



E-03-23

Beach Raker

W. D. Thompson Inc.

Supplier Response

Event Information

Number: E-03-23
Title: Beach Cleaning Service
Type: Request for Proposals
Issue Date: 11/10/2022
Deadline: 12/12/2022 02:00 PM (ET)
Notes:

The City of Pompano Beach (the "City") is seeking proposals from qualified companies/firms to provide beach cleaning and debris removal services.

The City will receive sealed proposals until **2:00:00 p.m. (local), December 12, 2022**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the Request for Proposals (RFP) documents and respond to this RFP. The RFP documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from

the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link

Contact Information

Contact: Jeff English
Address: Purchasing
1190 NE 3rd Avenue
Building C
Pompano Beach, FL 33060
Phone: (954) 786-4098
Fax: (954) 786-4168
Email: purchasing@copbfl.com

Beach Raker Information

Contact: Steven Sterneck
Address: 220 NE 13th St
Pompano Beach, FL 33060
Phone: (954) 560-3906
Email: Steve@floridabeachraker.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 Pompano Beach, this Response, together with all documents prepared by or on behalf of the City of Pompano 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).

Steven Sterneck

Signature

Submitted at 12/6/2022 06:40:18 AM (ET)

steve@floridabeachraker.com

Email

Requested Attachments

E-32-22 Proposal

Pompano Beach RFP E-03-23.pdf

Electronic version of proposal must be uploaded to the Response Attachments tab. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB the response must be split and uploaded as two (2) separate files

Bid Attributes

1 Vendor Certification Regarding Scrutinized Companies Lists

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. As the person authorized to electronically sign on behalf of Respondent, I hereby certify by selecting the box below that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified (Certified)

2 Drug-Free Workplace

Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual service, a bid received from a business that certifies that it has implemented a Drug-free Workplace Program shall be given preference in the award process. If bidder's company has a Drug-free Workplace Program as outlined in General Conditions, section 32., indicate that by selecting yes in the drop down menu.

Yes

3 Conflict of Interest

For purposes of determining any possible conflict of interest, all bidders must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". (Note: If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.) Indicate yes or no below with the drop down menu.

4 Acknowledgement of Addenda

Check this box to acknowledge that you have reviewed all addenda issued for this solicitation.

Yes (Yes)

5 Terms & Conditions

Check the box indicating you agree to the terms and conditions of this solicitation.

Agree (Agree)



Supplier Award

E-03-23

Beach Cleaning Service

Award Date: 2/15/23

Beach Raker

Contact Information

Contact: Jeff English

Address: Purchasing

1190 NE 3rd Avenue

Building C

Pompano Beach, FL 33060

Phone: (954) 786-4098

Fax: (954) 786-4168

Email: purchasing@copbfl.com

Beach Raker

W. D. Thompson Inc.

Contact: Steven Sterneck

Address: 220 NE 13th St

Pompano Beach, FL 33060

Phone: (954) 560-3906

Email: Steve@floridabeachraker.com

City of Pompano Beach

RFP E-03-23



Beach Cleaning Service



220 NE 13th Street, Pompano FL 33060

Telephone: 954-560-3906

Fax: 561-892-0344

www.beachraker.net

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A

Beach Raker

220 NE 13th Street, Pompano Beach, FL 33060 | 954-560-3906 | customerservice@floridabeachraker.com

November 14, 2022

City of Pompano Beach
100 W. Atlantic Blvd
Pompano Beach, FL 33060

Subj: Response to City of Pompano Beach RFP No. E-03-23 – Beach Cleaning Service

To Whom It May Concern,

We have read the request for Beach Cleaning Beach Cleaning Service – RFP No. E-03-23 and wish to express our interest in providing the services described in the Request for Proposal for the City of Pompano Beach.

Beach Raker has been providing beach cleaning services to cities, towns, condominiums, resorts, and private estate homes, including the City of Pompano Beach since 1979, for over 40 years. We are the largest full time, professional, beach servicing company in Florida. Our patented equipment and cleaning methods have been developed based on over 40 years of experience cleaning beach front properties in one of the most densely populated areas in the United States.

We work very closely with FWC, FDEP, and County Natural Resources Departments to insure we are compliant with all the regulations regarding beach cleaning methods, turtle nesting, beach erosion control, and beach re-nourishment.

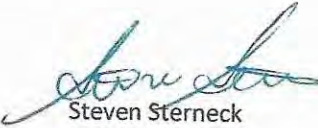
Beach Raker has approximately 275 clients in seven counties: Palm Beach, Broward, Monroe, Miami-Dade, Nassau, Sarasota, and Duval covering 125 miles of beach front. Our municipal accounts include City of Marathon, City of Dania Beach, City of Pompano Beach, The Town of Lauderdale By The Sea, The Village of Key Biscayne, City of Ft. Lauderdale, City of Hollywood, City of Deerfield Beach, Bal Harbour Village, City of Boca Raton, City of Miami Beach, Monroe County, City of Key West, Miami-Dade County, City of Vero Beach, City of Fernandina Beach and City of Jacksonville Beach.

Finally, we are very excited to have the City of Pompano Beach considering Beach Raker to continue to be their service provider.

Thank you for this opportunity,


George (Chip) L. Jones Jr.
President

Beach Raker, LLC
chip@floridabeachraker.com



Steven Sterneck
Vice President
Beach Raker, LLC

steve@floridabeachraker.com

B

Experience

Beach Raker was founded in 1978. Since its inception, Beach Raker has grown to be the largest beach cleaning service provider in Florida cleaning over 125 miles of beach in Broward, Palm Beach, Dade, Nassau, Sarasota, Duval and Monroe Counties. We have over 40 years of experience providing beach cleaning, seaweed raking, Barber Surf Raking, Cherrington Sifting, and Turtle Nest Sub Meter surveying for cities, towns, and over 275 private clients including condominiums, resorts and private estate homes throughout Florida.

Our municipal clients in Broward County include the City of Pompano Beach, Town of Lauderdale-by-the-Sea, Ft. Lauderdale, Hollywood, Deerfield Beach, Town of Hillsboro Beach and the City of Dania Beach. We are the only private company that performs mechanical beach cleaning, and raking in Broward County. Beach Raker's knowledge of regulations, permitting and performing work in Broward County is unmatched.

We work very closely with Florida Fish & Wildlife Conservation Commission (FWC), and the Florida Department of Environmental Protection (FDEP) to ensure we are compliant with all of the latest regulations regarding mechanical beach cleaning, turtle nesting, beach erosion control, and restoration methods. **We are the only private company authorized by FWC in the State of Florida to re-establish washed out Turtle Nests after severe storms in Broward County.** This enables our municipal clients to have their beaches mechanically cleaned and accessible to the public immediately after a severe storm event. Because of our GPS sub-meter technology, we are also permitted by FWC and FDEP to mechanically clean year round, including during turtle nesting season, above the wrack line (upper beach area) in public sections of the beach determined by FWC,. All of these services have been used to improve the conditions of Pompano Beach.

We own specialized beach cleaning equipment and have developed our methods based on over 40 years of experience cleaning beachfront properties in the most densely populated areas of Florida. We have provided a complete list of our beach cleaning equipment in this RFP response. We feel our equipment list alone speaks for itself as far as our commitment to providing the latest beach cleaning technology to our clients, including the City of Pompano Beach.

We have included a list of municipal references in this proposal for your review. We feel this list of clients more than demonstrates Beach Raker's expertise and experience with providing services similar to those required by this RFP for municipalities.

We are confident that there is no other company in Florida that offers the breadth of services, nor has the depth of knowledge that we have in the field of beach cleaning and maintenance.

Similar Projects

We are currently providing Beach Cleaning Services for (19) nineteen municipalities: the City of Pompano Beach, the Town of Lauderdale-by-the-Sea, the City of Dania Beach, the City of Marathon, Miami Dade County, Jacksonville Beach, City of Key West, City of Miami Beach, Nassau County, City of Fernandina Beach, Monroe County, Bal Harbour Village, City of Hollywood, City of Vero Beach, City of Ft. Lauderdale, City of Deerfield Beach, City of Venice Beach, City of Boca Raton and the Village of Key Biscayne. References for these projects are listed in this proposal. We have provided beach cleaning services for the City of Pompano Beach for over 40 years, and the Town of Lauderdale-by-the-Sea for 20 years.

Beach Raker has never failed to complete any project that it has been awarded. We have met or exceeded our client's expectations in regards to seaweed raking, beach cleaning, sand sifting and turtle nest surveying. We take great pride in living up to the contract requirements and scope expectations of all of our clients.

Experience with the City of Pompano Beach

Beach Raker has been performing beach raking, and cleaning services for over 40 years in the City of Pompano Beach. Many of our employees live locally in the City of Pompano Beach. Our headquarters is located in Pompano Beach, where we have a one acre facility that houses our main office and our 4,000 sq. ft. service and fabrication facility. At our facility we self-perform service, and repair for our fleet of Kubota tractors, Barber Surf Rakes, Cherrington sand sifters, Beach Tech equipment, as well as the many other specialized pieces of equipment that we use on the beach. Our patented Seaweed Rakes are designed and fabricated in our facility in Pompano Beach. We feel it is our responsibility as the "expert" in the practice of beach cleaning and beach maintenance to continuously develop new practices and methods. These methods and practices have been incorporated into the services that we provide to the City of Pompano Beach.

