assistant City Manager Angelia Adediran to execute City checks and drafts and to take other authorized actions related to City accounts at banking and financial institutions.

Section 3. All resolutions, and parts of resolutions, that conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. Should any section, provision or word of this Resolution be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof other than the part declared to be invalid.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet

File Number: I.D. 2020-366

Agenda Date: 4/7/2020

Status: ADDENDUM

In Control: City Commission

Title

EMERGENCY ORDINANCE 2020/ - AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING ARTICLE II "CIVIL EMERGENCIES" OF CHAPTER 30 "EMERGENCY SERVICES" TO PROVIDE FOR ADDITIONAL EXTENSIONS OF A STATE OF LOCAL EMERGENCY; PROVIDING FOR CONFLICTS, SEVERABILITY, PUBLICATION, AND AN EFFECTIVE DATE.

Recommended Action

Commission to vote on Ordinance

Voting Requirement

Adoption of this Emergency Ordinance requires a 4/5 affirmative vote of the City Commission.

Background/History

On March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to Novel Coronavirus Disease 2019 ("COVID-19"). On March 13, 2020, the Mayor issued Executive Order 2020-01, declaring a state of local emergency in the City of Deerfield Beach.

Section 30-28 of the City Code provides that the maximum period of any state of local emergency declared by the Mayor shall be 7 days, but the City Commission may extend the state of local emergency for an additional period of up to 30 days with no further extensions provided for in the City Code.

On March 17, 2020, the City Commission adopted Resolution 2020/336, extending the state of local emergency until April 17, 2020.

As of today, the City is aware of confirmed cases of COVID-19 within its jurisdictional boundaries, the confirmed cases in the County are increasing daily and the United States now has more total reported confirmed cases than any other country.

President Trump has extended the federal social distancing guidelines through April 30, 2020, which is after when the current City emergency declaration is set to expire.

On April 1, 2020, Governor DeSantis issued Executive Order 20-91, directing what is effectively a Safer at Home Order statewide with an initial expiration of April 30, 2020, which is after the current City emergency declaration set to expire on April 17, 2020.

Current Activity

Due to the evolving COVID-19 emergency and the Federal and State orders and CDC guidelines, staff is recommending approving the enclosed Emergency Ordinance to amend the City Code to provide for further extensions of the City's state of local emergency (beyond April 17, 2020), as needed, throughout the duration of this emergency.

Section 3.17 of the City Charter provides that the City Commission may adopt an emergency ordinance at the meeting it is introduced to meet a public emergency affecting life, health, property, or the public peace.

Recommendation

Staff recommends approval.

EMERGENCY ORDINANCE NO. 2020/

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, AMENDING ARTICLE II “CIVIL EMERGENCIES” OF CHAPTER 30 “EMERGENCY SERVICES” TO PROVIDE FOR ADDITIONAL EXTENSIONS OF A STATE OF LOCAL EMERGENCY; PROVIDING FOR CONFLICTS, SEVERABILITY, PUBLICATION, AND AN EFFECTIVE DATE

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to Novel Coronavirus Disease 2019 (“COVID-19”); and

WHEREAS, on March 13, 2020, the Mayor issued Executive Order 2020-01, declaring a state of local emergency in the City of Deerfield Beach; and

WHEREAS, Section 30-28 of the City Code provides that the maximum period of any state of local emergency declared by the Mayor shall be 7 days, but the City Commission may extend the state of local emergency for an additional period of up to 30 days with no further extensions provided for in the City Code; and

WHEREAS, on March 17, 2020, the City Commission adopted Resolution 2020/336, extending the state of local emergency until April 17, 2020; and

WHEREAS, on March 26, 2020, the Broward County Administrator entered Emergency Order 2020-03, announcing a Shelter-in-Place: Safer at Home Policy for County residents; and

WHEREAS, on March 27, 2020, the City Manager issued Emergency Order 2020-04, announcing a Safer at Home order for City residents; and

WHEREAS, as of today, the City is aware of confirmed cases of COVID-19 within its jurisdictional boundaries, and the United States now has more total reported confirmed cases than any other country; and

WHEREAS, on April 1, 2020, Governor DeSantis issued Executive Order 20-91, directing what is effectively a Safer at Home Order statewide with an initial expiration of April 30, 2020, which is after the current City emergency declaration set to expire on April 17, 2020 ; and

WHEREAS, President Trump has extended the federal social distancing guidelines through April 30, 2020, which is after when the current City emergency declaration is set to expire; and

WHEREAS, due to the COVID-19 emergency, the City Commission desires to further extend the state of local emergency, as needed, throughout the duration of this emergency; and

WHEREAS, Section 3.17 of the City Charter provide that the City Commission may adopt an emergency ordinance at the meeting it is introduced to meet a public emergency affecting life, health, property, or the public peace; and

WHEREAS, the City Commissions deems it in the best interest of the City to adopt this Ordinance to allow for further extensions of the state of local emergency beyond April 17, 2020.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above “WHEREAS” clauses are true and correct and are incorporated herein.

Section 2. The City Commission finds and hereby declares that a public emergency affecting life, health, property, or the public peace exists due to the COVID-19 virus and health emergency, thereby justifying the need to adopt this Emergency Ordinance.

Section 3. Chapter 30 “Emergency Services,” Article II “Civil Emergencies” is hereby amended to read as follows:¹

Chapter 30 – Emergency Services

ARTICLE II – CIVIL EMERGENCIES

Sec. 30-28. – Authority to declare and extend a state of emergency; activation of disaster plans.

A state of local emergency shall be declared by executive order of the mayor (or in his/her absence or unavailability the vice mayor) if the mayor finds that an emergency, as defined in F.S. § 252.34, has occurred in the city or that the threat thereof is imminent. All executive orders issued under this article shall indicate the nature of the emergency, the area or areas threatened, and the conditions which have brought the emergency about or which make possible its termination. The executive order shall be promptly disseminated by means calculated to bring its contents to the attention of the general public; and, unless the circumstances attendant upon the emergency prevent or impede such filing, the order shall be filed promptly with the city clerk's office. The maximum period of any state of local emergency declared by the mayor shall be seven days; ~~thereafter~~, the city commission may extend the state of local emergency for ~~an~~ additional periods of up to thirty (30) days each. A majority of the commission may terminate any state of emergency declared by the mayor or city commission at any time by a vote of four members of the commission. Emergency meetings of the city commission shall be convened as provided for in Section 3.15(5) of the City Charter and as otherwise permitted by state law.

