

**PINE TREE WATER
CONTROL DISTRICT**

December 5, 2019

AGENDA PACKAGE



Pine Tree Water Control District

November 28, 2019

Board of Supervisors
Pine Tree Water Control District

Dear Board Member:

The regular meeting of the Board of Supervisors of the Pine Tree Water Control District will be held Thursday, December 5, 2019 at 6:00 p.m. at the Parkland City Hall, 6600 North University Drive, Parkland, Florida. Following is the advance agenda for this meeting:

- 1. Roll Call**
- 2. Audience Comments**
- 3. Approval of Minutes of the October 3, 2019 Meeting**
- 4. District Manager's Report**
 - A. Update Status of the Collaboration with the City Regarding the Stormwater**
 - B. Consideration of Encroachment Agreement for 4638 NW 57th Lane**
 - C. Motion to Assign Fund Balance as of September 2019**
- 5. Purchase of Triploid Grass Carp, Piggybacking on Broward County Contract**
- 6. Attorney's Report**
- 7. Engineer's Report**
- 8. Supervisor's Requests**
- 9. Approval of Financials Dated October 2019 and Check Registers**
- 10. Adjournment**

Any items not included in the agenda package will be distributed under separate cover. The balance of the agenda is routine in nature and will be discussed at the meeting. I look forward to seeing you at the meeting and in the meantime if you have any questions, please contact me.

Sincerely,

Kenneth Cassel

Kenneth Cassel/ab
Inframark, Infrastructure Management Services

cc: Warren R. Craven, D.J. Doody, Shawn Frankenhauser, Houman Assari

210 N. University Drive, Suite #702, Coral Springs, Florida • Phone: 954.603.0033 • Fax: 954-345.1292

Third Order of Business

**MINUTES OF MEETING
PINE TREE WATER CONTROL DISTRICT**

A meeting of the Board of Supervisors of the Pine Tree Water Control District was held on Thursday, October 3, 2019 at 6:07 p.m. at the Public Works Department, 6500 Parkside Drive, Parkland, FL.

Present and constituting a quorum were:

Paul Brewer	Chairman
Bob Mayersohn	Assistant Secretary
Werner T. Vaughan	Assistant Secretary

Also present were:

Kenneth Cassel	District Manager
D.J. Doody	District Counsel
Shawn Frankenhauser	Field Manager

The following is a summary of the minutes and actions taken during the October 3, 2019 PTWCD Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Cassel called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Audience Comments

- None

THIRD ORDER OF BUSINESS

Approval of the Minutes of August 15, 2019

- Mr. Cassel asked if there were any additions, changes or corrections to the minutes. There being none,

On MOTION by Mr. Mayersohn seconded by Mr. Vaughan with all in favor the minutes of August 15, 2019 were approved.
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FOURTH ORDER OF BUSINESS

District Manager's Report

A. Update Status regarding Coral Creek Homeowners

October 3, 2019

Pine Tree Water Control District

- Mr. Doody informed the Board he exchanged emails with the County Attorney's office. They have service on the Homeowner's Association and the answer is due on Monday, but the attorney for the Homeowners Association is requesting a meeting with the County, but the County is pursuing it. Further discussion ensued regarding this matter.

B. Update Status of the Collaboration with the City Regarding the Stormwater

- Mr. Cassel informed the Board that they had a meeting with the City and Mr. Vaughan attended.
- Mr. Vaughan provided an overview of the meeting and provided his input as it relates to the meeting discussion.
- He suggested the District work with the City to come up with a process to collaborate in an effort that will benefit not only the city but their drainage District.
- Discussion ensued regarding educating the residents as Mr. Vaughan felt the process of education might eliminate some of the questions that are fielded to them and to the City.
- A follow-up meeting with the City will occur in November.
- The chain of command needs to be worked out during this interim collaboration and should be part of the process. Further discussion ensued regarding this matter.

C. Acceptance of the FY2019 Audit Engagement Letter

- Mr. Cassel presented the FY2019 audit engagement letter from Grau and Associates to the Board. This is the third year in their four-year deal with them. The cost is an amount not to exceed \$3,700 which is the same amount as last year.

<p>On MOTION by Mr. Mayersohn seconded by Mr. Vaughan with all in favor the FY2019 audit engagement letter from Grau and Associates was accepted.</p>

D. Consideration of Encroachment Agreement for 4638 NW 57th Lane

- This agreement was sent under separate cover. Mr. Cassel stated the resident is asking for maintenance at the back as they wish to place a fence on the property line. There is

October 3, 2019

Pine Tree Water Control District

enough bank from the property line down to the water to maintain it so it is not a problem.

- In talking with Mr. Frankenhauser, one of the conditions they would like to put into the encroachment agreement is there is some patio pavers and as well as some coconut palms that they planted or either someone prior planted beyond the fence in our right of way. Part of the encroachment agreement in allowing to place the fence in there is to remove the palm coconut trees.
- Mr. Vaughan looked through the entire corridor and had not seen any other fence in that area, and it appears this is one of the first fences. He questioned whether this was a good thing when they have the maintenance area there and is going to be the first fence constructed on the site in this group.
- Mr. Frankenhauser stated yes they would be maintaining the area because as far as access, staff can get in there on foot to take care of the maintenance.
- The Board discussed in detail the wording of the encroachment agreement as well as the terms. The Board opted to inform the resident of the terms prior to presenting the agreement for execution, therefore this item was tabled until the next meeting.
- Mr. Cassel presented another item for discussion with the Board. He stated in conjunction with the stormwater as part of his discussion with Mr. Craven, he has started to draft a letter to the head of FDOT copying the governor. He will be informing them it has been 10 years and the District has not been able to get anyone from FDOT to resolve the issues with the wall which is adversely impacting the drainage in the District and Parkland. They own the middle rein of Sawgrass for 900 feet and they have gone three times with three different rounds of their consulting up the chain and it dies, so something needs to happen. Mr. Craven is preparing a timeline of all the meetings which will be included in the letter and once the letter is completed Mr. Cassel will provide it to Mr. Doody to review. Hopefully will get FDOT to come out to clear that brush that they could not get into, get off that wall as it would be expensive for the District to clear.
- Further discussion ensued regarding this matter.

FIFTH ORDER OF BUSINESS

Attorney's Report

- None.

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SIXTH ORDER OF BUSINESS

Engineer's Report

- None.

SEVENTH ORDER OF BUSINESS

Supervisor Requests

- Mr. Brewer questioned who is cleaning the wall, but will contact North Springs on this matter.
- Mr. Cassel stated Mr. Craven is working on a RFP for getting a profile of the two main canals to ensure their profiles are where they should be. If they get FDOT in there they can get that profile put back into place to make sure they have the right volumes coming through.

EIGHTH ORDER OF BUSINESS

Approval of Financials Dated August 2019 and Check Register

On MOTION by Mr. Mayersohn seconded by Mr. Brewer with all in favor the financials, dated August 2019 and check registers were approved.
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- Mr. Frankenhauser shared regarding the local bills up for discussion as it relates to the way the Supervisors are elected for the local Districts and asked if Pine Tree would consider this legislation.

NINTH ORDER OF BUSINESS

Adjournment

- There being no further business,

On MOTION by Mr. Mayersohn seconded by Mr. Vaughan with all in favor the meeting was adjourned.

Kenneth Cassel, Secretary

Paul Brewer, Chairman

Fourth Order of Business

4B

This Instrument was Prepared by:
Donald J. Doody, Esquire
 Goren, Cherof, Doody & Ezrol, P.A.
 3099 East Commercial Boulevard, Suite 200
 Fort Lauderdale, Florida 33308

ENCROACHMENT AGREEMENT

THIS IS AN ENCROACHMENT AGREEMENT entered into on this ____ day of _____, 2019, by and between the **Pinetree Water Control District, a local governmental body, corporate and politic** (hereinafter the "DISTRICT"), and _____ (hereinafter the "OWNERS").

In consideration of the mutual covenants and the, conditions contained in this Encroachment Agreement, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties hereby agree as follows:

1. Pursuant to a Motion duly adopted at its meeting of _____, the Board of Supervisors of the DISTRICT authorized the proper DISTRICT officials to enter into this Encroachment Agreement.