For the City of Pompano Beach, we rake and integrate seaweed at the tide line. This method helps build up the beachfront and helps slow down beach erosion. The seaweed decomposes naturally below the sand once it is integrated and builds up the shore. In the past, we have had clients ask us about removing seaweed from the beach instead of integration. Removal of seaweed from the beach results in removal of mass quantities of sand from the beach which we feel is a detriment to the environment and the beach. Also this process is significantly more costly for our clients. That is why we believe that integration of seaweed at the wrack line is the most cost effective and environmentally safe practice for dealing with seaweed deposits.

During turtle nesting season, we survey the City's beach with a GPS sub-meter unit and record the location of every turtle nest in Pompano Beach. This gives us the ability to accurately determine where each nest is and in the event of a severe storm, and re-establish the nests so that we can resume our beach cleaning operation. Surveying the beach with a GPS sub-meter unit, also complies with our FDEP requirements that permits us to use our Barber Surf Rake and Cherrington Sifter, year round, including turtle nesting season, in public areas of Pompano Beach as determined by FDEP and FWC.

Additionally, we mechanically clean the upper portions of Pompano Beach, year round, with specialized beach cleaning equipment. We use Barber Surf Rakes, Cherrington Sand Sifters, Barber Sandman, and our Beach Tech. This equipment is designed specifically to remove trash such as, bottles, cigarette butts, cans, plastic cups and other man made debris that is left in the sand. The Barber Sandman equipment is used in areas that are too small for large equipment like walkways, play areas, etc. In addition to this mechanical cleaning equipment, we also send an operator on an ATV to handpick trash from the City's beach, as well, each of our operators that rake the beach in a tractor have a waste receptacles on the back of the rake to remove trash as they clean the wrack line. We are also called upon to remove hazardous materials and objects from the beach on an emergency basis; this includes items such as boats, rafts, fuel containers, dead sea life, etc. Photos and detail descriptions of our services and equipment can be found at www.beachraker.net

C

Fees & Costs

As described in RFP E-03-23, this project requires a qualified vendor to provide beach cleaning, seaweed management, turtle nest surveying & re-establishment, and mechanical beach cleaning equipment. As a vendor, we have included all the equipment, labor, tools, and materials needed to provide Beach Cleaning Services as outlined in RFP E-03-23, A. Scope of Services, and B. Tasks/Deliverables, as well as all other items indicated and defined in this bid document, such as, permitting, insurance, and licensing. We are the current service provider for the City of Pompano Beach and we look forward to continuing our partnership with the City.

Proposed Cost

The cost to provide Beach Cleaning Services as described in the bid specifications A. Scope of Services, and B. Tasks/Deliverables are as followed.

Total Monthly Cost: \$21,000.00

The adjustment of fees shall be calculated as the percent change in the average Consumer Price Index series CUUROOOOSEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted ("CPI"), as published by the Bureau of Labor Statistics by comparing the average of the percentage changes June through May 12 months of the current year of the adjustment, with the same June through May 12-months in the preceding year. The maximum adjustment shall be capped at 7.5%.

D

Schedule

Beach Raker is a qualified and experienced company that has been providing beach cleaning and debris removal services for the City of Pompano Beach for over 40 years. Consequently, there will be no need to purchase equipment, hire and train operators or mobilize and therefore there will be no interruption of service to the City. Below is a breakdown of our schedule.

1. City Properties

We clean the Main Beach as well as the Street Ends listed below, seven days per week. This area is cleaned with a Barber Surf Rake or tractor and rake combination depending on conditions. Regardless of the method used, we integrate all seaweed below the Mean High Water Line (MWHL) and remove any trash or debris from these areas. At the wrack line, we make a minimum of four passes and clean the area from the high tide line to the water's edge. We provide Beach Cleaning Service for the City of Pompano Beach, seven days per week, 365 days per year, which includes all holidays.

Areas to be cleaned (linear footage) include:

- (a)..... S.E. 12 Street..... 46'
- (b)..... S.E. 8 Street..... 50'
- (c)..... S.E. 6 Street..... 50'
- (d)..... S.E. 4 Street..... 50'
- (e)..... S.E. 2 Street..... 50'
- (f)..... Main Beach 2955' (City Proper)
- (g)..... N.E. 10 Street..... 25'
- (h)..... N.E. 13 Street..... 50'
- (i)..... N.E. 16 Street..... 130'

Outside of Turtle Nesting season, November 1st. to February 28th, we clean the area from the tide lines West to within 10 ft. of the Vegetation lines daily using a Barber Surf Rake, Cherrington Beach Cleaner or equivalent equipment.

During Turtle Nesting season, March 1st to October 31st, only the Main Beach area defined in our FDEP field permit, from the tide lines West to within 10 ft. of the Vegetation lines shall be cleaned daily using a Barber Surf Rake, Cherrington Beach Cleaner or equivalent equipment

2. Other Properties

Outside the Main Beach and Street Ends, the remaining beach area from the Hillsboro Inlet south to the City Limit at Terra Mar Drive, we rake and clean with the Barber Surf Rake or tractor/rake depending on conditions, at a minimum five days per week: Monday, Tuesday, Thursday, Friday, and Saturday with the exception of approved public holidays, at the tide line. Additionally, outside of Turtle Nesting season, November 1st. to February 28th the we clean the area once a month from the tide line to the mean high tide line using

a Barber Surf Rake, Cherrington Beach Cleaner or equivalent equipment, as permitted by FWC and FDEP.

3. Turtle Nest Management

During Turtle Nesting season, from March 1st to October 31st we work with Broward County Natural Resource Division, FDEP, and FWC to ensure all special permit conditions are in compliance, in order to avoid (65) day suspension of mechanical beach cleaning by these departments to the City of Pompano Beach. We are responsible for taking GPS sub-meter recordings of each and every turtle nest that occurs on the City's Beach during Turtle Nesting Season. All nest locations on the City's Beach are recorded with a GPS unit with 20" inch sub-meter capability, as well as demonstrate their ability to submit a weekly GPS report with the following data – Turtle Nest Number, Species, Date, and Location - to Broward County Natural Resource Division, or an equivalent governing body. Note: mechanical cleaning is not permitted landward of the high tide line, i.e., upper portion of beach without the GPS sub-meter technology.

4. Street Ends

Once a week we clean the following street ends using a Barber Surf Rake or tractor/rake depending on conditions.

- a) S.E. 12 Street
- (b)..... S.E. 8 Street
- (c)..... S.E. 6 Street
- (d)..... S.E. 4 Street
- (e)..... S.E. 2 Street
- (f)..... N.E. 10 Street
- (g)..... N.E. 13 Street
- (h)..... N.E. 16 Street

Holidays

Beach Raker works all holidays for the City of Pompano Beach. On the following dates, below we rake and clean the Main Beach, also known as the City Proper.

- Thanksgiving Day
- Christmas Day
- New Year's Day

E

Tasks and Deliverables

Equipment

In this RFP response, we have submitted a complete list and description of all equipment available for use in cleaning those areas of the City beach listed herein. We provide all equipment required for beach cleaning service. Equipment includes a mechanical beach cleaners, additional equipment as deemed necessary by the contractor and backup equipment to provide uninterrupted service in the event of a mechanical breakdown. All equipment meets governmental and environmental standards.

Debris Removal

We are responsible for removing all trash and debris from the City's beach on the day of collection, with the exception of seaweed and rock, which is integrated on the beach below the high tide mark. Debris is not stored on the beach area, it is properly disposed of in a manner compatible with all governmental requirements.

Turtle Nest Monitoring

In turtle nesting season, eight months each year, In cooperation with the Broward County Turtle Monitor Program, we locate and mark each turtle nest on the City's beach using our GPS sub-meter technology. In the event of an extreme high tide condition, storm, or vandalism where nest markers are removed from the beach, Beach Raker, as well as the Broward Turtle Monitoring Program, is responsible for re-staking these nests, and is responsible for all costs associated with the re-staking, such as stakes, tape markings, ATV transportation, labor, and GPS sub-meter unit. We are permitted by FWC to re-establish turtle nests in Broward Count. We have included a copy of this permit with this RFP response.