¹ Additions to existing City Code text are shown in underline. Deletions to existing City Code text are shown in ~~strikethrough~~.

Section 4. All sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. The provisions of this Ordinance are declared to be severable, and, if any section, sentence, clause and/or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand despite the invalidity of any part.

Section 6. The City Clerk is hereby directed to publish this Ordinance once in a newspaper of general circulation within the County in accordance with Section 3.17(2) of the City Charter.

Section 7. That this Ordinance shall be effective immediately upon adoption. Pursuant to Section 3.17 of the City Charter, this Ordinance shall be repealed as of the 61st day following the date on which it is adopted, unless reenacted under regular procedures, or if the emergency still exists, in the manner specified under Section 3.17 of the City Charter.

PASSED ON THIS _____ DAY OF _____, 2020.

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet

File Number: I.D. 2020-367

Agenda Date: 4/7/2020

Status: ADDENDUM

In Control: City Commission

Title

Resolution 2020/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, extending the State of Local Emergency regarding COVID-19 until May 17, 2020; ratifying and approving all emergency orders and actions taken by the City Manager concerning or related to the COVID-19 Emergency; authorizing the City Manager to take appropriate actions; providing an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to Novel Coronavirus Disease 2019 ("COVID-19"). On March 13, 2020, the Mayor issued Executive Order 2020-01, declaring a state of local emergency in the City of Deerfield Beach.

Section 30-28 of the City Code provides that the maximum period of any state of local emergency declared by the Mayor shall be 7 days, but the City Commission may extend the state of local emergency for an additional period of up to 30 days with no further extensions provided for in the City Code. On March 17, 2020, the City Commission adopted Resolution 2020/336, extending the state of local emergency until April 17, 2020.

As of today, the City is aware of confirmed cases of COVID-19 within its jurisdictional boundaries, the confirmed cases in the County are increasing daily and the United States now has more total reported confirmed cases than any other country. President Trump has extended the federal social distancing guidelines through April 30, 2020, which is after when the current City emergency declaration is set to expire.

On April 1, 2020, Governor DeSantis issued Executive Order 20-91, directing what is effectively a Safer at Home Order statewide with an initial expiration of April 30, 2020, which is after the current City emergency declaration set to expire on April 17, 2020.

On April 7, 2020, the City Commission is also considering adoption of an emergency ordinance to provide for further extensions of the state of local emergency for periods of up to 30 days each (the

“Emergency Ordinance”).

The City Manager has issued Emergency Orders, including Emergency Order 2020-04 announcing a Safer at Home order for City residents, to deal with the emergency and mitigate the harm posed by COVID–19 as referenced therein and as further described in County, State, and Federal declarations concerning COVID-19.

Current Activity

Due to the continued evolving nature of COVID-19, Federal and State orders, CDC recommendations concerning public gatherings, and the increasing local confirmed cases, City staff recommends that the City Commission further extend the State of Local Emergency until May 17, 2020, and ratify and approve the orders and actions taken by the City Manager due to the COVID-19 emergency.

Recommendation

Staff recommends approval.

RESOLUTION NO. 2020/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, EXTENDING THE STATE OF LOCAL EMERGENCY REGARDING COVID-19 UNTIL MAY 17, 2020; RATIFYING AND APPROVING ALL EMERGENCY ORDERS AND ACTIONS TAKEN BY THE CITY MANAGER CONCERNING OR RELATED TO THE COVID-19 EMERGENCY; AUTHORIZING THE CITY MANAGER TO TAKE APPROPRIATE ACTIONS; PROVIDING AN EFFECTIVE DATE

WHEREAS, Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida due to COVID-19; and

WHEREAS, Section 30-28 of the City of Deerfield Beach Code of Ordinances (the “City Code”) empowers the Mayor to declare a state of local emergency by executive order if the Mayor finds that an emergency, as defined in Section 252.34, Fla. Stat., has occurred in the City or that the threat thereof is imminent; and

WHEREAS, Section 252.34(4), Fla. Stat., defines an “emergency” to mean “any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property”; and

WHEREAS, COVID-19 poses an imminent threat that may result in substantial injury or harm to the population; and

WHEREAS, on March 13, 2020, the Mayor issued an Executive Order declaring a State of Local Emergency in the City of Deerfield Beach (the “State of Local Emergency”); and

WHEREAS, pursuant to Section 30-28 of the City Code, the maximum period of any state of local emergency declared by the Mayor shall be 7 days, but the City Commission may extend the state of local emergency for an additional period of up to 30 days; and

WHEREAS, on March 17, 2020, the City Commission extended the State of Local Emergency until April 17, 2020; and

WHEREAS, the City is aware of confirmed cases of COVID-19 within its jurisdictional boundaries, the confirmed cases within Broward County are increasing daily, and the United States now has more total reported confirmed cases than any other country; and

WHEREAS, the City Manager has issued Emergency Orders to deal with the emergency and mitigate the harm posed by COVID-19 as referenced therein and as further described in County, State, and Federal declarations concerning COVID-19; and

WHEREAS, on March 27, 2020, the City Manager issued Emergency Order 2020-04, announcing a Safer at Home order for City residents; and

WHEREAS, on March 31, 2020, the White House extended the social distancing guidelines through April 30, 2020, which is after the expiration date of the City's current State of Local Emergency (April 17, 2020); and

WHEREAS, on April 1, 2020, Governor DeSantis issued Executive Order 20-91, requiring all persons in Florida to limit their movements and personal interactions outside of their home to only those necessary to obtain or provide essential services or conduct essential activities, and the current expiration date of that order is April 30, 2020; and

WHEREAS, based on the continued evolving nature of COVID-19, Federal and State orders, CDC recommendations concerning public gatherings, and the increasing local confirmed cases, the City Commission desires to further extend the State of Local Emergency; and

WHEREAS, on April 7, 2020, the City Commission adopted an emergency ordinance to provide for further extensions of the state of local emergency for periods of up to 30 days each (the "Emergency Ordinance"); and

WHEREAS, due to the COVID-19 emergency, the City Commission deems it in the best interest of the City to further extend the State of Local Emergency until May 17, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part hereof.