2. The OWNERS own the real property located at _____ (the "Property") which is more particularly described as follows:

3. The OWNERS own and maintain an existing single family residence on the Property and wish to install a fence encroaching onto the canal maintenance easement running in favor of the DISTRICT (the "Encroachment"). The OWNERS sought permission from the DISTRICT to allow installation of the Encroachment on the Property that would encroach into the canal maintenance easement, as depicted in **Exhibit A** (the "Easement").

4. The Board of Supervisors, on behalf of the DISTRICT, hereby grants the OWNERS permission to install the Encroachment in the DISTRICT'S Easement subject to the following conditions:

- A) Owners shall remove all trees and palms located in the District's Easement area; and
- B) Owners shall post a Cash Bond with the District in the amount of \$1,000.00 on or before November ____, 2019; and
- C) Owners shall provide to the District a survey current within ninety (90) days of October 1 2019, and
- D) Owners shall provide to the District an opinion of title from a Florida licensed lawyer or title company certified to the District; and
- E) Owners shall obtain all permits and approvals required by any governmental entity or Homeowner Association prior to the installation of the fence.
- F) In the event the District is required to undertake maintenance activity within the encroachment area, the Owners shall remove any and all patio pavers located in the encroachment area. The failure to do so shall result in the District removing the patio pavers with no obligation to repair or replace any patio pavers removed.

OWNERS acknowledge that they and their successors and/or assigns shall bear all costs associated with removal of the Encroachment on the DISTRICT'S Easement, if removal is required as set forth below.

5. The DISTRICT hereby agrees that the Encroachment, as shown on **Exhibit A**, may encroach onto the DISTRICT'S Easement, provided the Encroachment is installed no closer than five (5) feet from the rear Property line. Further, the OWNERS agree that no landscaping or any additional installations will be made in the area between the rear Property line and the Encroachment, and the Encroachment shall be installed subject to all applicable laws, rules or regulations of the City of Coral Springs or any Owner's Association.

6. OWNERS, for themselves and their successors and/or assigns, agree to indemnify and hold the DISTRICT harmless from any and all liability incurred now or in the future as a result of any claim, injury, death or property damage, directly or indirectly resulting due to the existence of, or the failure to maintain the Encroachment or any part of it.

7. It is understood that this Encroachment Agreement is granted to the OWNERS for their sole benefit and as a special exception to the policy of the DISTRICT and that this Encroachment Agreement shall be construed most strictly in favor of DISTRICT and against the OWNERS.

8. This Encroachment Agreement may be canceled and terminated by the DISTRICT upon thirty (30) days written notice if it is determined by the DISTRICT that ; 1) there exists a material risk to the public safety arising from the Encroachment; 2) it is determined by the DISTRICT that the Encroachment must be modified or removed to accommodate the maintenance of the canal, abutting the subject Property; and 3) the Owners fail to satisfy all conditions set forth in Section 4 herein. Such termination shall be at OWNERS' sole cost and expense. In the event OWNERS fail to remove all or any part of such Encroachment within thirty (30) days after written demand by the DISTRICT to do so, DISTRICT is authorized to remove the Encroachment or any portion of it, and all costs associated with the removal, shall become a lien against the Property, which lien may be enforced through foreclosure and shall include court costs and reasonable attorneys' fees.

9. OWNERS agree that the Encroachment described on **Exhibit A** shall not be substantially expanded, the only expansion permitted being to comply with all applicable laws, rules or regulations. The OWNERS further agree to allow access to the Easement if requested by the DISTRICT, and in the event of an emergency situation that requires the removal of the Encroachment, the OWNERS would reinstall at OWNERS' expense. OWNERS acknowledge that no grazing of livestock is permitted within the DISTRICT'S Easement at any time.

10. This Encroachment Agreement shall not be effective until it has been executed by all parties and recorded in the Public Records of Broward County, Florida, at OWNERS' expense. The OWNERS further agree to pay the DISTRICT'S legal fees in the amount of \$500.00 incurred in the preparation of this Encroachment Agreement upon execution.

11. The provisions of this Encroachment Agreement are covenants running with the land affecting the Property, and are binding upon the OWNERS and their respective successors and/or assigns.

12. This Encroachment Agreement shall be of no force and effect if not properly executed by all parties within thirty (30) days from the date first appearing above, unless the parties by mutual agreement in writing shall, for good cause, extend the time for execution.

13. The term of this Encroachment Agreement shall be five (5) years from the date this Agreement is signed by an authorized District board member. At the expiration of ten (10) years this Agreement shall automatically be extended for an additional ten (10) year term unless terminated by the District.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

PINETREE WATER CONTROL DISTRICT

By: _____
Paul Brewer, President

(CORPORATE SEAL)

Date: _____

WITNESSES:

OWNER:

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me on this ____ day of _____, 2019, by **Paul Brewer, as President of the Pinetree Water Control District**, on behalf of the District, who is personally known to me or has produced a Florida Driver's License as identification.

Notary Public, State of Florida

**STATE OF FLORIDA
COUNTY OF BROWARD**

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by _____, who are personally known to me or have produced a Florida Driver's License as identification.

Notary Public, State of Florida

4C.

PINE TREE WATER CONTROL DISTRICT

Motion: Assigning Fund Balance as of 09/30/2019

The Board hereby assigns the FY 2019 Reserves per the September 30, 2019 Balance Sheet as follows:

Operating Reserve	\$ 167,970
Reserves – Equipment	\$ 67,000
Reserves – Infrastructure	\$ 121,004

Fifth Order of Business



Finance and Administrative Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212 • Fort Lauderdale, Florida 33301 • 954-357-6066 • FAX 954-357-8535

TRANSMITTED VIA EMAIL

January 9, 2017

Ronald Slay
Florida Fish Farms, Inc.
9684 CR 705
CENTER HILL, FL 33514
Email: ronslay@sum.net

RE: Solicitation No. Y2113309Q1, Triploid Grass Carp

Dear Ronald Slay:

This is to confirm that the Director of Purchasing has accepted your solicitation response on the above-referenced solicitation.

A tabulation of all responses received is enclosed, with item(s) awarded to your firm indicated.

The Contract is in effect for the period beginning 4/7/17 and ending 4/6/18. Purchase Order(s) will be placed as and when required.

A copy of this Notice, with a copy of your solicitation response, including all terms and conditions, is being forwarded to all Using Agencies.

Thank you for your interest in doing business with Broward County.

Sincerely,

Brenda J. Billingsley, Director
Purchasing Division

By: _____
Amy Almanzar, Purchasing Agent

C: Ellie O'Connell, Water and Wastewater Services



Florida Fish Farms, Inc.
9684 CR 705
Center Hill, Florida 33514

Phone: (352) 793-4224
Fax: (352) 793-6898

November 6, 2019

Mr. Shawn Frankenhauser
Stormwater Dept. Manager
Coral Springs Improvement District
Pinetree Water Control District
10300 NW 11th manor
Coral Springs, FL 33071