F

Year	Manufacturer	Model	Date Purchased	Additional Information
2018	Kubota	M7060HDC	7/18/2018	Tractor
2018	Kubota	M6S-111SHDC-2	10/14/2018	Tractor
2018	Kubota	M5-111HDC	10/15/2018	Tractor
2018	Kubota	M7060HDC	11/15/2018	Tractor
2018	Kubota	M5-111HDC	12/15/2018	Tractor W/Front-End Loader (A6539)
2019	Kubota	M6S-111SHDC	2/8/2019	Tractor W/Front-End Loader (A0349)
2019	Kubota	M6S-111SHDC	3/22/2019	Tractor
2019	Kubota	M6S-111SHDC	3/29/2019	Tractor W/Front-End Loader (A0348)
2019	Kubota	M6S-111SHD ROPS	5/31/2019	Tractor
2019	Kubota	M6S-111SHDC	6/19/2019	Tractor
2019	Kubota	M6S-111SHDC	6/19/2019	Tractor
2019	Kubota	M5-111HDC-1	8/26/2019	Tractor W/Front-End Loader (A7912)
2019	Kubota	M6S-111SDSC	8/21/2019	Tractor W/Front-End Loader (A0155)
2019	Kubota	M6S-111SDSC	8/12/2019	Tractor W/Front-End Loader (A0529)
2019	Kubota	M6S-111SDSC	8/12/2019	Tractor W/Front-End Loader (A0525)
2019	Kubota	M6S-111SHDC	8/22/2019	Tractor W/Front-End Loader (A0528)
2020	Kubota	M5-111HDC-1	2/5/2020	Tractor W/Front-End Loader (A8426)
2020	Kubota	M6S-111SHDC	3/5/2020	Tractor
2020	Kubota	M6S-111SHDC	3/5/2020	Tractor
2020	Kubota	M6S-111SHDC	7/1/2020	Tractor
2020	Kubota	M6S-111SHDC	7/1/2020	Tractor
2021	Kubota	M6S-111SHDC	7/1/2020	Tractor
2021	Kubota	M6S-111SHDC	2/1/2021	Tractor
2021	Kubota	M6S-111SHDC	3/15/2021	Tractor
2021	Kubota	M6S-111SHDC	4/15/2021	Tractor
2021	Kubota	M6S-111SHD	10/1/2021	Tractor
2021	Kubota	M6S-111SHDC	11/1/2021	Tractor
2022	Kubota	M6S-111SHDC	2/4/2022	Tractor
2022	Kubota	M6S-111SHDC	5/1/2022	Tractor
2022	Kubota	M6S-111SHDC	5/1/2022	Tractor
Year	Make	Model	Date Purchased	Additional Information
2017	Kubota	SVL75-2HWC	10/23/2017	Skidstir

Year	Make	Model	Date Purchased	Additional Information
2008	Bobcat		3/30/2017	Side-by-Side
2013	Suzuki	King Quad 400 FSI	6/6/2013	4-Wheeler
2015	Polaris	900	10/19/2016	Side-by-Side
2019	Polaris	570	1/18/2019	Side-by-Side
2019	Polaris	500	6/26/2019	Side-by-Side
2019	Polaris	500	2/28/2019	Side-by-Side
2019	Polaris	500	1/30/2019	Side-by-Side
2019	Polaris	500	6/26/2016	Side-by-Side
2019	Mahindra	ROXOR	6/28/2019	Jeep
2020	Polaris	500	2/4/2020	Side-by-Side
2020	Mahindra	ROXOR	7/1/2020	Jeep
2020	Kubota	RTV-X1120G-H	8/1/2020	Side-by-Side
2020	Kubota	RTV-X1120G-H	8/1/2020	Side-by-Side
2020	Kubota	RTV-500-H	10/12/2020	Side-by-Side
2022	Kubota	RTV-X1120G-H	2/1/2022	Side-by-Side
Year	Make	Model	Date Purchased	Additional Information
2004	Ford	F450		Utility
2005	Ford	Ranger		Pick up
2006	Ford	Ranger		Pick up
2013	Ford	F150	8/15/2021	Pick up
2016	Ford	F550		Dump Truck
2017	Ford	F150		Pick up
2017	Ford	F650KL		Dump Truck
2018	Ford	F150XLT		Pick up
2018	Ford	F550		Pick up
2018	Ford	F150XL		Pick up
2019	Ford	F550		Pick up
2019	Ford	F350	7/1/2019	Pick up
Year	Make	Model	Type	Length
1990	Yellow	Trailer	Beaver	23'
1991	Wells Cargo	5x8	Cargo	8

1997	SCOUT	5x8	Cargo	8	
			Cargo	14'	
2006	SUCO	ATV	Flat	10'	
2006		Welding	Flat	6'	
2017	Big Tex	14LX-14B7SIRPD	Dump	14'	
2017	Iron Dog	7x14HD	Dump	14'	
2019	Big Tex	25GN-35BK+5MR	Beaver	40	
2019	PJ	PJTM	Tilt	23	
2019	Big Tex	25DU	Dump	25'	
2019	Max D	DDY9620G	Dump	25'	
2020	Forest River Trailer	GANS58SA	Cargo	8'	
2021	Max D	DDX9620G	Dump	25'	
Year	Make	Model	Date Purchased	Additional Information	
2021	Barber	600HD	5/1/2021	Surf Rake	
2020	Barber	600HD	8/1/2020	Surf Rake	
2020	Barber	600HD	2/13/2020	Surf Rake	
2019	Barber	600HD		Surf Rake	
	Barber	600HD		Surf Rake	
	Barber	600HD		Surf Rake	
	Barber	600HD		Surf Rake	
	Barber	600HD		Surf Rake	
	Barber	600HD		Surf Rake	
	Barber	600HD		Surf Rake	
	Barber	600HD		Surf Rake	
2015	Barber	400HD	2020	Surf Rake	
2002	Barber	400HD		Surf Rake	
	Barber	400LD		Surf Rake	
2007	Barber	SandMan 850		Surf Rake	
2007	Barber	SandMan 850		Surf Rake	
2016	BeachTech	2800		Surf Rake	
2006	BeachTech	2800		Surf Rake	
	BeachTech	2800		Surf Rake	
2006	BeachTech	2000		Surf Rake	

	Make	Model	Date Purchased	Additional Information
	Trimble	GeoXT		Sub Meter GPS Unit
	Trimble	GeoXT		Sub Meter GPS Unit
	Trimble	GeoXT		Sub Meter GPS Unit
	Trimble	GeoXT		Sub Meter GPS Unit
	Trimble	GeoXT		Sub Meter GPS Unit

G

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

1. Client: Miami Dade County
Name of Contact: Mark Richard
Title of Contact: Region Manager
Email: mark.richard@miamidade.gov
Telephone Number: 305-365-3015
Project/Duration: 2020 – Present Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal
2. Client: City of Pompano Beach
Name of Contact: Russell Ketchem
Title of Contact: Solid Waste Manager
Email: russell.ketchem@copbfl.com
Telephone Number: (954) 786-5516
Fax Number: (954) 545-7011
Project/Duration: 1979 to Present - Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Trash and Debris Removal, Turtle Nest Sub Meter Surveying & Re-establishment
3. Client: Town of Lauderdale-by-the-Sea
Name of Contact: Ken Rubach
Title of Contact: Public Works Director
Email: kenr@lbts-fl.gov
Telephone Number: (954) 640-4233
Project/Duration: 1986 to Present - Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach
4. Client: Jacksonville Beach
Name of Contact: Pat Deighan
Title of Contact: Street General Supervisor
Email: deighan@jaxbchfl.net
Telephone Number: 904-247-6211
Project/Duration: Contract awarded 2018 for minimum 3 year term. Seaweed Raking, Barber Surf Raking, Cherrington Sifting, Beach Cleaning, Debris Removal

5. Client: City of Key West
Name of Contact: Michael Turner
Title of Contact: Deputy Director
Email: mturner@cityofkeywest-fl.gov
Telephone Number: 305-809-3767
Project/Duration: 2020 to Present - Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal, Pressure Cleaning

6. Client: Village of Key Biscayne
Name of Contact: Natanael Diaz
Title of Contact: Superintendent, Public Works Department
Email: ndiaz@keybiscayne.fl.gov
Telephone Number: (305) 365-7568
Project/Duration: 2014 to Present - Seaweed Raking, Barber Surf Raking, Cherrington Sifting, Beach Cleaning, Debris Removal.

7. Client: City of Miami Beach
Name of Contact: John Ripple
Title of Contact: Beach Maintenance Director
Email: johnripple@miamibeachfl.gov
Telephone Number: 305-673-7000
Project/Duration: Support Services. Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal
Contract Amount: Varies depending on equipment and scope

8. Client: City of Dania Beach
Name of Contact: Eric Brown
Title of Contact: Director of Parks and Recreation
Email: ebrown@daniabeach.gov
Telephone Number: 954-924-6800 ext. 3730 office
Project/Duration: 2012 to Present - Seaweed Raking, Barber Surf Raking, Cherrington Sifting, Beach Cleaning, Debris Removal, Turtle Nest Sub Meter Surveying & Re-establishment. Cleaning, Debris Removal, Turtle Nest Sub Meter Surveying & Re-establishment

9. Client: Nassau County
Name of Contact: Doug Podiac
Title of Contact: Director of Public Works
Email: dpodiac@nassaucountyfl.com
Telephone Number: 904-530-6120
Project/Duration: 2020 – Present Beach Cleaning, Debris Removal
10. Client: City of Fernandina Beach
Name of Contact: Nan Voit
Title of Contact: Parks & Rec. Director
Email: nvoit@fbfl.org
Telephone Number: 904-310-3357
Project/Duration: 2020 – Present Beach Cleaning, Debris Removal
11. Client: Monroe County
Name of Contact: Alice Steryou
Title of Contact: Facilities Maintenance Contract Monitor
Email: Steryou-Alice@MonroeCounty-FL.Gov
Telephone Number: 305-292-4549
Project/Duration: 2020 to Present - Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal, Pressure Cleaning
12. Client: City of Marathon
Name of Contact: Carlos Solis
Title of Contact: Director of Public Works & Engineering
Email: solisc@ci.marathon.fl.us
Telephone Number: (305) 289-5008
Project/Duration: 2013 to Present - Seaweed Raking, Beach Cleaning, Debris and Trash Removal.