Section 2. Pursuant to Section 30-28 of the City Code and the Emergency Ordinance, the City Commission hereby extends the State of Local Emergency until May 17, 2020, unless terminated earlier by a vote of four members of the City Commission.

Section 3. The City Commission hereby approves, confirms, and ratifies any action taken by the City Manager to protect the public from COVID-19 and to carry on the activities, operations, and functions of the City.

Section 4. The City Manager is hereby authorized to do all things necessary to prepare the City for the State of Local Emergency and to respond to the emergency, including but not limited to exercising the City Manager's emergency powers provided for in Section 30-29 of the City Code.

Section 5. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2020.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

CITY OF DEERFIELD BEACH, FLORIDA
EMERGENCY ORDER NO. 2020-01

WHEREAS, Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 1, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to COVID-19 and providing political subdivisions within the State with the authority to waive procedures and formalities otherwise required by law pertaining to:

- performing of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- entering into contracts;
- incurring obligations;
- employment of permanent and temporary workers;
- utilization of volunteer workers;
- rental of equipment;
- acquisition and distribution, with or without compensation, of supplies, materials and facilities;
- appropriation and expenditure of public funds; and

WHEREAS, on March 13, 2020, the Mayor of Deerfield Beach issued Executive Order 2020-01, declaring a State of Local Emergency; and

WHEREAS, on March 16, 2020, the White House issued guidelines recommending the avoidance of gatherings of 10 people or more; and

WHEREAS, on March 17, 2020, Governor DeSantis issued Executive Order 20-68, setting forth, among other things, certain requirements for bars, pubs, nightclubs and restaurants and supporting the closure of beaches at the discretion of local authorities; and

WHEREAS, on March 17, 2020, the City Commission adopted a Resolution extending the State of Local Emergency in the City through April 17, 2020; and

WHEREAS, during a declared emergency, Section 30-29 of the City Code authorizes the City Manager to invoke provisions related to alcoholic beverages, restricted areas, and curfews, and take a number of actions during a declared state of local emergency if necessary to address the emergency.

NOW, THEREFORE, I David Santucci as City Manager, hereby declare:

Section 1: The Governor's Executive Order 20-68, attached as Exhibit "A", is adopted by the City of Deerfield Beach and incorporated herein.

Section 2: In addition to the requirements of Executive Order 20-68, I hereby order the following:

- a) All public beach areas east of the boardwalk are closed until further notice. On-street parking and the Main Beach Parking Lot is closed.
- b) Effective March 20, 2020 at 10 p.m., and continuing through April 17, 2020, all bars, nightclubs, taverns, pubs, cocktail lounges, breweries, dance halls, movie theaters, halls for hire, auditoriums, bowling alleys, video arcades, and sports and entertainment facilities, including but not limited to such establishments contained within a hotel or other enclosed structure, shall be closed.
- c) Effective March 20, 2020 at 10 p.m., and continuing through April 17, 2020, all restaurants, cafeterias, and other food service establishments shall cease all on-premises dining. Such establishments may continue to operate their kitchens for drive-thru, delivery, take-out, and exterior pick-up food services during their normally permitted hours.
- d) All public gatherings of any type, whether organized or otherwise, of greater than 10 persons are prohibited. Grocery stores, gas stations, convenience stores, retail stores, banks, credit unions, financial institutions, hardware stores, auto-supply stores, hospitals, healthcare and medical facilities, pharmacies, drug stores, medical supply companies, and land or facilities owned and managed by Broward County, the Broward County School Board, the North Broward Hospital District, the State of Florida, and the Federal Government are exempt.
- e) The Deerfield Beach Aquatics Complex, Constitution Park Community Center, Highlands Community Center, Hillsboro Community Center, Johnny Tigner Center, Pioneer Park Tennis Center, the Sullivan Park Splash Pad, and the Middle School Athletic Complex are closed until further notice.
- f) The Center for Active Aging, the Alzheimers and Adult Daycare Center, and the Preschool/Childcare Center, located at 227 NW 2 Street are closed until further notice.
- g) The International Fishing Pier is closed to sightseeing, and only fishing will be allowed from 6 AM to midnight.

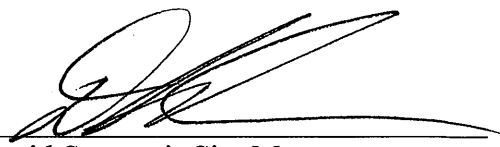
Section 3: This Order shall remain in place as long as the State of Local Emergency is in effect, as amended and extended.

Section 4: The orders and provisions of this Emergency Order and the Governor's Executive Order No. 20-68, may be enforced within the boundaries of the City of Deerfield Beach by the Broward Sheriff's Office, as the City's law enforcement agency.

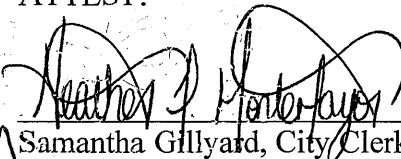
Section 5: Any violation of any rule or regulation issued and set forth herein shall be punishable as provided by the City Code and applicable law.

Section 6: This Order shall take effect immediately upon execution.

ORDERED at 5:00 P.M. this 19th day of March, 2020.