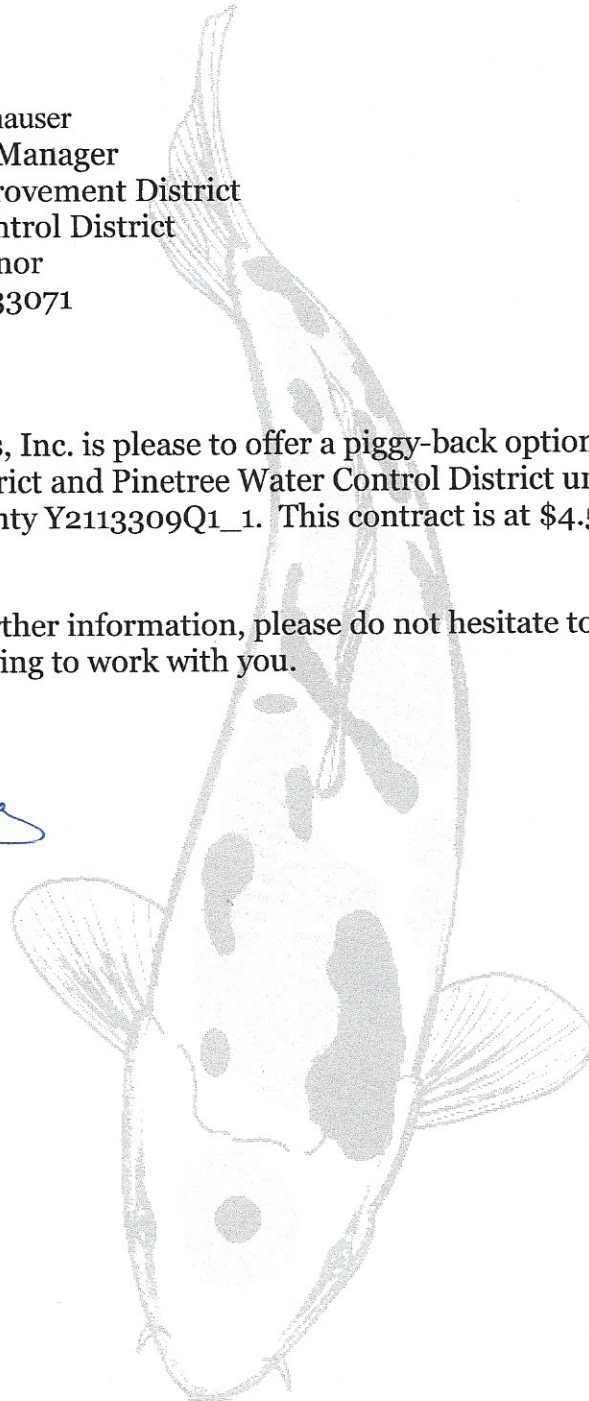
Dear Shawn,

Florida Fish Farms, Inc. is please to offer a piggy-back option to Coral Springs Improvement District and Pinetree Water Control District under our contract with Broward County Y2113309Q1_1. This contract is at \$4.50 per Triploid Grass Carp delivered.

If you need any further information, please do not hesitate to contact us. We look forward to continuing to work with you.

Sincerely,

Ronald D. Slay
President



Solicitation Y2113309Q1

Triploid Grass Carp

Bid Designation: Public



Broward County Board of County Commissioners

**Bid Y2113309Q1
Triploid Grass Carp**

Bid Number Y2113309Q1
Bid Title Triploid Grass Carp

Bid Start Date Dec 12, 2016 4:40:05 PM EST
Bid End Date Dec 19, 2016 5:00:00 PM EST
Question &
Answer End Date Dec 16, 2016 5:00:00 PM EST

Bid Contact Amy Almanzar
Purchasing
aalmanzar@broward.org

Contract Duration **1 year**
Contract Renewal 4 annual renewals
Prices Good for **120 days**

Bid Comments **This solicitation is for the purchase of Triploid Grass Carp for Water and Wastewater Services in accordance with the Specifications and Requirements.**

Goal Participation: Not applicable to this solicitation.

Questions and Answers: The County provides a specified time for Vendors to ask questions and seek clarification regarding the requirements of the solicitation. All questions or clarification inquiries must be submitted through BidSync by the date and time referenced in the solicitation document (including any addenda). The County will respond to all questions via Bid Sync.

The County is not obligated to respond to any questions received after the deadline.

Vendor MUST submit its solicitation response electronically and MUST confirm its submittal in order for the County to receive a valid response through BidSync. Refer to the Purchasing Division website or contact BidSync for submittal instructions. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Vendors are encouraged to submit their responses in advance of the due date and time specified in the solicitation document. In the event that the Vendor is having difficulty submitting the solicitation document through Bid Sync, immediately notify the Purchasing Agent and then contact BidSync for technical assistance.

Item Response Form

Item Y2113309Q1--01-01 - Triploid Grass Carp
Quantity 3500 each
Unit Price
Delivery Location **Broward County Board of County Commissioners**
EV0061
WWS WATER SUPPLY WAREHOUSE
ATTN: WATER MANAGEMENT
2555 W COPANS ROAD
POMPANO BEACH FL 33069

Qty 3500

Description

Triploid Grass Carp: Live, Certified, Must measure between 10 in. to 12 in., per all Specifications and Requirements.

Specifications and Requirements

Triploid Grass Carp

SCOPE: Purchase and deliver of Triploid Grass Carp. The Triploid Grass Carp are an integral part of the County's effort to maintain canals and bodies of water within our jurisdictions. The use of this fish is a proven method for controlling aquatic vegetation. Contractor shall provide all labor, materials, transportation and equipment required to furnish and deliver, upon request, varying quantities of Triploid Grass Carp to various locations throughout Broward County as defined herein. A typical delivery may consist of 500 to 1000 Triploid Grass Carp per tank transported to 1 to 20 sites in a day. Unit prices quoted are inclusive of all costs.

No.	Description		Comply?		Comments
			Yes	No	
1	Specifications				
	1.1	Only live, certified 100% Triploid Grass Carp will be supplied on this contract; Certified by the Florida Fish and Wildlife Conservation Commission.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
	1.2	Sizes: Minimum 10 inches, Maximum 12 inches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
	1.3	Contractor shall subject Triploid Grass Carp to a treatment for control of ecto-parasites prior to delivery.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
	1.4	Contractor shall use the following treatments and specifications for transporting Triploid Grass Carp: <ul style="list-style-type: none"> a. 41bs NaCl/100 gallon water b. Add CaCl₂ and MG SO₄ if total hardness is less than 150 parts per million (ppm) to bring up total hardness up to 150 ppm. c. Transport shall not have less than 8 ppm of DO and not more than 12 ppm. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
	1.5	Triploid Grass Carp shall be tempered prior to introduction to a water body by following the following tempering schedule: <ul style="list-style-type: none"> 0-5 Degrees Fahrenheit for 20 minutes 5-10 Degrees Fahrenheit for 30 minutes 10-20 Degrees Fahrenheit for 45 minutes 20-25 Degrees Fahrenheit for 90-120 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

		minutes			
	1.6	Contractor shall remove the Triploid Grass Carp from tanks in nets and place in the water until movement of the Triploid Grass Carp is confirmed.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
2	Warranty				
	2.1	Conditions where no other species of fish are dying within a body of water that has recently been stocked with live Triploid Grass Carp, then these carp will be warranted against mortality for a period of thirty (30) calendar days after the stocking.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
3	Qualification				
	3.1	Contractor is required to have a valid permit issued from the Florida Fish and Wildlife Conservation Commission to possess and raise Triploid Grass Carp at the time of bid submittal. (Reference Florida Administrative Code 68A-23.088 Regulations Governing Grass Carp)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
	3.2	Contractor shall provide photocopies of permit with their bid submittal or within three (3) business days from the date requested by the County. Failure to supply this permit may result in your bid being deemed non-responsive.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
4	Delivery				
	4.1	Delivery shall be in lots of no more than 1,000 each unless agreed upon by the Water and Wastewater Services, Water Management Division (WMD)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
	4.2	Delivery shall be to all locations requested by WMD at various quantities; there shall be no minimum delivery requirement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
	4.3	Delivery is desired within 30 calendar days after receipt of Purchase Order. Please indicate delivery time after receipt of Purchase Order: <input type="text"/> calendar days	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>
	4.4	Delivery location will be indicated on the Purchase Order Technical Contact: Adam Gardner, 954-831-0754	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>

SPECIAL INSTRUCTIONS TO VENDORS (IN ADDITION TO GENERAL CONDITIONS)

Triploid Grass Carp

A. Scope:

Vendors are invited to respond for an open-end contract to furnish Triploid Grass Carp for Water and Wastewater Services.

The initial contract period shall start on date of award, or upon expiration of the current contract, whichever is later, and shall terminate one year from that date. The Director of Purchasing may renew this contract for four, one year periods subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of Intent to Renew will be sent in advance of expiration date of this contract. The Vendor will complete delivery and the County will receive delivery on any orders mailed to the Vendor prior to the date of expiration.

All prices, terms and conditions shall remain fixed for the initial period of the contract. In addition, all prices, terms and conditions shall remain fixed for the renewal period of the contract. There will be no allowable price escalations for fuel costs throughout any contract period(s), unless otherwise specified in this document.

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct purchase orders by various County agencies, make random, open market purchases for any or all of the item(s) on any open end contract or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided for in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

B. Specifications and Requirements:

Specifications and Requirements, are included hereto and made a part hereof. Whenever the Technical Specifications address a third party (i.e. manufacturer, applicator, subcontractor, etc.) it is to be construed as the Vendor through the third party.