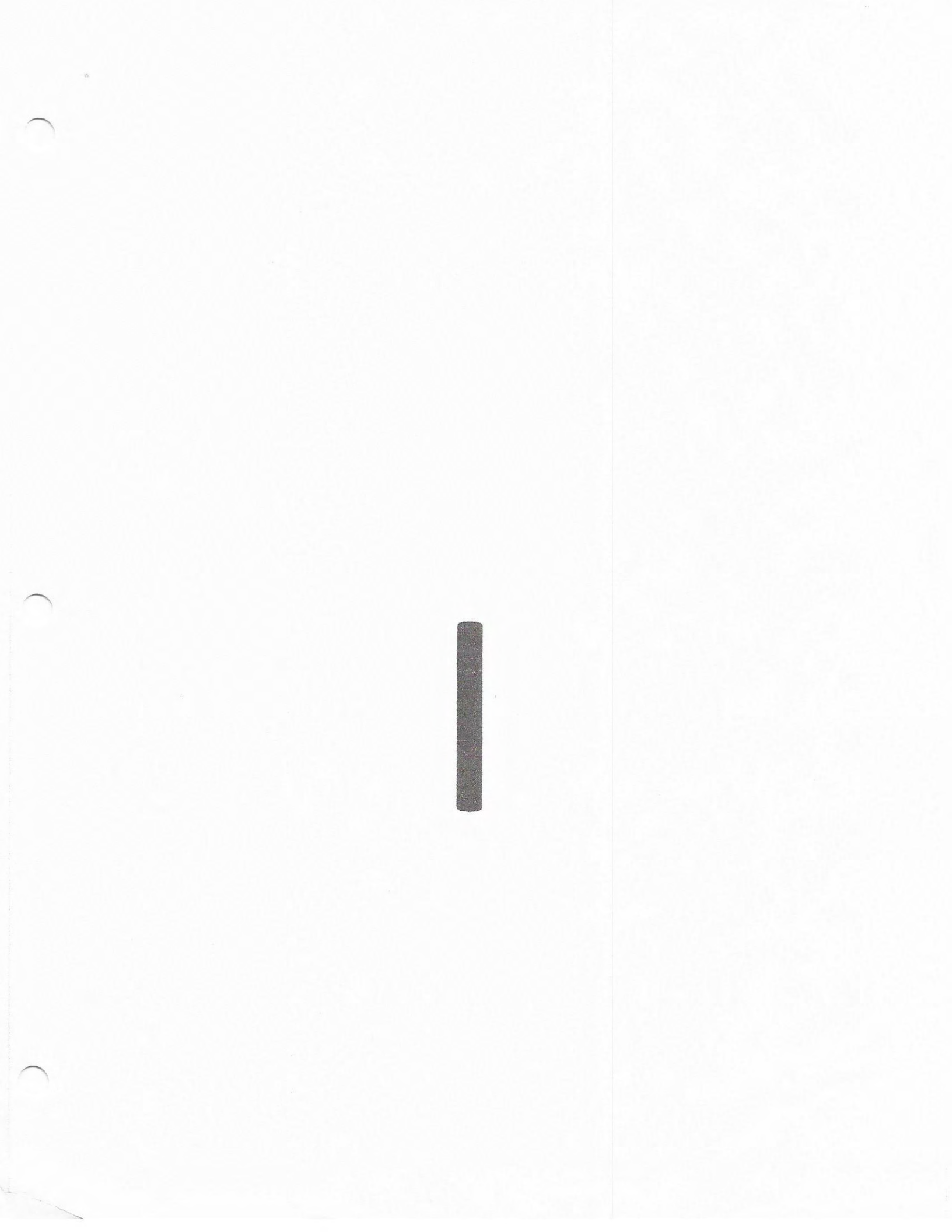
13. Client: Bal Harbour Village
Name of Contact: Jason Atkinson
Title of Contact: Operations Supervisor
Email: jatkinson@balharbourfl.gov
Telephone Number: (305) 993-7334
Project/Duration: 2014 to Present - Seaweed Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning Debris and Trash Removal.
14. Client: City of Hollywood
Name of Contact: Steve Salafrio
Title of Contact: Beach Maintenance Supervisor
Email: ssalafrio@hollywoodfl.org
Telephone Number: 954-921-3260
Project/Duration: 2020 - Present Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal
15. Client: City of Vero Beach
Name of Contact: Nanette Haynes
Title of Contact: Grounds Maintenance Manager
Email: nhaynes@covb.org
Telephone Number: 772-978-5470
Project/Duration: 2020 - Present Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal
16. Client: City of Ft. Lauderdale
Name of Contact: William Mc Donough
Title of Contact: Parks Supervisor
Email: wmcdonough@ftlauderdale.gov
Telephone Number: 954-828-5787
Project/Duration: Support Services. Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal

17. Client: City of Deerfield Beach
Name of Contact: Mike Pursell
Title of Contact: Superintendent of Parks & Recreation
Email: mpursell@deerfield-beach.com
Telephone Number: 954-571-2670
Project/Duration: Support Services. Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal
18. Client: City of Venice Beach
Name of Contact: Travis Hout
Title of Contact: Public Works
Email: thout@venicegov.org
Telephone Number: 941-882-7422
Project/Duration: Contract awarded 2018 for 90 Days and extended for a period of minimum 60 Days. Red Tide clean up. Raking, Barber Surf Raking, Cherrington Sifting, Beach Cleaning, Debris Removal
19. Client: City of Boca Raton
Name of Contact: Gary Spencer
Title of Contact: Park Maintenance Supervisor III
Email: Gspencer@ci.boca-raton.fl.us
Telephone Number: 561-393-7840
Project/Duration: Support Services. Seaweed Raking, Barber Surf Raking, BeachTech Screening & Sifting, Cherrington Sifting, Beach Cleaning, Debris Removal

H

Litigation Statement

Neither Beach Raker LLC, nor any of its principals have been involved in any litigation or claim with any Federal, State, or Local Government agency, including the City of Pompano Beach in the last five (5) years (or ever) that resulted from our firm's performance.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2022

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

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

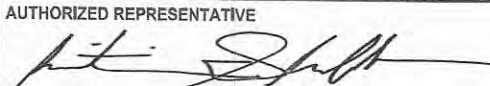
PRODUCER DTRT Insurance Group/ Loyal Clients 12550 West Atlantic Blvd Coral Springs FL 33071	CONTACT NAME: KATHY HALE PHONE (A/C, No. Ext): 305-451-4510 E-MAIL ADDRESS: KATHY@DTRTINSURANCE.COM	FAX (A/C, No): 305-451-7146
	INSURER(S) AFFORDING COVERAGE	
INSURED BEACH RAKER LLC 220 NE 13TH ST POMPANO BEACH FL 33060	INSURER A: INFINITY ASSURANCE INS CO NAIC # 39497	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			509820058764001	05/03/2022	05/03/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER CITY OF POMPANO BEACH 1010 NE 3RD AVE POMPANO BEACH FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/30/2021

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

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

PRODUCER Plastridge Insurance Agency 820 NE 6th Avenue Delray Beach, FL 33483	CONTACT NAME:	
	PHONE (A/C, No, Ext): (561) 276-5221	FAX (A/C, No): (561) 276-5244
E-MAIL ADDRESS: delraydocs@plastridge.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : James River Insurance Co.		12203
INSURER B : Economy Preferred Insurance Company		38067
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

BEACH RAKER, LLC
 220 SE 13th St
 Pompano Beach, FL 33060

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	000975862	12/1/2021	12/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			000975882	12/1/2021	12/1/2022	EACH OCCURRENCE	\$
							AGGREGATE	\$
	DED RETENTION \$						Aggregate	\$ 1,000,000
								\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Operations: Beach Cleaning and Raking The Certificate Holder is also named as additional insured with respect to General Liability.

CERTIFICATE HOLDER

City of Pompano Beach
 PO Box 1300
 Pompano Beach, FL 33061

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED WITHIN 30 DAYS NOTICE.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2022

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

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

PRODUCER Bouchard Insurance for FrankCrum 101 Starcrest Drive Clearwater, FL 33758	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : American Zurich Insurance Company		40142
INSURER B : _____		
INSURER C : _____		
INSURER D : _____		
INSURER E : _____		
INSURER F : _____		

INSURED
 FrankCrum 12, Inc. Alt. Emp: Beach Raker LLC
 100 South Missouri Avenue
 Clearwater, FL 33756

COVERAGES

CERTIFICATE NUMBER: 22FL080969170

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE <input type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below			WC 47-58-512-11	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
				Location Coverage Period:	06/01/2022	06/01/2023	Client# B0265-FL	

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

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

CERTIFICATE HOLDER

City of Pompano Beach
 1010 NE 3rd Avenue
 Pompano Beach, FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRITY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP E-03-23, Beach Cleaning Services
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) George (Chip) Jones Title President

Company (Legal Registered) Beach Raker LLC

Federal Tax Identification Number 82-5268879

Address 220 NE 13 Street

City/State/Zip Pompano Beach FL 33060

Telephone No. 954-560-3906 Fax No. 561-892-0344

Email Address steve@floridabeachraker.com

PROPOSER INFORMATION FORM

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

To: The City of Pompano Beach, Florida

The below named company/firm hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept agreement/contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) George "CHIP" JONES Title PRESIDENT

Company (Legal Registered) BEACH RAKER LLC

Federal Tax Identification Number 82-5268879

Address 220 NE 13 STREET

City/State/Zip POMPAÑO BEACH FL 33060

Telephone No. 954-560-3906 Fax No. 561-892-0344

Email Address Steve@FLORIDABeachRAKER.COM

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Proposer's Name: BEACH RAKER LLC

Vendor FEIN: 82-5268879

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of the Proposer, I hereby certify by selecting the box below that the company responding to this RFP is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this RFP is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to Sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1) notify the 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 five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

I Certify:



CONFLICT OF INTEREST

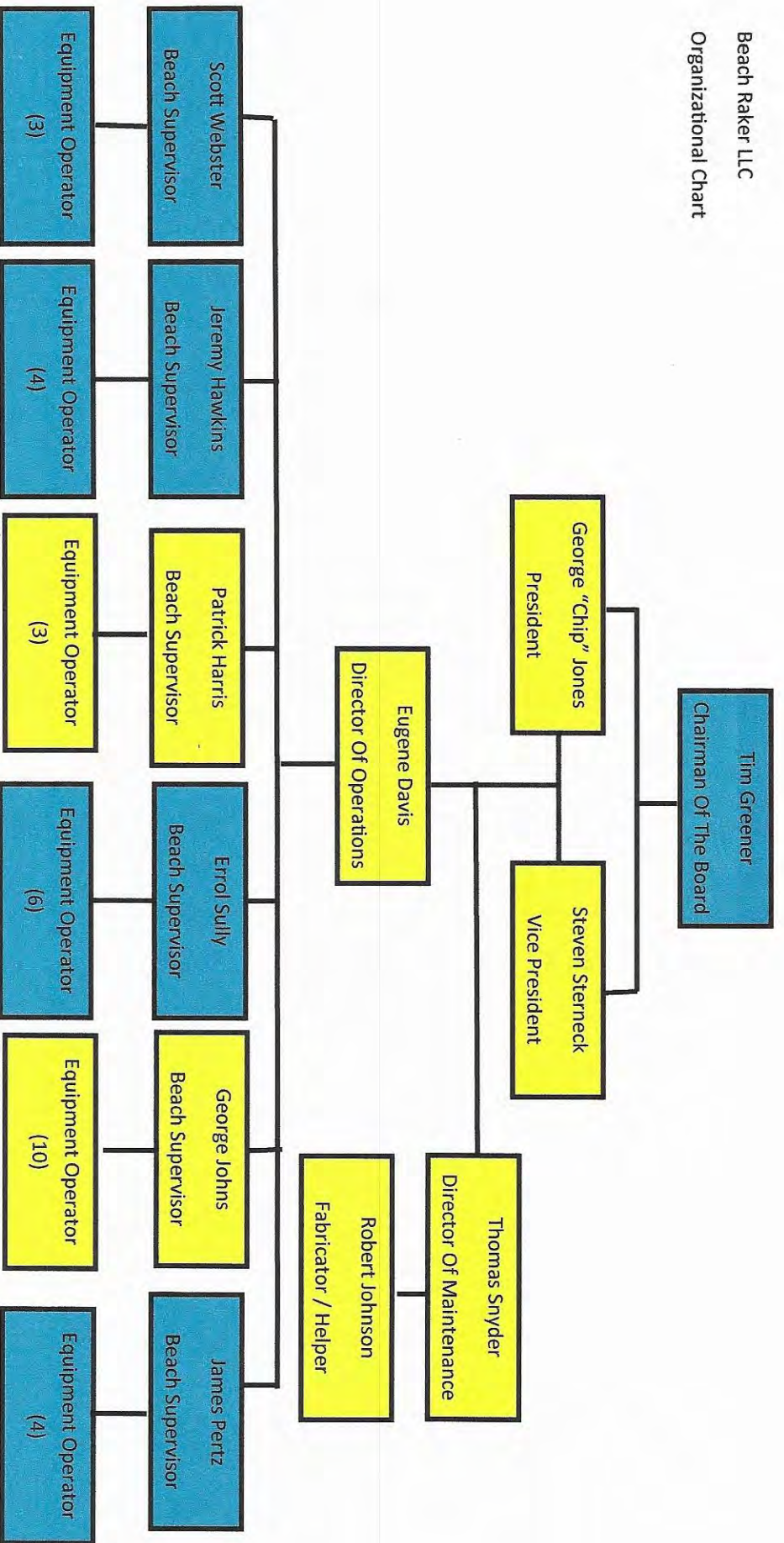
REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

For purposes of determining any possible conflict of interest, all proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.

No Yes

K

Beach Raker LLC
Organizational Chart



With over 40 years of professional beach cleaning experience, Beach raker currently employs between 37-45 individuals that have a vast knowledge of the beach cleaning industry. With this personnel team, Beach Raker is Florida's leading Beach Cleaning Service provider, and industry leader.

The Organization chart above shown the current staff. Those boxes indicated in yellow represent the staff that is local to Pompano Beach. The other staff is available to Pompano Beach on very short notice.

L



**CITY OF POMPANO BEACH
BUSINESS TAX RECEIPT
FISCAL YEAR: 2022 - 2023**

Business Tax Receipt Valid from: October 1, 2022 through September 30, 2023

4477404

9/20/2022

BEACH RAKER LLC
220 NE 13 ST

POMPANO BEACH FL 33060

THIS IS NOT A BILL

THIS IS YOUR BUSINESS TAX RECEIPT. PLEASE POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION.

BUSINESS OWNER: BEACH RAKER LLC
BUSINESS LOCATION: 220 NE 13 ST POMPANO BEACH FL

RECEIPT NO: 23-00108898
CLASSIFICATION: CONTRACTOR NO COMP-TRASH REMOVAL/HAULING

NOTICE: A NEW APPLICATION MUST BE FILED IF THE BUSINESS NAME, OWNERSHIP OR ADDRESS IS CHANGED. THE ISSUANCE OF A BUSINESS TAX RECEIPT SHALL NOT BE DEEMED A WAIVER OF ANY PROVISION OF THE CITY CODE NOR SHALL THE ISSUANCE OF A BUSINESS TAX RECEIPT BE CONSTRUED TO BE A JUDGEMENT OF THE CITY AS TO THE COMPETENCE OF THE APPLICANT TO TRANSACT BUSINESS. **THIS DOCUMENT CANNOT BE ALTERED.**

BUSINESS TAX RECEIPTS EXPIRE SEPTEMBER 30TH OF EACH YEAR

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: BEACH RAKER
Business Name:

Receipt #: 329-32890
Business Type: ALL OTHERS (SERVICE)

Owner Name: WD THOMPSON INC
Business Location: 220 NE 13 ST
POMPANO BEACH
Business Phone: 954-560-3906

Business Opened: 09/20/2006
State/County/Cert/Reg:
Exemption Code:

Rooms Seats Employees Machines Professionals

6

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

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

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

Mailing Address:

BEACH RAKER
220 NE 13 ST
POMPANO BEACH, FL 33060

Receipt # 04C-21-00002719
Paid 08/05/2022 81.00

2022 - 2023



FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

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

Permit No. -8042191 BO

No. of Pages Attached: 6

FIELD PERMIT PURSUANT TO SECTION 161.053 OR 161.052, FLORIDA STATUTES

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

PROJECT LOCATION:

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

PROJECT DESCRIPTION:

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

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

1. Standard field permit conditions prevail.
2. No additions or modification w/o prior DEP approval.
3. Beach cleaning activities shall comply with attached "Beach Cleaning Permit Conditions For Marine Turtle Protection for Broward County Beach Raker" provided by FWC via email.

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

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

Applicant's Signature [Signature] Date 5-6-2022 Telephone No. 954 560-3906
 Applicant's Printed Name Stacy Sternick Address 220 NE 13 ST Pompano Beach 33060

If applicant is an agent:

See above / / / ()
 Printed name of property owner Property owner's address Property owner's telephone no.

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

David Kieckbusch / David Kieckbusch / 5/6/2022
 Staff Designee/Deputy Clerk Printed Name of Designee/Deputy Clerk Date

EXPIRATION DATE: 5/5/2023

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

EMERGENCY PERMIT: YES NO

Approved plans are attached: YES NO

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Beach Raker LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u> P </u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	
5 Address (number, street, and apt. or suite no.) See instructions. 220 NE 13 Street	Requester's name and address (optional)
6 City, state, and ZIP code Pompano Beach FL 33060	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
8	2		-	5	2	6	8	8	7	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ <u>01-4-2022</u>
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



My Company Account

My Company Profile

Company Information

Company Name

Beach Raker LLC

Doing Business As (DBA) Name

Beach Raker LLC

Company ID

1724603

Enrollment Date

Aug 09, 2021

Employer Identification Number (EIN)

825268879

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees

20 to 99

NAICS Code

221

Sector

Utilities

Subsector

Utilities

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

220 NE 13 Street
Pompano Beach, FL 33060

Mailing Address

Same as Physical Address

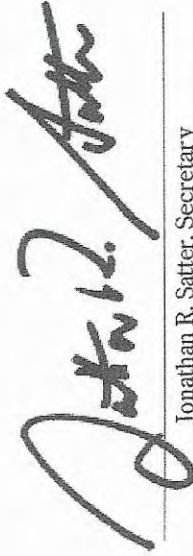
[Edit Company Addresses](#)

State of Florida

Veteran Business Certification

Beach Raker LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
10/04/2021 to 10/04/2023



Jonathan R. Satter, Secretary
Florida Department of Management Services





Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS**

**E-03-23
BEACH CLEANING SERVICE**

OPENING: DECEMBER 12, 2022, 2:00:00 P.M.

Virtual Zoom Meeting

For access go to:

<https://pompanobeachfl.gov/pages/meetings>

CITY OF POMPANO BEACH, FLORIDA

REQUEST FOR PROPOSALS

E-03-23

BEACH CLEANING SERVICE

The City of Pompano Beach (the “City”) is seeking proposals from qualified companies/firms to provide beach cleaning and debris removal services.