David Santucci, City Manager

ATTEST:


for Samantha Gillyard, City Clerk

CITY OF DEERFIELD BEACH, FLORIDA
EMERGENCY ORDER NO. 2020-02

WHEREAS, Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 1, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared the spread of COVID-19 to be a global pandemic; and

WHEREAS, on March 13, 2020, the Mayor of Deerfield Beach issued Executive Order 2020-01, declaring a State of Local Emergency; and

WHEREAS, on March 16, 2020, the White House issued guidelines recommending the avoidance of gatherings of 10 people or more; and

WHEREAS, on March 17, 2020, Governor DeSantis issued Executive Order 20-68, setting forth, among other things, certain requirements for bars, pubs, nightclubs and restaurants and supporting the closure of beaches at the discretion of local authorities; and

WHEREAS, on March 17, 2020, the City Commission adopted a Resolution extending the State of Local Emergency in the City through April 17, 2020; and

WHEREAS, to reduce the spread of COVID-19, the United States Centers for Disease Control and Prevention ("CDC") and the Florida State Department of Health recommend implementation of community mitigation strategies to increase containment of the virus, including cancellation of large gatherings and social distancing of at least six (6) feet between persons in smaller gatherings; and

WHEREAS, on March 20, 2020, the City Manager entered Emergency Order No. 2020-01, closing all public beach areas east of the boardwalk, closing the Center for Active Aging, the Deerfield Beach Aquatics Complex and other specified City parks and facilities, including closure of the International Fishing Pier for sightseeing but permitting fishing from 6am to midnight; and

WHEREAS, Emergency Order 2020-01 also required all restaurants to cease all on premises dining, but provided for drive-thru, delivery, take-out, and exterior pick-up food services during their normally permitted hours, and ordered the closure of all bars, nightclubs, taverns, pubs, cocktail lounges, breweries, dance halls, movie theaters, halls for hire, auditoriums, bowling alleys, video arcades, and sports and entertainment facilities; and

WHEREAS, on March 22, 2020, the Broward County Administrator entered Emergency Order 2020-01 ordering all non-essential retail and commercial business locations within Broward County to close (the "County Emergency Order").

NOW, THEREFORE, I, David Santucci, as City Manager, pursuant to my emergency authority under Section 30-29 of the City Code, the Declaration of Emergency issued by the Governor, Chapter 252, Florida Statutes, the State of Local Emergency extended by the City Commission, and by the City Comprehensive Emergency Management Plan, declare:

Section 1: This Emergency Order is supplemental and in addition to the Executive Orders issued by the Governor, including but not limited to, Executive Orders 20-70 and 20-71 (collectively, the "Executive Orders"), together with the County Emergency Order, all of which are hereby adopted by the City of Deerfield Beach and incorporated herein. City Emergency Order 2020-01 is hereby incorporated herein.

Section 2: In addition to the requirements of the Executive Orders, the County Emergency Order and City Emergency Order 2020-01, I hereby order the following:

- a) All City parks are closed effective 6:00 a.m. on March 24, 2020 and shall remain closed until further notice. The boat ramp at Pioneer Park is closed effective immediately.
- b) All City buildings are now closed to the general public. Limited services are being provided online, by telephone or by appointment.
- c) In an effort to promote adherence to the latest CDC recommendations regarding public gatherings and social distancing, to address the large number of visitors to the fishing pier from areas outside of the City and the limited capacity of the pier, and recognizing the use of the pier by resident fishermen to provide sustenance during this emergency, effective immediately, access to the International Fishing Pier is limited to residents only for fishing purposes for a maximum of four hours per resident during the period of 6am to midnight, provided that such residents shall practice social distancing and all other measures as advised by the CDC.
- d) Vendors permitted to sell alcoholic beverages in sealed containers for consumption off-premises pursuant to the Governor's Executive Order 20-71 may do so provided such sales are in compliance with Executive Order 20-71, as may be amended. Nothing in this Order or in my prior Emergency Order shall be interpreted to restrict or modify the authorization provided in Executive Order 20-71 for alcoholic beverage sales for off-premises consumption.

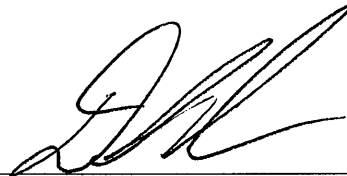
Section 3: This Order shall remain in place as long as the State of Local Emergency is in effect, as amended and extended.

Section 4: The orders and provisions of this Emergency Order, Emergency Order 2020-01, the County Emergency Order and the Governor's Executive Orders, may be enforced within the boundaries of the City of Deerfield Beach by the Broward Sheriff's Office, as the City's law enforcement agency, and by other state or local agencies with jurisdiction.

Section 5: Any violation of any rule or regulation issued and set forth herein shall be punishable as provided by the City Code and other applicable law.

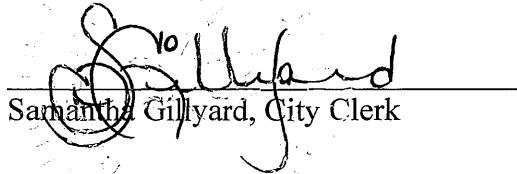
Section 6: This Order shall take effect immediately upon execution.

ORDERED at 12:30 this 23rd day of March, 2020.



David Santucci, City Manager

ATTEST:



Samantha Gillyard, City Clerk

CITY OF DEERFIELD BEACH, FLORIDA
EMERGENCY ORDER NO. 2020-03

WHEREAS, Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 1, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared the spread of COVID-19 to be a global pandemic; and

WHEREAS, on March 13, 2020, the Mayor of Deerfield Beach issued Executive Order 2020-01, declaring a State of Local Emergency; and

WHEREAS, on March 16, 2020, the White House issued guidelines recommending the avoidance of gatherings of 10 people or more; and

WHEREAS, on March 17, 2020, Governor DeSantis issued Executive Order 20-68, setting forth, among other things, certain requirements for bars, pubs, nightclubs and restaurants and supporting the closure of beaches at the discretion of local authorities; and

WHEREAS, on March 17, 2020, the City Commission adopted a Resolution extending the State of Local Emergency in the City through April 17, 2020; and

WHEREAS, to reduce the spread of COVID-19, the United States Centers for Disease Control and Prevention ("CDC") and the Florida State Department of Health recommend implementation of community mitigation strategies to increase containment of the virus, including cancellation of large gatherings and social distancing of at least six (6) feet between persons in smaller gatherings; and