C. Office of Economic and Small Business Requirements:

Not applicable to this solicitation.

D. Federal Transit Administration Requirements:

Not applicable to this solicitation.

E. Vendor Responsibilities:

The Vendor will be responsible for the provision, installation (if applicable, per Specifications and Requirements) and performance of all equipment, materials, services, etc. offered in his or her submittal. The Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of his or her own manufacture.

Vendor shall perform the Work with its own organization, amounting to not less than 100 percent of the Contract Price.

F. Certification Requirements:

Contractor is required to have a valid permit issued from the Florida Fish and Wildlife Conservation Commission to possess and raise Triploid Grass Carp at the time of bid submittal. (Reference Florida Administrative Code 68A-23.088 Regulations Governing Grass Carp)

Proof of certification should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

General Conditions

These are standard instructions for Invitations to Bid and Quotation Requests issued by the Broward County Board of County Commissioners (County). The County may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Instructions to Vendors or in the price sheets. By acceptance of a purchase order or award notification issued by the County, Vendor agrees that the provisions included within this solicitation, which upon award serves as the executed contract, shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Digital versions of this solicitation are provided for the convenience of the Vendor. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

1. Execution of Solicitation Response:

- (a) Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.
 - (b) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.
 - (c) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.
 - (d) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.
2. **Withdrawal:** No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.
3. **Submission of Bids and Quotations:** Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.
4. **Bid Opening (Invitation for Bids only):** All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and

time.

5. **Addenda:** Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.
6. **Prices, Terms, and Payments:** Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
 - (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
 - (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
 - (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.
 - (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
 - (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.
 - (f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
 - (g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
7. **Open-End Contract:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
8. **Contract Period (Open-End Contract):** The initial contract period shall start and

terminate as indicated in the Special Instructions to Vendor. The Vendor will complete delivery and the County will receive delivery on any orders transmitted to the Vendor prior to the expiration date. The Director of Purchasing may renew this contract subject to Vendor acceptance, satisfactory performance, and determination that renewal is in the best interest of the County. The County will provide Notification of Intent to Renew in advance of the contract expiration date. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. ***In the event scheduled services will end because of contract expiration, the Vendor shall continue the service at the direction of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.***

9. **Fixed Contract Quantities:** Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.
10. **Awards: If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications.** As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced. A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a \$0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all responses.
11. **Payment:** Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.
12. **Termination:**
 - (a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.
 - (b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the

specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.

- (c) **For Convenience:** The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that is has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.
13. **Conditions and Packaging:** Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.
14. **Safety Standards:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.
15. **Non-Conformance to Contract Conditions:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.
16. **Inspection, Acceptance and Title:** Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.
17. **Governmental Restrictions:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept

any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

18. **Legal Requirements:** Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.
19. **Indemnification:** Vendor shall at all times hereafter indemnify, hold harmless and, defend County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, Vendor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this contract including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Vendor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend County. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract.

For construction contracts, Vendor shall indemnify and hold harmless County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this contract may be retained by County until all of County's claims for indemnification pursuant to this contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The provisions and obligations of this section shall survive the expiration or earlier termination of this contract.

20. **Notice:** Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301-1801

Vendor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

21. **Jurisdiction, Venue, Waiver of Jury Trial:** The contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the contract and any action involving the

enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this contract, Vendor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in an lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

22. **Patents and Royalties:** The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.
23. **Assignment, Subcontract:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.
24. **Qualifications of Vendor:** The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to County. The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.
25. **Equal Employment Opportunity:** No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the

provisions of this non-discrimination clause.

The Vendor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26, as amended. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

26. **Modifications:** All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.
27. **Resolution of Protested Solicitations and Proposed Awards:** In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:
- (a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
 - (b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.
 - (c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract which does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
 - (d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.
 - (e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
\$30,000 - \$250,000	\$500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

28. **Public Entity Crimes Act:** Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this

solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

29. **Purchase by Other Governmental Agencies:** Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made between any other governmental unit and the Vendor as a result of this solicitation.
30. **Public Records:** The County is a public agency subject to Chapter 119, Florida Statutes. Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
 - (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (c) 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; and
 - (d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.
 - (e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.
31. **Audit Right and Retention Records:** County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.
- Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.
32. **Procurement Code:** The entire chapter of the Broward County Procurement Code can be

obtained from the Purchasing Division's website at: www.broward.org/purchasing.

33. **Ownership of Documents:** All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then due to Vendor until Vendor complies with the provisions of this section.

34. **State of Florida Division of Corporations Requirements:** It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor must obtain the authority to conduct business in the State of Florida. Corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of a submission to this solicitation may be deemed non-responsible.

If successful in obtaining a contract award under this solicitation, the Vendor must remain in good standing throughout the contractual period of performance.

35. **Cone of Silence Ordinance (Invitations For Bids):** In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.

(a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the solicitation.

(b) The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.

(c) Any violations of this ordinance by any representative of the Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

36. **Contingency Fees:** By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.

37. **Local Business Tax Receipt Requirements:** All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-

6200.

38. **Battery Disposal:** The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.
39. **Dun & Bradstreet Report Requirement:** The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.
40. **Code Requirements:** The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.
41. **Special Notice:** In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.
42. **Samples:** Samples or drawings, when required, shall be free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to the Vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.
43. **Vendor Responsibilities:** Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.
44. **Vendor Evaluation:** The Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at :
broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf.
An interim performance evaluation of the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.
45. **Warranties and Guarantees:** The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.
46. **"Or Equal" Clause:** Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

VENDOR ACKNOWLEDGEMENT

This form must be completed and submitted with the Vendor's submittal. Failure to comply will deem vendor non-responsive.

1. LEGAL BUSINESS NAME:
2. FEDERAL EMPLOYER I.D. NO. (FEIN):
3. DUN AND BRADSTREET NO.:
4. DOING BUSINESS AS/ FICTITIOUS NAME (if applicable):
5. WEBSITE ADDRESS (if applicable):
6. PRINCIPAL PLACE OF BUSINESS ADDRESS:
7. TELEPHONE NO.: FAX NO.:
8. TYPE OF BUSINESS (check appropriate box):
 - ☐ Corporation (Specify the State of Incorporation):
 - ☐ Sole Proprietor ☐ Limited Liability Corporation (LLC) ☐ Limited Partnership
 - ☐ General Partnership (State and County filed in)
 - ☐ Other – Specify
9. AUTHORIZED CONTACT FOR YOUR FIRM:

Name: <input type="text"/>	Title: <input type="text"/>
Telephone Number: <input type="text"/>	Fax Number: <input type="text"/>
E-mail: <input type="text"/>	
10. LIST ALL ADDENDA ACKNOWLEDGED:

BY EXECUTING THIS ACKNOWLEDGEMENT FORM, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS.

<input type="text"/>	<input type="text"/>	
*AUTHORIZED SIGNATURE/NAME	TITLE	DATE

* I certify that I am authorized to sign this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. As the Vendor's authorized representative, I attest that any and all statements, oral, written or otherwise, made in support of the Vendor's response, are accurate, true and correct. I also acknowledge that inaccurate, untruthful, or incorrect statements made in support of the Vendor's response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code. I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).

VENDOR QUESTIONNAIRE

The completed Vendor Questionnaire should be submitted with the solicitation response but must be submitted within three business days of County's request. Failure to provide the completed questionnaire timely may result in the Vendor being deemed non-responsive. **If a response requires additional information, the Vendor should attach/upload a written detailed response; each response should be numbered to match the question number.** The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the Vendor Questionnaire be knowledgeable about the proposing Vendor's business and operations.

1. LIST NAME AND TITLE OF EACH PRINCIPAL, OWNER, OFFICER, AND MAJOR SHAREHOLDER:

- a)
- b)
- c)
- d)

2. Specify the type of services or commodities your firm offers:

3. How many years has your firm been in business while providing the services and/or products offered within this solicitation?