The City will receive sealed proposals until **2:00:00 p.m. (local), December 12, 2022**. Proposals must be submitted electronically through the eBid System on or before the due date and time. Any proposal received after the due date and time specified herein, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City’s eBid System in order to view the Request for Proposals (RFP) documents and respond to this RFP. The RFP documents can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. A list of Proposers will be read aloud in a public forum. To attend the virtual public meeting, go to <https://pompanobeachfl.gov/pages/meetings> to find the zoom link.

Introduction

The City intends to issue a single contract to a company/firm to provide beach cleaning and debris removal services at the Public Beach and Designated Rights-of-Way as expressed in Attachment A - City Ordinance 98.01 - Definitions, and Attachment B - City Ordinance 98.14 - Designated Rights-of-Way (excluding item G.).

A. Scope of Services

The City requires the services of a qualified and experienced company to provide beach cleaning, seaweed management, and debris removal services for the City of Pompano Beach that will include the use of mechanical beach cleaning equipment.

1. City Properties

The cleaning schedule for the City properties listed below shall include all tide lines within the boundary area, seven days per week. The wrack line area may be raked with the tractor and seaweed rake; Barber Surf Rake or equivalent equipment, depending on the beach conditions. Regardless of the method used, the Contractor

shall integrate all seaweed at or below the wrack line (also referred to as the Mean High-Water Line). Any debris or garbage in these areas shall be handpicked and removed from the beach prior to integration of the seaweed. The Contractor shall make a minimum of four passes with the Rake Tractor, Barber Surf Rake or equivalent equipment and will be required to clean the area from the high tide line to the water's edge. The Contractor shall work all holidays.

Areas to be cleaned (lineal footage) include:

- (a)S.E. 12 Street.....46'
- (b)S.E. 8 Street.....50'
- (c)S.E. 6 Street.....50'
- (d)S.E. 4 Street.....50'
- (e)S.E. 2 Street.....50'
- (f)Main Beach2955'
- (g)N.E. 10 Street.....25'
- (h)N.E. 13 Street.....50'
- (i)N.E. 16 Street.....130'

Outside of Turtle Nesting season, November 1st up to March 1st, the area from the tide line west to within 10 ft. of the vegetation lines shall be cleaned daily using mechanical beach cleaning equipment, such as, a Barber Surf Rake, Cherrington Sand Sifter or equivalent beach equipment.

During Turtle Nesting season, March 1st up to November1st, only the areas designated and authorized by the Florida Fish and Wildlife Conservation Commission (FWC) and the Florida Department of Environmental Protection (FDEP) can be mechanically cleaned above the wrack line. These areas can be mechanically cleaned from the tide line west to within 10 ft. of the Vegetation line daily using a Barber Surf Rake, Cherrington Beach Cleaner or equivalent beach cleaning equipment.

2. Other Properties

The cleaning schedule for other properties listed below shall include all tide lines within the boundary area. These areas shall be raked and cleaned with the Rake Tractor or Barber Surf Rake or equivalent beach cleaning equipment depending on conditions, five days a week: Monday, Tuesday, Thursday, Friday, and Saturday with the exception of approved public holidays, at the tide line. Additionally, outside of Turtle Nesting season, November 1st up to March 1st, the Contractor shall clean the area once a month from the tide line west up to 10 feet from the vegetation line (upper beach area) using a Barber Surf Rake, Cherrington Beach Cleaner or equivalent equipment.

Area to be cleaned from Hillsboro Inlet to Terra Mar Drive, excluding Main Beach.

3. Turtle Nest Management

During Turtle Nesting season, from March 1st to November 1st, the Contractor must work with Broward County Natural Resource Division, FDEP, and FWC to ensure all special permit conditions are in compliance, in order to avoid a sixty-five (65) day suspension of mechanical beach cleaning by these departments to the City of Pompano Beach. The Contractor is responsible for taking GPS sub-meter recordings of each and every turtle nest that occurs on the City's Beach during Turtle Nesting Season. All nest locations on the City's Beach shall be recorded by the Contractor with a GPS unit with 20" inch sub-meter capability, as well as demonstrate their ability to submit a weekly GPS report with the following data – Turtle Nest Number, Species, Date, and Location - to Broward County Natural Resource Division, or equivalent governing body. Note: mechanical beach cleaning is not permitted landward of the high tide line, i.e., upper portion of beach without the GPS sub-meter technology. This is an FWC and FDEP permit requirement for mechanical beach cleaning the upper portion of beach in turtle nesting season.

4. Street Ends

The following street ends are to be cleaned daily using the Barber Surf Rake and/or Rake Tractor depending on conditions:

- (a)S.E. 12 Street
- (b)S.E. 8 Street
- (c)S.E. 6 Street
- (d)S.E. 4 Street
- (e)S.E. 2 Street
- (f)N.E. 10 Street
- (g)N.E. 13 Street
- (h)N.E. 16 Street

Holidays

The Contractor shall work all holidays. On the following dates, the Contractor shall only rake and clean the Main Beach, also known as the City Proper:

- Thanksgiving Day
- Christmas Day
- New Year's Day.

B. Tasks/Deliverables

1. Street Ends

The Contractor shall provide all equipment required for beach cleaning service, including a Barber Surf Rake, Seaweed Rake Tractor, Cherrington Sand Sifter, Beach Tech Cleaner, ATV and Trimble GPS Sub-meter Unit or equivalent equipment. The Contractor is also responsible for providing additional equipment, as deemed necessary by the Contractor, and backup equipment to provide uninterrupted service in the event of a mechanical breakdown. The Contractor shall submit a list and description of all equipment available for use in cleaning those areas of the City beach listed herein. All equipment must meet governmental environmental standards as approved by the Fleet Manager.

2. Debris Removal

The Contractor shall be responsible to remove all debris from the City's beach on the day of collection, with the exception of seaweed and rock, which may be integrated on the beach below the high tide mark. Debris must be removed and disposed by the Contractor offsite, in a manner compatible with all governmental requirements. There may be additional costs for Hurricane, Severe Storm debris, and large items that wash onshore, such as boats. All additional costs shall be verified and approved by the City prior to removal.

3. Turtle Nest Monitoring

The Contractor shall demonstrate its ability to re-establish turtle nests, using the GPS sub-meter technology, in the event of an extreme high tide condition, storm, or vandalism where nest markers are removed from the beach. The Contractor, not the Turtle Monitoring Program, is responsible for re-staking these nests, as well as responsible for all costs associated with the re-staking, such as stakes, tape markings, ATV transportation, labor, and GPS sub-meter unit. The Contractor shall submit copies of its current FWC permit that lists at a minimum (2) current and active employees employed by the Contractor that are certified to re-establish turtle nest by the FWC.

C. Term of Agreement/Contract

The initial contract period shall be five (5) years, commencing upon award by the appropriate City officials. The City reserves the right to renew this agreement/contract for an additional five (5) year period subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the agreement/contract, and any renewal period.

In the event delivery/service is scheduled to end because of the expiration of this agreement/contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing agreement/contract. The Contractor shall

be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

D. Required Proposal Submittal

Sealed proposals must be submitted electronically through the eBid System on or before the due date and time indicated previously. The Proposer shall upload its response as one (1) file to the eBid System. The financial statements should be uploaded as a separate file from the proposal to the Response Attachments tab in the eBid System. The file size for uploads is limited to 250 MB. If the file size exceeds 250 MB, the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal:

In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below.

Title Page:

Show the project name and number, the name of the Proposer's company/firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly explain the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make decisions for the Proposer, title(s), office and E-mail addresses and telephone numbers. Please limit this section to two (2) pages.

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff. Fees shall be increased yearly as follows.

The adjustment of fees shall be calculated as the percent change in the average Consumer Price Index series CUUROOOSEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted ("CPI"), as published by the Bureau of Labor Statistics by comparing the average of the percentage changes June through May 12 months of the current year of the adjustment, with the same June through May 12-months in the preceding year. The maximum adjustment shall be capped at 7.5%.

Proposer shall itemize all costs to complete all and necessary tasks as described under Section A - Scope of Services and Section B - Task and Deliverables. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Schedule:

Proposer shall provide a timeline/timetable that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a client reference list, including the name of contact, company/firm and/or governmental entity, address, telephone number and type of service provided to each reference. Must include a minimum of three municipal contracts currently being serviced.

Litigation:

Disclose any litigation within the past five (5) years arising out of your company's/firm's performance.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

E. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for the agreement/contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the carrier indicating upgrade ability will expedite the review process to determine the most qualified Proposer.

The Contractor(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City's Risk Manager.

If you are responding to this RFP and have questions regarding the insurance requirements hereunder, please contact the City's General Services Department at (954) 786-4098. If the agreement/contract has already been awarded, please direct any inquiries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/agreement/contract.

Contractor is responsible for delivering to the City for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the City as an additional insured on all such coverage.

Throughout the term of the agreement/contract, City, by and through its Risk Manager, reserves the right to review, modify, reject or accept any insurance policies required by the agreement/contract, including limits, coverages or endorsements. The City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as the City's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by Contractor under the agreement/contract.