WHEREAS, on March 20, 2020, the City Manager entered Emergency Order No. 2020-01, closing all public beach areas east of the boardwalk, closing the Center for Active Aging, the Deerfield Beach Aquatics Complex and other specified City parks and facilities, including closure of the International Fishing Pier for sightseeing but permitting fishing from 6am to midnight; and

WHEREAS, Emergency Order 2020-01 also required all restaurants to cease all on premises dining, but provided for drive-thru, delivery, take-out, and exterior pick-up food services during their normally permitted hours, and ordered the closure of all bars, nightclubs, taverns, pubs, cocktail lounges, breweries, dance halls, movie theaters, halls for hire, auditoriums, bowling alleys, video arcades, and sports and entertainment facilities; and

WHEREAS, on March 22, 2020, the Broward County Administrator entered Emergency Order 2020-01 ordering all non-essential retail and commercial business locations within Broward County to close; and

WHEREAS, on March 23, 2020, the City Manager entered Emergency Order No. 2020-02, closing certain city facilities to the public, clarifying provisions regarding alcohol sales for off-premises consumption and closing the International Fishing Pier for sightseeing but permitting fishing under certain conditions; and

WHEREAS, on March 24, 2020, the World Health Organization indicated that the United States has the potential to become the center of the COVID-19 pandemic; and

WHEREAS, on March 26, 2020, the Broward County Administrator entered Emergency Order 2020-03 announcing a Shelter-in-Place: Safer at Home Policy for County residents and clarifying certain aspects of County Emergency Order 2020-01 (collectively, County Emergency Order 2020-01 and County Emergency Order 2020-03 are the "County Emergency Orders"); and

NOW, THEREFORE, I, David Santucci, as City Manager, pursuant to my emergency authority under Section 30-29 of the City Code, the Declaration of Emergency issued by the Governor, Chapter 252, Florida Statutes, the State of Local Emergency extended by the City Commission, and by the City Comprehensive Emergency Management Plan, declare:

Section 1: This Emergency Order is supplemental and in addition to the Executive Orders issued by the Governor, including but not limited to, Executive Orders 20-70 and 20-71 (collectively, the "Executive Orders"), together with the County Emergency Orders, all of which are hereby adopted by the City of Deerfield Beach and incorporated herein. City Emergency Order 2020-01 and 2020-02 are hereby incorporated herein.

Section 2: In addition to the requirements of the Executive Orders, the County Emergency Orders and City Emergency Orders 2020-01 and 2020-02, I hereby order the following:

- a) The International Fishing Pier is now closed to the public until further notice.
- b) In an effort to further promote social distancing and adherence to the latest CDC guidelines and close areas where members from different households congregate and use shared facilities, all pools that are amenities of a hotel, motel, homeowners or condominium association, rental apartment or other multifamily development are hereby ordered closed until further notice.
- c) All golf courses within the City are hereby ordered closed until further notice.

Section 3: This Order shall remain in place as long as the State of Local Emergency is in effect, as amended and extended.

Section 4: To the extent of any conflict between this Emergency Order 2020-03 and Emergency Order 2020-01 or 2020-02, this Emergency Order 2020-03 shall control to the extent of such conflict.

Section 5: The orders and provisions of this Emergency Order, Emergency Orders 2020-01 and 2020-02, the County Emergency Orders and the Governor's Executive Orders, may be enforced within the boundaries of the City of Deerfield Beach by the Broward Sheriff's Office, as the City's law enforcement agency, by other state or local agencies with jurisdiction and by the City's Code Compliance Department.

Section 6: Any violation of any rule or regulation issued and set forth herein shall be punishable as provided by the City Code and other applicable law.

Section 7: This Order shall take effect Friday, March 27, 2020 at 12:01 a.m.

ORDERED at 6:00 p.m. this 26th day of March, 2020.



David Santucci, City Manager

ATTEST:


for Samantha Gillyard, City Clerk

CITY OF DEERFIELD BEACH, FLORIDA
EMERGENCY ORDER NO. 2020-04
SAFER AT HOME ORDER

WHEREAS, Novel Coronavirus Disease 2019 ("COVID-19") is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 1, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared the spread of COVID-19 to be a global pandemic; and

WHEREAS, on March 13, 2020, the Mayor of Deerfield Beach issued Executive Order 2020-01, declaring a State of Local Emergency; and

WHEREAS, on March 16, 2020, the White House issued guidelines recommending the avoidance of gatherings of 10 people or more; and

WHEREAS, on March 17, 2020, the City Commission adopted a Resolution extending the State of Local Emergency in the City through April 17, 2020; and

WHEREAS, to reduce the spread of COVID-19, the United States Centers for Disease Control and Prevention ("CDC") and the Florida State Department of Health recommend implementation of community mitigation strategies to increase containment of the virus, including cancellation of large gatherings and social distancing of at least six (6) feet between persons in smaller gatherings; and

WHEREAS, on March 20, 2020, the City Manager entered Emergency Order No. 2020-01, closing all public beach areas east of the boardwalk, closing the Center for Active Aging, the Deerfield Beach Aquatics Complex and other specified City parks and facilities, including closure of the International Fishing Pier for sightseeing but permitting fishing from 6am to midnight; and

WHEREAS, Emergency Order 2020-01 also required all restaurants to cease all on premises dining, but provided for drive-thru, delivery, take-out, and exterior pick-up food services during their normally permitted hours, and ordered the closure of all bars, nightclubs, taverns, pubs, cocktail lounges, breweries, dance halls, movie theaters, halls for hire, auditoriums, bowling alleys, video arcades, and sports and entertainment facilities; and

WHEREAS, on March 22, 2020, the Broward County Administrator entered Emergency Order 2020-01 ordering all non-essential retail and commercial business locations within Broward County to close; and

WHEREAS, on March 23, 2020, the City Manager entered Emergency Order No. 2020-02, closing certain city facilities to the public, clarifying provisions regarding alcohol sales for off-premises consumption and closing the International Fishing Pier for sightseeing but permitting fishing under certain conditions; and