4. Is your firm's business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? ☐ Yes ☐ No

5. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer's warranty with Broward County recorded as the original purchaser? ☐ Yes ☐ No
The County reserves the right to verify prior to a recommendation of award. ☐ N/A (if service)

6. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached a written response. ☐ Yes ☐ No

7. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached a written response. ☐ Yes ☐ No

8. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached a written response. ☐ Yes ☐ No

9. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached a written response. ☐ Yes ☐ No

10. Has your firm's surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor's sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. ☐ Yes ☐ No

Vendor Name:

11. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? ☐ Yes ☐ No

12. Would your firm accept a Visa credit card as payment from Broward County?
☐ Yes ☐ No
13. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract. Living Wage had an effect on the pricing.
☐ Yes ☐ No
☐ N/A
- If yes, Living Wage increased the pricing by % or decreased the pricing by %.

14. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

Select One:

- ☐ Vendor certifies that this offer is made independently and free from collusion; or
- ☐ Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Questions 15 - 18 are only applicable to service contracts or a construction contracts (repair, maintain or furnish and install) solicitations:

15. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet.

16. Has your firm completely inspected the project site(s) prior to submitting response? ☐ Yes ☐ No
17. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. ☐ Yes ☐ No
18. What equipment does your firm own that is available for this contract?

Vendor Name:

19. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. **Only one (1) Broward County Board of County Commissioners agency reference may be submitted.** If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference No. 1:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates
(Month and Year):

Contract Amount:

Reference No. 2:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates
(Month and Year):

Contract Amount:

Reference No. 3:

Scope of Work:

Contract/Project Title:

Agency:

Contact Name/Title:

Contact Telephone:

Email:

Contract/Project Dates
(Month and Year):

Contract Amount:

Name of Vendor:

Litigation History Requirement:

- A. The County will consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors are required to disclose to the County all "material" cases filed or resolved in the three (3) year period ending with the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. If the Vendor is a joint venture, the information provided should encompass the joint venture (if it is not newly-formed for purposes of responding to the solicitation) and each of the entities forming the joint venture.
- B. For each material case, the Vendor is required to provide all information identified, on the Litigation History Form.
- C. For purpose of this disclosure requirement, a "case" includes lawsuits, administrative hearings and arbitrations. A case is considered to be "material" if it relates, in whole or in part, to any of the following:
 - 1. A similar type of work that the Vendor is seeking to perform for the County under the current solicitation;
 - 2. An allegation of negligence, error or omissions, or malpractice against the Vendor or any of its principals or agents who would be performing work under the current solicitation;
 - 3. A Vendor's default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - 4. The financial condition of the Vendor, including any bankruptcy petition (voluntary and involuntary); or
 - 5. A criminal proceeding or hearing concerning business-related offenses in which the Vendor or its principals (including officers) were/are defendants.
- D. Notwithstanding the descriptions listed in paragraphs 1 – 5 above, a case is not considered to be "material" if the claims raised in the case involve only garnishment, auto negligence, personal injury, or a proof of claim filed by the Vendor.
- E. A Vendor is also required to disclose to the County any and all case(s) that exist between the County and any of the Vendor's subcontractors/subconsultants proposed to work on this project.
- F. Failure to disclose any material case, or to provide all requested information in connection with each such case, may result in the Vendor being deemed non-responsive. Prior to making such determination, the Vendor will have the ability to clarify the submittal and to explain why an undisclosed case is not material.

LITIGATION HISTORY FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes

- ☐ There are no material cases for this Vendor; or
☐ Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	<input type="text"/>
Name of Court or other tribunal	<input type="text"/>
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	<input type="text"/>
Brief description of the Subject Matter and Project Involved	<input type="text"/>
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: <input type="text"/> Email: <input type="text"/> Telephone Number: <input type="text"/>

Vendor Name:

Insurance Requirements: (Refer to the Insurance Requirement Form)

- A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
 2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Vendor Name:

Company Vehicle: Yes ☐ or No ☐

If Common Carrier (indicate carrier):

Other:

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.

- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
- D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
- E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.

Purchase, Delivery, and Installation Insurance Requirement

Agenda Page 48

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion & Collapse Hazard <input type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> Other: Mobile Equipment	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	\$ 2 mil
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined		
<input checked="" type="checkbox"/> WORKER'S COMPENSATION U.S. Longshoremen & Harbor Workers' Act/ & Jones Act is required for any activities on or about navigable water	STATUTORY	(each accident)	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY		\$ 1 mil	each accident
<input type="checkbox"/> PROFESSIONAL LIABILITY ~ E&O	claims-made form		
<input type="checkbox"/> PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County. or Installation Floater (see below)	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value
<input type="checkbox"/> Installation floater is required for any remodel, renovation, or installation over \$50 k if Builder's Risk or Property are not carried. Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value
Description: "Broward County" is listed as an additional insured on the commercial general liability and the business automobile liability policies. Waiver of subrogation in favor of the Certificate Holder applies to general liability, automobile liability, and workers compensation. Indicate Bid#, RLI#, OR RFP# on the certificate.			
Ref: Triploid Grass Carp			

Certificate Holder:

Broward County
 2555 W. Copans Rd
 Pompano Beach, FL 33069
 Attn: Adam Gardner - WMD



ELIZABETH PLASKA
 dc=cty, dc=broward, dc=bc,
 ou=Organization, ou=BCC, ou=RM,
 ou=Users, cn=ELIZABETH PLASKA
 2016.11.10 11:37:16 -05'00'

Risk Management Division
 valid for one year from the date of signature

Updated Oct 2015

Question and Answers for Bid #Y2113309Q1 - Triploid Grass Carp

Overall Bid Questions

There are no questions associated with this bid.

From: [PurchasingRenewals](#)
To: ronslay@sum.net
Cc: [Wilf, John](#); [Almanzar, Amy](#); [Calhoun, Christine](#); [PurchasingRenewals](#); [Billingsley, Brenda](#)
Subject: Vendor Confirmation Notification: Master Agreement Renewal - Y2113309Q1_1 - Triploid Grass Carp
Date: Tuesday, August 6, 2019 8:13:23 AM

Dear **FLORIDA FISH FARMS INC,**

This is a confirmation email that Vendor made a decision to RENEW for this Master Agreement.

NOTICE – MASTER AGREEMENT RENEWAL NOTIFICATION

Purchasing Agent: Amy Almanzar
Purchasing Agent Email: aalmanzar@broward.org
Agent Telephone Number: 954-357-5943

Contract Number: Y2113309Q1_1
Contract Title: Triploid Grass Carp

The contract is renewable through **4/6/2021**, if it is determined to be in the County's best interest. The County will send a notice if it agrees to renew the contract.

Contract Administrator

User Agency: WATER MANAGEMENT
Contract Administrator: John Wilf
Contract Administrator Telephone Number: 954-831-3233
Contract Administrator Email: jwilf@broward.org

Vendor Information

Vendor Name: FLORIDA FISH FARMS INC
Vendor Code: VC00023664
Vendor Contact: ronslay@sum.net
Vendor Email Address: ronslay@sum.net
Vendor Phone:

You can review this master agreement with the link below:



If you require assistance, please contact the Purchasing Agent named above.



Purchasing Renewal Team, Purchasing Division
115 S. Andrews Avenue, Fort Lauderdale, FL 33301
Email: PurchasingRenewals@broward.org

Office: 954-357-6066

www.broward.org/Purchasing

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Florida Fish Farms, Inc.

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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

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.

☐ Other (see instructions) ► _____

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
9684 County Road 705

6 City, state, and ZIP code
Center Hill, FL 33514

7 List account number(s) here (optional)

8 Requester's name and address (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

5	9	-	1	9	8	1	4	1	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ►

June M. Stacy

Date ►

6/26/18

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.



Finance and Administration Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing
Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

AWARD MEMORANDUM CHECKLIST

Date: 1/9/2017

Agent: Amy Almanzar

Solicitation No. and Title: Y2113309Q1, Triploid Grass Carp

1. AWARD INFORMATION:

☒ Open End Vendor: Florida Fish Farms, Inc. Vendor Number: VC00023664
Award: \$15,750
Master Agreement Total Five Year Potential Estimated Contract Amount: \$78,750
MA No.: Y2113309Q1

2. CONTRACT PERIODS (if open-end):

Initial Term:	4/7/17	to	4/6/18
Renewal No.1:	4/7/18	to	4/6/19
Renewal No.2:	4/7/19	to	4/6/20
Renewal No.3:	4/7/20	to	4/6/21
Renewal No.4:	4/7/21	to	4/6/22

3. BASIS FOR AWARD:

☒ Low

☐ Waive:

☐ Clarification:

☒ Price Analysis/Justification: Prices are deemed fair and reasonable. Refer to tab 5B of the file.