Throughout the term of the agreement/contract, Contractor and all subcontractors or other agents hereunder, shall, at its sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company/firm (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. No exemption will be considered. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
 - a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims, which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this agreement/contract.
 - b. Such liability insurance shall include the following checked types of insurance and indicated minimum policy limits:

Type of Insurance	Limits of Liability
GENERAL LIABILITY:	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
XX comprehensive form	bodily injury and property damage
XX premises - operations	bodily injury and property damage
— explosion & collapse hazard	
— underground hazard	
— products/completed operations hazard	bodily injury and property damage combined
XX contractual insurance	bodily injury and property damage combined
XX broad form property damage	bodily injury and property damage combined
XX independent contractors	personal injury
XX personal injury	
— sexual abuse/molestation	

liquor legal liability

AUTOMOBILE LIABILITY: Minimum \$1,000,000 Per Occurrence and
\$1,000,000 Per Aggregate

comprehensive form
 owned
 hired
 non-owned

REAL & PERSONAL PROPERTY

comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY Per Occurrence Aggregate

other than umbrella bodily injury and property damage combined \$1,000,000 \$1,000,000

PROFESSIONAL LIABILITY Per Occurrence Aggregate

* Policy to be written on a claims made basis \$1,000,000 \$1,000,000

-
- c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the agreement/contract shall survive the termination or expiration of the agreement/contract for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

ENVIRONMENTAL / POLLUTION LIABILITY Per Occurrence Aggregate

* Policy to be written on a claims made basis

environmental/pollution liability
\$1,000,000 /\$1,000,000

CYBER LIABILITY Per Occurrence Aggregate

* Policy to be written on a claims occurrence basis

\$1,000,000 /\$1,000,000

Network Security / Privacy Liability

__Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)

__Technology Products E&O - \$1,000,000 (only applicable for vendors supplying technology related services and or products)

__Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

3. Employer's Liability. Contractor and all subcontractors shall, for the benefit of its employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
4. Policies: Whenever, under the provisions of the agreement/contract, insurance is required of the Contractor, the Contractor shall promptly provide the following:
 - a. Certificates of Insurance evidencing the required coverage;
 - b. Names and addresses of companies providing coverage;
 - c. Effective and expiration dates of policies; and
 - d. A provision in all policies affording City thirty (30) days written notice by a Carrier of any cancellation or material change in any policy.
5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company/firm shall provide thirty (30) days written notice to the City.
6. Waiver of Subrogation. Contractor hereby waives any and all right of subrogation against the City, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement/contract to waive subrogation without an endorsement, then, Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such agreement/contract on a pre-loss basis.
7. The Contractor shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of agreement/contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

F. Selection/Evaluation Process

A Selection/Evaluation Committee (the “Committee”) will be appointed to select the most qualified company(ies)/firm(s). The Committee will present its findings to the City Commission.

Proposals will be evaluated using the following criteria:

	<u>Criteria</u>	<u>Point Range</u>
1.	Five Years Prior Experience with Projects of Similar Size Number of similar projects. Prior experience with the City of Pompano Beach. References.	0-30
2.	Qualifications and Availability of Personnel Staff members that would be assigned to this project. Experience of staff in this type of environment. Current number of contracts, with a list of assigned personnel	0-25
3.	Availability of Equipment List of the equipment proposed to provide service to the City of Pompano Beach, including the age of each piece of equipment. Proximity of headquarters and/or nearest office to Pompano Beach	0-15
4.	Cost The monthly cost to the City to provide the services included in the Scope of Work. This cost should be firm for the first three years of the contract.	0-30
	Total	0-100

Financial statements or other financial information that are required as submittals to prequalify for an RFP will be exempt from public disclosure; however, financial statements or other financial information submitted to prequalify for an RFP, and were not required by the City, may be subject to public disclosure.

Value of Work Previously Awarded to Company/Firm (Tie-breaker) - In the event of a tie, the company/firm with the lowest value of work as a prime contractor on City projects within the last five years will receive the higher ranking, the company/firm with the next lowest value of work shall receive the next highest ranking, and so on. The analysis of past work will be based on the City's Purchase Order and payment records.

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

Each company/firm should submit documentation that evidences the company’s/firm’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet the company’s/firm’s representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the Committee shall furnish the City Commission (for its approval) a listing, in ranked order, of no fewer than three companies/firms deemed to be the most highly qualified to perform the service. If three or less companies/firms respond to this RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to): approve the recommendation; reject the recommendation and direct staff to re-advertise the RFP; or, review the responses itself and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

G. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

H. Right to Audit

Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of Successful and Unsuccessful Proposers, originals, estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the agreement/contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices,

payments or claims submitted by the Contractor or any of its payees pursuant to the execution of the agreement/contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the agreement/contract.

For the purpose of such audits, inspections, examinations and evaluations, the City's agent or authorized representative shall have access to said records from the effective date of the agreement/contract, for the duration of the Work, and until five (5) years after the date of final payment by City to Contractor pursuant to the agreement/contract.

City's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. City's agent or its authorized representative shall give auditees reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written agreement/contract. Failure to obtain such written agreements/contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the agreement/contract.

I. Retention of Records and Right to Access

The City is a public agency subject to, Florida Statutes Chapter 119. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service;
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and

Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the

City upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

J. Communications

No negotiations, decisions, or actions shall be initiated or executed by the company/firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only those communications, which are in writing and signed from an authorized designee of the company/firm, will be recognized by the City as duly authorized expressions on behalf of the company/firm.

K. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any agreement/contract with the City.

L. Independent Contractor

The Contractor will conduct business as an independent contractor under the terms of the agreement/contract. Personnel services provided by the company/firm shall be by employees of the company/firm and subject to supervision by the company/firm (whose eligibility must be confirmed through the US Department of Homeland Security and Social Security E-Verify system), and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under the agreement/contract shall be those of the company/firm.

M. Staff Assignment

The City reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

N. Agreement/Contract Terms

The agreement/contract resulting from this RFP shall include, but not be limited to the following terms:

The agreement/contract shall include as a minimum, the entirety of this RFP, together with the Contactor's Proposal. Agreement/Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the Contractor, its employees, agents or servants during the performance of the agreement/contract, whether directly or indirectly, Contractor agrees to reimburse the City for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

O. Waiver

It is agreed that no waiver or modification of the agreement/contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the agreement/contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as previously provided. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

P. Survivorship Rights

The agreement/contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

Q. Termination

The agreement/contract resulting from this RFP may be terminated by the City without cause upon providing Contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the agreement/contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting party will have the right to terminate the agreement/contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

R. Manner of Performance

Proposer agrees to perform its duties and obligations under the agreement/contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the agreement/contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within its designated duties. Proposer agrees to furnish the City with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further

certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of the agreement/contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of agreement/contract.

S. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this RFP.

T. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to the City on or before the time and date written herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

The Proposal shall not contain any alteration to the RFP posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of RFP documents was obtained from the eBid System or from the Purchasing Division of the General Services Department only and no alteration of any kind has been made to the RFP. Exceptions or deviations may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award agreement/contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

U. Standard Provisions

1. Governing Law

Any agreement/contract resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement/contract will be in Broward County, Florida.

2. Licenses

In order to perform public work, the Contractor shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor and Business Licenses if required by state statutes or local ordinances.

3. Conflict of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the company/firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to, Section 112.313, Florida Statutes.

4. Drug Free Workplace

The Contractor will be required to verify it will operate a “Drug Free Workplace” as set forth in Section 287.087, Florida Statutes.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a agreement/contract to provide any goods or services to a public entity, may not submit a proposal on a agreement/contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under agreement/contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and its surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage, which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the Contractor will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the company/firm will in no way relieve the company/firm from responsibility.

9. Withdrawal of Proposals

A Proposer may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the City of Pompano Beach, General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition of Project Team

Proposers are required to commit that the principals and personnel named in the proposal will perform the services throughout the agreement/contract term unless otherwise provided for by way of a negotiated agreement/contract/written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Section 218, Florida Statutes, payment will be made within forty-five (45) days after receipt of a proper invoice.

12. Public Records

- a. The City is a public agency subject to, Section 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - i. Keep and maintain public records required by the City in order to perform the service;

- ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in, Section 119, Florida Statutes or as otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement/contract term and following completion of the agreement/contract if the Contractor does not transfer the records to the City; and
 - iv. Upon completion of the agreement/contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the agreement/contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the agreement/contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above-described public records to the City within a reasonable time may subject Contractor to penalties under, Section 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE AWARDED PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDED PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT/CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

V. Questions and Communication

All questions regarding this RFP are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled RFP opening. Oral and other interpretations or clarifications will be without legal effect. Addendum/Addenda will be posted to this RFP in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to this RFP.

W. Addenda

The issuance of a written addendum or posting of an answer in response to a question submitted using the Questions feature in the eBid System are the only official methods whereby interpretation, clarification, or additional information can be given. If any addendum is issued to this RFP, the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting its response, to contact the Purchasing Division of the General Services Department at (954) 786-4098 to determine if addendum was issued and to make such addendum a part of its proposal. Any Addendum will be posted to this RFP in the eBid System.

PROPOSER INFORMATION FORM

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE FORM IN ITS ENTIRETY AND INCLUDE THE FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

To: The City of Pompano Beach, Florida

The below named company/firm hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal. I will accept agreement/contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Proposer's Name: _____

Vendor FEIN: _____

Section 215.4725, Florida Statutes, prohibits agencies from contracting (at any dollar amount) with companies on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel. As the person authorized to sign electronically on behalf of the Proposer, I hereby certify by selecting the box below that the company responding to this RFP is not listed on the Scrutinized Companies that Boycott Israel List. I also certify that the company responding to this RFP is not participating in a boycott of Israel, and is not engaged in business operations in Syria or Cuba. I understand that pursuant to Sections 287.135 and 215.4725, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I Certify



STATEMENT UNDER SECTION 287.087, FLORIDA STATUTES ON DRUG-FREE WORKPLACE

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

Preference must be given to Contractors submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991.