WHEREAS, on March 24, 2020, the World Health Organization indicated that the United States has the potential to become the center of the COVID-19 pandemic; and

WHEREAS, on March 26, 2020, the City Manager entered Emergency Order No. 2020-03, closing the International Fishing Pier, golf courses and pools that are amenities of hotels, motels, community associations, rental apartments and other multifamily developments; and

WHEREAS, since the outbreak of COVID-19 numerous local governments and multiple states have adopted various versions of “shelter in place” and “safer at home” orders, which are designed to protect the health and well-being of the community, to create social distancing, and to minimize contact in an effort to limit community spread of COVID-19; and

WHEREAS, on March 26, 2020, the Broward County Administrator entered Emergency Order 2020-03 announcing a Shelter-in-Place: Safer at Home Policy for County residents and clarifying certain aspects of County Emergency Order 2020-01 (collectively, County Emergency Order 2020-01 and County Emergency Order 2020-03 are the “County Emergency Orders”); and

WHEREAS, as of today, the City of Deerfield Beach is aware of confirmed cases of COVID-19 within its jurisdictional boundaries, and the United States now has more total confirmed cases than any other country; and

WHEREAS, to limit the potential community spread of COVID-19, it is now necessary for the City of Deerfield Beach to implement further restrictions for the general health, safety, and welfare of the community.

NOW, THEREFORE, I, David Santucci, as City Manager, pursuant to my emergency authority under Section 30-29 of the City Code, the Declaration of Emergency issued by the Governor, Section 252.38(3) and 252.46, Florida Statutes, the State of Local Emergency extended by the City Commission, and by the City Comprehensive Emergency Management Plan, declare:

Section 1: This Emergency Order is supplemental and in addition to the Executive Orders issued by the Governor, including but not limited to, Executive Orders 20-70 and 20-71 (collectively, the “Executive Orders”), together with the County Emergency Orders, all of which are hereby adopted by the City of Deerfield Beach and incorporated herein. City Emergency Order 2020-01 and 2020-02 and 2020-03 are hereby incorporated herein.

Section 2: In addition to the requirements of the Executive Orders, the County Emergency Orders and City Emergency Orders 2020-01, 2020-02 and 2020-03, I hereby order the following:

A. Each resident is hereby ordered to stay home and within the entirety of their owned or rented property. The order to stay at home does not require residents to confine themselves to the interior of their homes. Residents may make use of all exterior portions of their homes such as patios, porches, yards, and driveways. Residents may also leave their place of residence and travel to another place in accordance with Section 2(C), below.

B. Unless a person has a Permissible Use as provided for in Section 2(C), below, no person shall travel or be on or upon any public right of way, including but not limited to, streets, canals, or sidewalks, within the boundaries of the City of Deerfield Beach.

C. Permissible Use. Notwithstanding Section 2(A) and (B), all residents and visitors in the City may lawfully engage in the following activities:

- (1) **Essential Businesses.** Residents and visitors may engage in travel to Essential Businesses and provide minimum basic operations to non-essential businesses as identified in Broward County Emergency Orders 20-01 and 20-02, as further refined in Broward County Emergency Order 20-03; and as may be amended or extended. For clarity, businesses may also continue operations consisting exclusively of employees or contractors performing activities at their own residences (i.e., working from home). All Essential Businesses are strongly encouraged to remain open.
- (2) **Emergency Assistance.** Residents and visitors may engage in travel and similar activities to obtain assistance from law enforcement, fire-rescue, or other emergency services.
- (3) **Personal Support Activities.** Residents and visitors may travel to and from their homes to care for or support a friend, companion, family member, pet or livestock, support groups, or a vulnerable person.
- (4) **Work in Support of Essential Businesses.** Residents and visitors in the City may continue to perform work for and in support of businesses authorized to be open to the public in accordance with Broward County Emergency Order 20-01, 20-02, and 20-03, and any local government, the State government, or the Federal government.
- (5) **Outdoor Recreational Activities.** In areas not otherwise closed by a separate Emergency or Executive Order, residents may engage in outdoor activity and recreation while staying six (6) feet apart from another person or group of people, and so as long as residents are in compliance with size of public gatherings as defined in Section 2(G) below.
- (6) **Religious Activities.** Residents and visitors may travel to and from places of worship. Places of worship must comply with Social Distancing Requirements as defined in Section 2(D) below, to the greatest extent feasible and the size of public gatherings as defined in Section 2(G) below. Places of worship are encouraged to livestream their services in lieu of in-person gatherings.
- (7) **Government Employees and Emergency Personnel.** All first responders, emergency and mental health crisis responders, gang intervention specialists and crisis intervention workers, public health workers, emergency management personnel, emergency dispatchers, law enforcement personnel and related contractors, persons working for emergency service providers, and government employees performing work in the course and scope of their employment are categorically exempt from this Order.
- (8) **Public Transit.** Available public transit may be used for the above listed activities. People riding on public transit must comply with Social Distancing Requirements as defined in Section 2(D) below, to the greatest extent feasible.

D. Social Distancing Requirements. A person in a public space shall:

- (1) Practice social distancing by staying at least 6 feet away whenever practicable from another person, excluding immediate family members, caretakers or, household members;
- (2) Cover all coughs and sneezes with their elbow or tissue;
- (3) Not shake hands;
- (4) Not enter any public place if the person exhibits any flu or COVID-19 like symptoms and/or has a fever over 99.9 degrees Fahrenheit unless that person is traveling to or from a hospital, doctor's office, urgent care, walk-in clinic, or pharmacy;
- (5) If a person is exhibiting flu or COVID-19 like symptoms or has a fever over 99.9 degrees Fahrenheit and is seeking medical treatment, the person shall first contact their medical provider by phone before appearing at the medical provider's office; and
- (6) If a person is exhibiting flu or COVID-19 like symptoms or has a fever over 99.9 degrees Fahrenheit and requires a prescription or a refill thereof and the pharmacy has a drive-thru window and/or delivery service, that person shall utilize the drive-thru window and/or delivery service to receive their medication.