4. REJECT INFORMATION: Not Applicable

5. SOLICITATION INFORMATION:

Requisition No.: WMA0000090

Folder No.: 2113309

Client Agency: Water and Wastewater Services

☒ Unclassified/Not Assigned (Open Market)

The solicitation posted on 12/12/2016 and opened on 12/19/2016 with 1 response received and 0 declinations.

6. Office of Economic and Small Business Development (OESBD):

OESBD reviewed the scope of work and determined that this project will not contain goals.

7. ATTACHMENTS:

☒ PAR ☒ Bid Tab ☒ COI ☒ OESBD Memo ☒ Using Agency Concurrence

8. ADDITIONAL INFORMATION AND/OR SUMMARY: None

9. APPROVE:

☒ In accordance with the Broward County Procurement Code Section 21.31.a.4, the Director of Purchasing shall approve purchases \$250,000.00 and under, and \$400,000.00 or less for multi-year contracts.

APPROVAL AUTHORITY☒ APPROVE☐ DISAPPROVE

Amy Almanzar
Purchasing Agent

1/9/17
Date



Finance and Administration Services Department

PURCHASING DIVISION

115 S. Andrews Avenue, Room 212, Fort Lauderdale, Florida 33301 | 954-357-6066 | FAX 954-357-8535 | broward.org/Purchasing

Hours of Operation: Monday through Friday 8:30 a.m. to 5:00 p.m.

PURCHASING AGENT'S REPORT

DATE: December 2, 2016

TO: James Tillman, Purchasing Manager, Purchasing Division

FROM: Amy Almanzar, Purchasing Agent, Purchasing Division

SUBJECT: Request for Five Year Potential Term, Triploid Grass Carp

REFERENCE: Requisition WMA0000090 Contract Estimated Annual Value: \$20,000

Using Division: Water and Wastewater Services

The subject solicitation is for an open-end contract for triploid grass carp. Triploid grass carp is used to control aquatic vegetation in canals and other bodies of water.

Vendors must be authorized by the Florida Fish and Wildlife Conservation Commission (FWC) to sell triploid grass carp. It is requested to have a one-year initial term with four, one-year renewal periods for a total potential contract term of five years. It is recommended to have a longer potential term to reduce processing time and administrative costs of re-soliciting.

Per Memorandum Sequence No. 16-01, Delegation of Approval and Award Authority, the Purchasing Manager can approve multi-year contracts not to exceed 5 years.

APPROVAL AUTHORITY



☒ APPROVE

☐ DISAPPROVE

Reason/suggested action (if disapproved): _____

JAMES TILLMAN


Digitally signed by JAMES TILLMAN
DN: dc=cty, dc=broward, dc=bc, ou=Organization,
ou=BCC, ou=PU, ou=Users, cn=JAMES TILLMAN
Date: 2016.12.02 11:51:21 -05'00'

James Tillman,
Purchasing Manager

Bid #Y2113309Q1 - Triploid Grass CarpCreation Date **Nov 30, 2016**End Date **Dec 19, 2016 5:00:00 PM EST**Start Date **Dec 12, 2016 4:40:05 PM EST**Awarded Date **Not Yet Awarded**

Y2113309Q1--01-01 Triploid Grass Carp					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Florida Fish Farms, Inc.	First Offer - \$4.50	3500 / each	\$15,750.00	Y	Y
Product Code:			Supplier Product Code:		
Agency Notes:			Supplier Notes:		

Supplier Totals

f Florida Fish Farms, Inc.		\$15,750.00	
Bid Contact	Ronald Slay ronslay@sum.net Ph 352-793-4224	Address	9684 CR 705 Center Hill, FL 33514
Supplier Code VC0000023664			
Agency Notes:		Supplier Notes:	Head Attch: 

**

Broward County Board of
County Commissioners

CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

FLORIDA FARM BUREAU INSURANCE COMPANIES P.O. BOX 147030 GAINESVILLE, FLORIDA 32614-7030	COMPANIES AFFORDING COVERAGES: Company Letter A: Florida Farm Bureau General Ins. Co. Company Letter B: Florida Farm Bureau Casualty Ins. Co.
NAME AND ADDRESS OF INSURED: RONALD D SLAY &/OR FLORIDA FISH FARMS INC 9684 CR 705 CENTER HILL FL 033514	

The policies of insurance listed below have been issued to the insured named above and are in force at this time. 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.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN <u>THOUSANDS</u>	
A	General Liability: <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) <input type="checkbox"/> Owner's & Contractor's Protective <input type="checkbox"/> Farmer's Personal Liability	CPP 9502266	08/27/16	08/27/17	General Aggregate	\$ 1000
					Products-completed operations aggregate	\$ 1000
					Personal & Advertising Injury	\$ 500
					Each Occurrence	\$ 500
					Fire Damage (Any one fire)	\$ 50
					Medical Expense (Any one person)	\$ 5
B	Automobile Liability: <input type="checkbox"/> Any auto <input type="checkbox"/> All owned autos <input checked="" type="checkbox"/> Scheduled autos <input checked="" type="checkbox"/> Hired autos <input checked="" type="checkbox"/> Non-owned autos	AB 1090892	08/27/16	08/27/17	Combined Single Limit	\$
					Bodily Injury (Per Person)	\$ 500
					Bodily Injury (Per Accident)	\$ 500
					Property Damage	\$ 100
	Excess Liability: <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella form				Each Occurrence	Aggregate
	Employers Liability: <input type="checkbox"/> Farm Employer's Liability <input type="checkbox"/> Farm Employee's Medical					\$ (Each Occurrence) \$ (Each Employee)
XX	Other: RETAIL FIRE INS	530-52574	01/01/2016 01/01/2017	01/01/2017 01/01/2018	Renewed?	\$500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:

TRIPLOID GRASS CARP,
BROWARD COUNTY LISTED AS ADDITIONAL INSURED ON
GENERAL LIABILITY ONLY AND DESIGNATED INSURED ON BUSINESS AUTO

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER: BROWARD COUNTY WATER AND WASTEWATER SERVICES 2555 W. CORPANS RD POMPANO BE, FL 33069	COUNTY CODE <u>60</u> DATE ISSUED <u>12/15/16</u> Served by <u>SUMTER</u> County Farm Bureau GWYNN M BLAIR, INC, LUTCF AUTHORIZED REPRESENTATIVE
---	--

ELIZABETH PLASKA
dc=cty, dc=broward, dc=bc,
ou=Organization, ou=BCC,
ou=RM, ou=Users,
cn=ELIZABETH PLASKA
2016.12.30 09:34:21 -05'00'

93-7-692 (Rev. 5/93)

12/20/2016

BidSync

p. 5

SHELTERED MARKET REVIEW FORM

Project Title: Triploid Grass Carp

Agency Contact: Adam Gardner

This form is to review projects estimated within the Sheltered Market Solicitation threshold (< \$250K fixed or initial term). This form **does not apply** for sole source projects, qualified vendor list projects, or for any federal, state, or other grant-funded projects.

TYPE OF CONTRACT:

Fixed Contract Estimate: \$ _____ **OR** Initial Contract Term Estimate: \$ 20,000
(amount per year/initial term, not including renewals)

TYPE OF PURCHASE: Check one and include the applicable NAICS code(s):

- | | |
|---|--|
| <input checked="" type="checkbox"/> Commodity | <input type="checkbox"/> Commodity and Service (ex. supply and install) |
| <input type="checkbox"/> Contract Service | <input type="checkbox"/> Construction Project (ex. supply and install, with licensing) |

NAICS CODES¹: 112511

¹<http://www.census.gov/eos/www/naics>

SOLE BRAND SOLICITATION: If this is a Sole Brand solicitation, is there a limited distribution vendor list?
If yes, attach a list of sole brand vendors.