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid, a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1) notify the 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 five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

I Certify: _____

CONFLICT OF INTEREST

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

For purposes of determining any possible conflict of interest, all proposers must disclose if any City of Pompano Beach employee is also an owner, corporate officer, or employee of their business. Indicate either "Yes" (a City employee is also associated with your business), or "No". If answer is "Yes", you must file a statement with the Supervisor of Elections, pursuant to Florida Statutes 112.313.

No ____ Yes ____

ATTACHMENT A

§ 98.01 DEFINITIONS.

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CULTURAL FACILITY. A building or structure which is used for the programming, production, presentation, exhibition of any of the arts and cultural disciplines including, but not limited to, music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, public media, history, and the execution and exhibition of other such allied, major cultural forms, as well as the auditoriums, banquet rooms and other areas within or adjacent to such buildings or structures owned, leased, operated or managed by or under the control of or assigned for upkeep, maintenance, or operation by the city and all related air rights including, but not limited to, Pompano Beach Cultural Arts Center, Pompano Beach Amphitheater, Ali Cultural Arts Center, Bailey Contemporary Arts Center and the Blanche Ely House Museum.

DEPARTMENT. As used in this chapter either Parks and Recreation Department or Cultural Affairs Department and their staff, depending upon the respective facility and event or program, and unless otherwise stated.

DESIGNATED CHILDREN PLAY AREAS. An area or section within a city park designated for use by children ages 12 or younger only and posted by signage at prominent locations indicating such limited occupancy and use.

EVIDENCE OF RESIDENCY. As used in this chapter and relating to discount fees for all municipal facilities, may be established upon producing a current government issued photo identification and proof of any of the following:

(1) Presentation of a declaration of domicile recorded in the Public Records of Broward County or a Broward County voter's registration card, which shows that the individual resides within the corporate limits of the City of Pompano Beach.

(2) Proof of property ownership, a copy of a current and validly executed lease agreement, copies of the most recent water, electric, gas or other utility bills, which demonstrate that the individual resides within the corporate limits of the City of Pompano Beach.

MEMBER. Any person who holds a playing privilege; members shall have no rights or privileges other than the playing period.

PARK RECREATIONAL FACILITY. Any park, playground, recreation fields, pavilion, gazebo, hut, publicly designated open space and greenway, bikeway, trail, picnic area, concession stand, kitchen area, outdoor grill area, ranges, splash pads, natural area, forest, preserve, hammock, waterways, water recreational areas, docks, swimming pool, tennis court, and the areas designated for parking, roadways, walkways, paths, trails, restroom,

public service, maintenance, storage, and grounds which are provided in connection with such facilities, and other improvements thereto, or any other area in the city, owned, operated, or managed by or under the control of or assigned for upkeep, maintenance, or operation by the city and all related air rights owned, operated, or managed by the city and devoted to active or passive recreation including, but not limited to, the Pompano Beach Golf Course, and Public Beach.

PARK RANGER. A person hired and authorized by the city to patrol city park grounds, recreational facilities including public beaches, to ensure public compliance with designated portions of the Code of Ordinances. The Park Ranger shall be responsible for enforcement of the Code and shall have the authority to issue civil citations to violators for prohibited activities at the above locations as set forth by the Code.

PERMIT. An administrative or recreation or cultural facility document granting an individual or organization exclusive use of a City of Pompano Beach facility which is normally open to the public. The permit shall set forth the terms and conditions including applicable fees for use in accordance with approved policies and procedures. Additionally, the applicant shall be required to comply with all applicable laws and ordinances.

POMPANO BEACH PUBLIC BEACH. That portion of the beach bounded on the north by a line 19.6 feet south of and parallel to the south lot line of lot 4, Silver Beach, which boundary is also the south property line of 504 North Ocean Boulevard; on the west by the sidewalk on the east side of North Pompano Beach Boulevard; on the south by the north lot line of lot 2, block 1, Blount Brothers subdivision, this line also being the north line of the property located at 8 Briny Avenue; on the east by the Atlantic Ocean. Excluded from the above description is the existing Pompano Beach Fishing Pier and its adjacent parking lot. The public beach shall also include those areas set forth in § 98.14 of the Pompano Beach Code of Ordinances. The terms municipal beach, public beach, and municipal public beach as used in this chapter are synonymous.

PUBLIC EVENT.

(1) Any organized formation, parade, procession, or assembly consisting of persons, animals, vehicles, or any combination thereof, traveling in unison and with a common purpose upon any public street, highway, alley, sidewalk, courtyard, plaza, open space, or other public way which does not comply with normal and usual traffic regulations or controls; or

(2) Any other organized activity or set of activities conducted by an individual, group, or entity for a common or collective use or benefit including, but not limited to, events providing food concessions or alcoholic beverages, utilizing vendors or charging admission to invitees, exhibiting, showcasing or retailing products and which may involve the use of a park recreational or cultural facility or recreation activities center or the provision of city services ancillary to such use, including, but not limited to, road closures, Fire Rescue inspections or personnel, law enforcement or Public Works personnel, or the issuance of a building permit.

(3) CITY PUBLIC EVENT is an event which is initiated, financed and executed by the city and approved by the City Commission, not including arts and cultural programming. Examples of CITY PUBLIC EVENTS include the Annual Nautical Flea Market, July 4 Celebration, Music Under The Stars and the Annual Yuletide Celebration, Old Town Untapped and Green Market Pompano Beach. It does not include events in which the city is merely listed as a co-sponsor.

PUBLIC EVENT COMMITTEE. The PUBLIC EVENT COMMITTEE shall review all public event applications to approve or disapprove and set conditions for any such event based upon the criteria set forth in this chapter. The PUBLIC EVENT COMMITTEE shall be comprised of representatives as appointed by the City Manager from the following departments: Public Works, Parks and Recreation, Cultural Affairs, city's law enforcement agency, Risk Management, Development Services, Parking Enforcement, and Fire Rescue.

RECREATION CENTER OR RECREATION ACTIVITIES CENTER. Auditoriums, banquet rooms, and other recreational areas within or adjacent to buildings owned, leased, operated, or managed by or under the control of or assigned for upkeep, maintenance, or operation by the city and all related air rights including, but not limited to, the Aquatics Center, Houston/Sworn Aquatic Center, Emma Lou Olson Civic Center, E. Pat Larkins Civic Center, Herb Skolnick Civic Center, Charlotte J. Burrie Civic Center, and Municipal Tennis Center; such facilities as identified and regulated under §§ 98.45 through 98.53, entitled "Recreation Activities Center."

('58 Code, § 33.04) (Ord. 713, passed 7-28-59; Am. Ord. 65-32, passed 3-8-65; Am. Ord. 78-28, passed 1-31-78; Am. Ord. 81-31, passed 1-27-81; Am. Ord. 88-67, passed 6-14-88; Am. Ord. 88-74, passed 7-19-88; Am. Ord. 89-96, passed 9-19-88; Am. Ord. 90-2, passed 9-19-89; Am. Ord. 93-23, passed 2-9-93; Am. Ord. 2012-12, passed 11-22-11; Am. Ord. 2014-27, passed 2-25-14; Am. Ord. 2019-02, passed 10-9-18; Am. Ord. 2019-24, passed 1-22-19; Am. Ord. 2019-109, passed 9-24-19; Am. Ord. 2022-25, passed 2-8-22)

ATTACHMENT B

§ 98.14 BEACH/PEDESTRIAN ACCESS WAY.

Beach/pedestrian access way includes the following described property.

(A) Southeast 2nd Street. The 50-foot wide right-of-way of Southeast 2nd Street extending from the east right-of-way line of Briny Avenue to the Atlantic Ocean.

(B) Southeast 4th Street. The 50-foot wide right-of-way of Southeast 4th Street extending from the east right-of-way line of Briny Avenue to the Atlantic Ocean.

(C) Southeast 6th Street. The 50-foot wide right-of-way of Southeast 6th Street extending from the east right-of-way line of Briny Avenue to the Atlantic Ocean.

(D) Southeast 8th Street. The 50-foot wide right-of-way of Southeast 8th Street extending from the east right-of-way line of Briny Avenue to the Atlantic Ocean.

(E) Southeast 12th Street. The 46-foot wide right-of-way of Southeast 12th Street extending from a line across the right-of-way at the western face of the existing simulated coral rock wall, eastward to the Atlantic Ocean.

(F) Northeast 16th Street. The 50-foot wide right-of-way of Northeast 16th Street from a line extending across the right-of-way at the western face of the existing simulated coral rock wall, eastward to the Atlantic Ocean.

~~(G) Northeast 13th Street. The 50-foot wide right-of-way of Northeast 13th Street from a line extended across the right-of-way at the face of the existing simulated coral rock wall, eastward to the Atlantic Ocean. [Not included in RFP E-32-22 Beach Cleaning Service]~~

(H) Northeast 10th Street. The 25-foot wide right-of-way of Northeast 10th Street lying east of the existing bulkhead and extending to the Atlantic Ocean.

(Ord. 81-31, passed 1-27-81; Am. Ord. 2014-27, passed 2-25-14)

Cross-reference:

Hours of operation, see § 98.13 (A)