E. Essential Businesses Employee Screening. For those businesses deemed to be an Essential Business, as set forth above, these facilities shall implement employee screening and prohibit any employee from entering the premises if they affirmatively answer any of the below questions, as recommended by the Center for Disease Control and Prevention (CDC):

- (1) Have you returned from international travel (anywhere outside the United States) or been on a cruise within the last 14 days?
- (2) Have you been in contact with anyone who has returned from international travel or been on a cruise within the last 14 days?
- (3) Have you been in any gathering of 50 people or more in the last 14 days?
- (4) Have you traveled through any airport within the past 14 days?
- (5) Have you traveled to any area known to have high numbers of positive cases of COVID-19, including but not limited to California, Washington, New Jersey, New York, Connecticut, Massachusetts, or Washington D.C. within the past 14 days?
- (6) Have you experienced signs or symptoms of COVID-19, such as fever over 99.9 degrees Fahrenheit, cough or shortness of breath?

F. Essential Businesses Cleaning Protocols. For those businesses deemed to be an Essential Business, as set forth above, these facilities must make every effort to:

- (1) Provide disinfectant wipes or equivalent for shopping carts and baskets or disinfect shopping carts and baskets after each use.
- (2) Disinfect hourly, at a minimum all check out areas, including but not limited to, conveyor belts, cash registers, and credit card areas.
- (3) Disinfect after closing or before opening all areas of the business that customers may touch or come into contact.
- (4) Require employees or independent contractors present to wash and/or disinfect their hands at least once per hour.
- (5) Clean and disinfect any pen, stylus or screen used to sign receipts after each customer or waive the need to sign a receipt.

- (6) Ensure that no more than 10 people, including staff, are gathered in any particular area of the Essential Business.
- (7) Ensure that customers at checkout are separated by at least 6 feet.
- (8) Disinfect all door handles used by the general public at least hourly during business hours.
- (9) Essential Businesses with waiting rooms must ensure that no person shall be seated within 6 feet of another person and all seats must be disinfected after each use.
- (10) Do not allow more than 25% of their approved maximum capacity into any location.

G. Limit on Gatherings. All gatherings of 10 or more people shall be prohibited except for those identified in Section 2(C) above. Social Distancing Requirements must be observed.

H. Exceptions for Utilities and Government Personnel. Nothing in this Order shall be construed to limit or restrict movement or use of the public rights of way for use by other local governments, the state government, and federal government or their employees, and utility providers and contractors while engaged in their duties.

Section 3: This Order shall be strictly adhered to at all times. This Order may be enforced by the Broward Sheriff's Office, as the City's law enforcement agency, through issuance of Notices to Appear or arrest, pursuant to the provisions of Chapter 252, Florida Statutes, and other applicable State, County and City laws, rules and regulations, or through the issuance of Code Violations and Notices of Violation by the City's Code Compliance Department pursuant to applicable provisions of Chapter 162, Florida Statutes, and the City Code, and by any other state or local agencies with jurisdiction.

Section 4: To the extent of any conflict between this Emergency Order 2020-04 and the City's prior Emergency Orders, this Emergency Order 2020-04 shall control to the extent of such conflict.

Section 5: Any violation of any rule or regulation issued and set forth herein shall be punishable as provided by the City Code, this Order and other applicable law, including but not limited to Chapter 252, Florida Statutes.

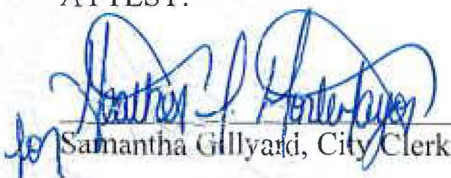
Section 6: This Order shall take effect on 12:01 a.m. on March 28, 2020 and shall remain in full force and effect until terminated.

ORDERED at 4:30pm this 27th day of March, 2020.



David Santucci, City Manager

ATTEST:



Samantha Gillyard, City Clerk

**CITY OF DEERFIELD BEACH
EMERGENCY ORDER NO. 2020-05
FOR USE OF COMMUNICATIONS MEDIA TECHNOLOGY
FOR PUBLIC MEETINGS DURING DECLARED PUBLIC HEALTH EMERGENCY**

WHEREAS, on March 1, 2020, Governor DeSantis issued Executive Order 20-51, directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency in the State of Florida due to Novel Coronavirus Disease 2019 (“COVID-19”); and

WHEREAS, on March 13, 2020, the Mayor issued Executive Order 2020-01, declaring a state of local emergency, which was extended by the City Commission on March 17, 2020; and

WHEREAS, on March 17, 2020, the City Commission adopted Resolution 2020/338, authorizing the City Manager to make provisions for electronic attendance at public meetings during a declared public health emergency; and

WHEREAS, on March 20, 2020, Governor DeSantis issued Executive Order 20-69, “Emergency Management - COVID-19 Local Government Public Meetings”; and

WHEREAS, Executive Order 20-69 suspends any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place, and authorizes a local government body to hold public meetings through the use of communications media technology, subject to the adoption of rules pursuant to Section 120.54(5)(b)2, Fla. Stat.

NOW, THEREFORE, I, David Santucci, as the City Manager, pursuant to my emergency authority under Section 30-29 of the City Code, the Declaration of Emergency issued by the Governor, Chapter 252, Florida Statutes, the State of Local Emergency extended by the City Commission, Resolution No. 2020/338 and by the City Comprehensive Emergency Management Plan, declare:

Section 1: This Emergency Order is supplemental and in addition to the Executive Orders issued by the Governor, including but not limited to Executive Orders 20-51, 20-52 and 20-69, which are hereby adopted and incorporated herein, and the County and City Emergency Orders adopted to date.

Section 2: In accordance with Executive Order 20-69 and City Resolution 2020/338, I hereby order the implementation of the following rules of procedure for public meetings utilizing communications media technology:

- A. *Communications Media Technology.* As used in these rules, “communications media technology” means the electronic transmission of printed matter, audio, full-motion video, freeze-frame video, compressed video, and digital video by any method available.
- B. *Notice of Meeting – Public Access.* Prior to the commencement of any City public meeting utilizing communications media technology, the City shall post notice of the meeting in a manner consistent with Section 286.011, Florida Statutes. The notice shall include instructions on how to access the public meeting by telephone, video conference, or other communications media technology utilized by the City.