SUPPORTING INFORMATION FOR REVIEW:

Scope of Work: Purchase and deliver of Triploid Grass Carp. The Triploid Grass Carp are an integral part of the County's effort to maintain canals and bodies of water within our jurisdictions. The use of this fish is a proven method for controlling aquatic vegetation. Contractor shall provide all labor, materials, transportation and equipment required to furnish and deliver upon request varying

☒ Yes ☐ No **Has this commodity/services been previously provided to the County?**

List Vendor Name/Names if previously supplied:

Florida Fish Farm Inc.

****ATTACH ANY SUPPORTING DOCUMENTATION / INFORMATION TO THIS FORM****

This Section to be completed by Office of Economic and Small Business Development only:

Solicit to **Sheltered Market**** ☐ Yes ☒ No

****If no SBE vendor applies or this is not awarded from the Sheltered Market solicitation, then:**

- ☒ Solicit to **Non-Sheltered Market**. No goals will apply to this solicitation.
- ☐ Solicit to **Non-Sheltered Market**. Goals may apply to this solicitation. Using agency must submit a Request for Goals at that time.

Approved by: 

Print Name and Title: Sandra McDonald
Office of Economic and Small Business Development

Date: 11/22/15



TO: Amy Almanzar
Purchasing Division

FROM: John Crouse, P.E. Director of Water Management Division
Water and Wastewater Services

SUBJECT: Solicitation No.: Y2113309Q1
Triploid Grass Carp

Recommended Vendor: Florida Fish Farms, Inc.
Recommended Group(s)/Line Item(s): Item 1
Initial Award Amount: \$15,750 Potential Total Amount: \$78,750
Initial Contract Term: One Year Contract Term, including Renewals: Five Years

CONCURRENCE:

The agency has reviewed Vendor's response(s) for specification compliance and Vendor responsibility. I
☒ have reviewed all documents including the Vendor Questionnaire and after careful evaluation, I concur with recommendation for award to the Vendor.

FINANCIAL BACKGROUND/D & B REPORT: (check one)

☐ I am satisfied with the Vendor's financial background and/or rating and payment performance.
☒ Not applicable Currently doing business with vendor

LITIGATION HISTORY: (check one)

☒ I have reviewed the Litigation History Form and there is no issue of concern.
☐ Refer to additional information from the Office of the County Attorney to address an issue/concern.

PAST PERFORMANCE: (check all that apply)

I have reviewed the Vendor's past Performance Evaluations in Contracts Central and:

☒ Vendor received an overall rating ≥ 2.59 on all evaluations.
☒ No evaluations within the past three years contained any items rated a score of 2 or less.
☐ Vendor received a rating ≤ 2.59 on an evaluation(s). Refer to additional information.
☐ Vendor received a score of ≤ 2 on an individual item(s). Refer to additional information.
☐ Past evaluations are not relevant to the scope of this contract.
☐ No past Performance Evaluations exist in Contracts Central.

AND

☐ Reference Verification Forms are attached.

OR

☒ Reference Verification Forms are not required: Commodity only purchase (less than \$250,000); Service less than \$50,000 and the Vendor has a Performance Evaluation within the past three years.

NON-CONCURRENCE:

☐ I do not concur. Detailed reason for non-concurrence is attached.

TYPED NAME OF SIGNER: Adam Gardner

TITLE: Operations Supervisor

SIGNATURE: Adam Gardner

Digitally signed by Adam Gardner
DN: dc=cty, dc=broward, dc=bc, ou=Organization,
ou=WWS, ou=Users, cn=Adam Gardner
Date: 2016.12.21 09:45:44 -05'00'

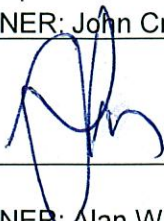
DATE: 12/21/2016

Concurrence: Triploid Grass Carp

TYPED NAME OF SIGNER: John Crouse, P.E.

TITLE: Director, Water Management Division

SIGNATURE:



DATE:

12/23/16

Director, Water and Wastewater

TYPED NAME OF SIGNER: Alan W. Garcia, P.E.

TITLE: Services

(Individual authorized to administer the contract.)

SIGNATURE:



DATE:

12/30/16

Ninth Order of Business

PINE TREE
Water Control District

Financial Report

October 31, 2019

Prepared by



PINE TREE

Water Control District

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PINE TREE

Water Control District

Financial Statements

(Unaudited)

October 31, 2019

Balance Sheet
October 31, 2019

<u>ACCOUNT DESCRIPTION</u>	<u>TOTAL</u>
<u>ASSETS</u>	
Cash - Checking Account	\$ 77,809
Assessments Receivable	407
Allow-Doubtful Collections	(71)
Interest/Dividend Receivables	8,861
Investments:	
Certificates of Deposit - 12 Months	504,166
Certificates of Deposit - 6 Months	155,464
Money Market Account	861,590
TOTAL ASSETS	\$ 1,608,226
<u>LIABILITIES</u>	
Accounts Payable	\$ 10,024
Accrued Expenses	1,880
AFLAC	134
Deposits	17,500
Deferred Revenue	336
TOTAL LIABILITIES	29,874
<u>FUND BALANCES</u>	
<i>Fund Balances</i>	
Assigned to:	
Operating Reserves	173,667
Reserves - Equipment	67,000
Reserves - Infrastructure	121,004
Unassigned:	1,216,681
TOTAL FUND BALANCES	\$ 1,578,352
TOTAL LIABILITIES & FUND BALANCES	\$ 1,608,226

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>					
Interest - Investments	\$ 4,800	\$ 400	\$ 980	\$ 580	20.42%
Other Licenses, Fees & Permits	100	-	-	-	0.00%
Special Assmnts- Tax Collector	655,489	-	-	-	0.00%
Special Assmnts- Discounts	(26,220)	-	-	-	0.00%
TOTAL REVENUES	634,169	400	980	580	0.15%
<u>EXPENDITURES</u>					
<u>Administration</u>					
P/R-Board of Supervisors	3,500	500	300	200	8.57%
Payroll-Contract Personnel	13,289	1,107	1,112	(5)	8.37%
FICA Taxes	268	38	23	15	8.58%
ProfServ-Engineering	24,000	-	-	-	0.00%
ProfServ-Legal Services	12,000	1,000	928	72	7.73%
ProfServ-Mgmt Consulting Serv	38,520	3,210	3,210	-	8.33%
Auditing Services	4,000	-	-	-	0.00%
Postage and Freight	300	25	9	16	3.00%
Printing and Binding	1,200	100	49	51	4.08%
Legal Advertising	2,000	-	-	-	0.00%
Misc-Assessmnt Collection Cost	13,110	-	-	-	0.00%
Misc-Contingency	840	-	-	-	0.00%
Misc-Web Hosting	15,000	92	170	(78)	1.13%
Office Supplies	600	50	39	11	6.50%
Annual District Filing Fee	175	175	175	-	100.00%
Total Administration	128,802	6,297	6,015	282	4.67%
<u>Field</u>					
Payroll-Hourly	95,731	7,978	3,799	4,179	3.97%
Payroll-Contract Personnel	34,913	2,909	2,914	(5)	8.35%
Payroll-Special Pay	325	-	-	-	0.00%
FICA Taxes	7,348	612	283	329	3.85%
Pension Benefits	10,530	878	430	448	4.08%
Life and Health Insurance	25,210	2,101	805	1,296	3.19%
Workers' Compensation	5,428	1,357	1,175	182	21.65%
Contracts-Culvert Inspection	12,500	-	-	-	0.00%
Contracts-Ditch Bank	19,500	-	-	-	0.00%
Communication - Teleph - Field	192	16	16	-	8.33%
Utility - Recharge Water	3,500	-	-	-	0.00%
Rentals - General	8,306	692	694	(2)	8.36%