- C. *Public Comment.* If a matter on the agenda requires the opportunity for public comment, the notice of the meeting shall also include instructions regarding how and when members of the public may submit comments or questions to be acknowledged or read at the public meeting, which instructions may include a call in number to provide comments during the time the particular matter is opened to the public for discussion or other means of public participation provided for the meeting. Public comment shall be subject to the City's decorum policies.
- D. *Compliance and Minutes.* The City Clerk shall ensure that the public meeting complies with all requirements of Section 286.011, Florida Statutes, that have not otherwise been suspended or waived pursuant to Executive Order 20-69, including the taking of minutes and making minutes open to the public for inspection.
- E. *Quorum.* At least three members of the City Commission (or a majority of any board for other public meetings) must participate in the public meeting. However, physical presence in the meeting chambers is not required and remote participation in compliance with these rules shall count towards the quorum.
- F. *Special Assistance Requests.* Persons who need special assistance from the City to enable them to participate in a public meeting utilizing communications media technology should contact the City Clerk's Office at 954-480-4213 or email web.clerk@deerfield-beach.com at least three calendar days prior to the meeting and the City will attempt to make reasonable accommodations to assist.
- G. *Conflicts.* To the extent that this Order is in conflict with Commission's adopted Rules of Procedure, this Order shall prevail.

Section 3: The appropriate City staff are authorized to take the necessary actions to carry out the aims of this Emergency Order for use of communications media technology. The City Clerk shall cause this Order to be posted at the entrance to City Hall and on the City website, and a written notice shall be issued to the local news media for dissemination.

Section 4: This Order shall take effect immediately upon execution and shall remain in effect until the expiration of the Governor's Declaration of State of Emergency Order No. 20-52 (as provided in Executive Order No. 20-69).

ORDERED at 5:00 pm this 1st day of April, 2020.

By: _____

David Santucci, City Manager
City of Deerfield Beach, Florida



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet

File Number: I.D. 2020-347

Agenda Date: 4/7/2020

Status: CITY COMMISSION
BUSINESS

In Control: City Commission

Title

Consideration to approve voting delegates to the 2020-2021 Board of Directors for Broward League of Cities.

Recommended Action

Motion on decision of Commission

Background/History

The Broward League of Cities sends an annual notice to the Office of the City Clerk regarding the selection of voting delegates to serve on the Board of Directors.

On April 2, 2019, Commissioner Drosky was appointed as the voting delegate; Commissioner Hudak and Vice Mayor Parness were appointed as delegates. The terms are based on the annual dinner; whereby, the appointed official will serve from May 2020 till May 2021.

Current Activity

The League's request is to again appoint a voting delegate, first and second alternate. Upon Commission approval, the City Clerk will confirm the selection to the League. Additionally, the deadline for the appointment is April 30, 2020.



MEMORANDUM

To: City Clerks
From: Mary Lou Tighe, Executive Director
Date: March 16, 2020
Re: 2020-21 Board of Director Appointments

2019-2020 OFFICERS

President Daniel J. Stermer

Mayor, Weston

1st Vice President Traci Callari

Commissioner, Hollywood

2nd Vice President Beverly Williams

Commissioner, Lauderdale Lakes

Secretary Bill Harris

Commissioner, Dania Beach

Treasurer Gary Resnick

Commissioner, Wilton Manors

DIRECTORS

Immediate Past President Tim Lonergan

Commissioner, Oakland Park

Past President Greg Ross

Mayor, Cooper City

Past President Susan Starkey

Vice Mayor, Davie

Past President M. Margaret Bates

Vice Mayor, Lauderhill

Past President Joy Cooper

Mayor, Hallandale Beach

Past President Frank Ortis

Mayor, Pembroke Pines

Barbara Baldassarre

Commissioner, Hillsboro Beach

Peggy Brown

Commissioner, Weston

Felicia Brunson

Commissioner, West Park

Anthony Caggiano

Commissioner, Margate

Joy Carter

Vice Mayor Coral Springs

Mark Douglas

Commissioner, Sunrise

Todd Drosky

Vice Mayor, Deerfield Beach

Rhonda Eaton

Commissioner, Pompano Beach

Michelle Gomez

Mayor, Tamarac

Tom Green

Vice Mayor, Wilton Manors

Dale Holness

Mayor, Broward County

Anabelle Lima-Taub

Commissioner, Hallandale Beach

Bob Mayersohn

Vice Mayor, Parkland

Doug McKay

Mayor, Southwest Ranches

Wayne Messam

Mayor, Miramar

Ashira Mohammed

Mayor, Pembroke Park

Heather Moraitis

Commissioner, Fort Lauderdale

Tim Neal

Councilmember, Sea Ranch Lakes

Lauren Odman

Vice Mayor, Dania Beach

Alfred "Buz" Oldaker

Commissioner, Lauderdale-by-the-Sea

Judy Paul

Mayor, Davie

Iris Siple

Vice Mayor, Pembroke Pines

Matthew Sparks

Mayor, Oakland Park

Lynn Stoner

Mayor, Plantation

Ken Thurston

Mayor, Lauderhill

Becky Tooley

Commissioner, Coconut Creek

Glenn Troast

Mayor, Lighthouse Point

Lorenzo Wood

Vice Mayor, North Lauderdale

Samuel S. Goren, Esquire

Goren Cherof Doody & Ezrol, P.A.

Legal Counsel

Mary Lou Tighe

Executive Director

Sely Cochran

Deputy Executive Director

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is April 30, 2020.** The term will begin on May 16, 2020, when members are sworn in at the Annual Gala and will end in May of 2021.

Please forward the information below to scochrane@browardleague.org.

=====
Municipality: _____

Commissioner/Council Appointments: _____

Director: _____

Alternate: _____

Second Alternate: _____