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending October 31, 2019

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
Insurance - General Liability	10,124	10,124	9,184	940	90.72%
R&M-General	15,000	1,250	252	998	1.68%
R&M-Aquatic Weed Control	40,000	-	-	-	0.00%
R&M-Canal Bank Restoration	200,000	-	-	-	0.00%
R&M-Culvert Cleaning	55,000	-	-	-	0.00%
Misc-Licenses & Permits	900	-	-	-	0.00%
Misc-Contingency	5,280	-	-	-	0.00%
Op Supplies - General	1,560	-	-	-	0.00%
Op Supplies - Uniforms	720	60	52	8	7.22%
Op Supplies - Fuel, Oil	4,800	400	204	196	4.25%
Cap Outlay - Vehicles	9,000	-	-	-	0.00%
Total Field	565,867	28,377	19,808	8,569	3.50%
TOTAL EXPENDITURES	694,669	34,674	25,823	8,851	3.72%
Excess (deficiency) of revenues Over (under) expenditures	(60,500)	(34,274)	(24,843)	9,431	41.06%
OTHER FINANCING SOURCES (USES)					
Contribution to (Use of) Fund Balance	(60,500)	-	-	-	0.00%
TOTAL FINANCING SOURCES (USES)	(60,500)	-	-	-	0.00%
Net change in fund balance	\$ (60,500)	\$ (34,274)	\$ (24,843)	\$ 9,431	41.06%
FUND BALANCE, BEGINNING (OCT 1, 2019)	1,603,195	1,603,195	1,603,195		
FUND BALANCE, ENDING	\$ 1,542,695	\$ 1,568,921	\$ 1,578,352		

PINE TREE

Water Control District

Supporting Schedules

October 31, 2019

PINE TREE

Water Control District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
Trend Report
For the Period Ending October 31, 2019

Account Description	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	TOTAL	
	Actual	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	FY 2020 Projected	Adopted Budget
Revenues														
Interest - Investments	\$ 977	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 5,377	\$ 4,800
Other Licenses, Fees & Permits	-	-	-	-	-	-	-	-	-	-	-	100	100	100
Special Assmnts- Tax Collector	-	97,888	450,000	35,555	25,000	17,500	29,546	-	-	-	-	-	655,489	655,489
Special Assmnts- Discounts	-	(4,237)	(20,576)	(712)	(385)	(210)	(100)	-	-	-	-	-	(26,220)	(26,220)
Total Revenues	977	94,051	429,824	35,243	25,015	17,690	29,846	400	400	400	400	500	634,746	634,169
Expenditures														
Administrative														
P/R-Board of Supervisors	300	-	500	500	-	500	-	500	500	-	500	-	3,300	3,500
Payroll-Contract Personnel	1,112	1,112	1,112	1,112	1,112	1,112	1,112	1,112	1,112	1,112	1,112	1,112	13,344	13,289
FICA Taxes	23	-	38	38	-	38	-	38	38	-	39	-	252	268
ProfServ-Engineering	-	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	22,000	24,000
ProfServ-Legal Services	928	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	11,928	12,000
ProfServ-Mgmt Consulting Serv	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	38,520	38,520
Auditing Services	-	-	-	-	-	-	-	4,000	-	-	-	-	4,000	4,000
Postage and Freight	9	25	25	25	25	25	25	25	25	25	25	25	284	300
Printing and Binding	49	100	100	100	100	100	100	100	100	100	100	100	1,149	1,200
Legal Advertising	-	167	167	167	167	167	167	167	167	167	167	167	1,837	2,000
Misc-Assessmnt Collection Cost	-	1,958	9,000	711	500	350	591	-	-	-	-	-	13,110	13,110
Misc-Contingency	-	70	70	70	70	70	70	70	70	70	70	70	770	840
Misc-Web Hosting	170	92	92	92	92	92	92	92	92	92	92	13,992	15,082	15,000
Office Supplies	39	50	50	50	50	50	50	50	50	50	50	50	589	600
Annual District Filing Fee	175	-	-	-	-	-	-	-	-	-	-	-	175	175
Total Administrative	6,015	9,784	17,364	9,075	8,326	8,714	8,417	12,364	8,364	7,826	8,365	21,726	126,340	128,802

PINE TREE

Water Control District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
Trend Report
For the Period Ending October 31, 2019

Account Description	Oct Actual	Nov Budget	Dec Budget	Jan Budget	Feb Budget	Mar Budget	Apr Budget	May Budget	June Budget	July Budget	Aug Budget	Sept Budget	TOTAL	
													FY 2020 Projected	Adopted Budget
Field														
Payroll-Hourly	3,799	7,978	7,978	7,978	7,978	7,978	7,978	7,978	7,978	7,978	7,978	7,978	91,557	95,731
Payroll-Contract Personnel	2,914	2,914	2,914	2,914	2,914	2,914	2,914	2,914	2,914	2,914	2,914	2,914	34,968	34,913
Payroll - Special Pay	-	-	325	-	-	-	-	-	-	-	-	-	325	325
FICA Taxes	283	612	612	612	612	612	612	612	612	612	612	612	7,015	7,348
Pension Benefits	430	878	878	878	878	878	878	878	878	878	878	878	10,088	10,530
Life and Health Insurance	805	2,101	2,101	2,101	2,101	2,101	2,101	2,101	2,101	2,101	2,101	2,101	23,916	25,210
Workers' Compensation	1,175	-	-	1,357	-	-	1,357	-	-	1,357	-	-	5,246	5,428
Contracts-Culvert Inspection	-	-	-	-	-	-	-	-	-	-	-	12,500	12,500	12,500
Contracts-Ditch Bank	-	-	-	-	-	-	-	-	-	-	-	19,500	19,500	19,500
Communication - Teleph - Field	16	16	16	16	16	16	16	16	16	16	16	16	192	192
Utility - Recharge Water	-	-	-	-	-	-	-	-	-	-	-	3,500	3,500	3,500
Rentals - General	694	694	694	694	694	694	694	694	694	694	694	694	8,328	8,306
Insurance - General Liability	9,184	-	-	-	-	-	-	-	-	-	-	-	9,184	10,124
R&M-General	252	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	14,002	15,000
R&M-Aquatic Weed Control	-	-	-	-	-	-	-	-	-	-	-	40,000	40,000	40,000
R&M-Canal Bank Restoration	-	-	-	-	-	-	-	-	-	-	-	200,000	200,000	200,000
R&M-Culvert Cleaning	-	-	-	-	-	-	-	-	-	-	-	55,000	55,000	55,000
Misc-Licenses & Permits	-	-	-	-	-	-	-	-	-	-	-	900	900	900
Misc-Contingency	-	-	-	-	-	-	-	-	-	-	-	5,280	5,280	5,280
Op Supplies - General	-	130	130	130	130	130	130	130	130	130	130	130	1,430	1,560
Op Supplies - Uniforms	52	60	60	60	60	60	60	60	60	60	60	60	712	720
Op Supplies - Fuel, Oil	204	400	400	400	400	400	400	400	400	400	400	400	4,604	4,800
Cap Outlay - Vehicles	-	-	-	-	-	-	-	-	-	-	-	9,000	9,000	9,000
Total Field	19,808	17,033	17,358	18,390	17,033	17,033	18,390	17,033	17,033	18,390	17,033	362,713	557,246	565,867
Total Expenditures	25,823	26,817	34,722	27,465	25,359	25,747	26,807	29,397	25,397	26,216	25,398	384,439	683,585	694,669
Excess (deficiency) of revenues														
Over (under) expenditures	\$ (24,846)	\$ 67,234	\$ 395,102	\$ 7,778	\$ (344)	\$ (8,057)	\$ 3,039	\$ (28,997)	\$ (24,997)	\$ (25,816)	\$ (24,998)	\$ (383,939)	(48,839)	(60,500)

**Cash and Investment Balances
October 31, 2019**

<u>ACCOUNT NAME</u>	<u>BANK NAME</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>BALANCE</u>
GENERAL FUND				
Operating Account - Business Checking	BankUnited		0.00%	\$ 77,809
Certificate of Deposit - 6 months	BankUnited	01/17/20	2.14%	\$155,464 (1)
Certificate of Deposit - 12 months	BankUnited	02/13/20	2.74%	\$400,000 (2)
Certificate of Deposit - 12 months	BankUnited	03/29/20	2.60%	\$104,166 (3)
			Subtotal	<u>\$659,631</u>
Money Market Account	BankUnited		1.35%	861,590 (4)
			Total	<u>\$1,599,030</u>

NOTES:

- (1) ReInvested in Certificate of Deposit with BankUnited at 2.14% for 6 months starting 07/17/19 and maturing 01/17/20.
- (2) Invested in Certificate of Deposit with BankUnited at 2.74% for 12 months starting 02/13/19 and maturing 02/13/20.
- (3) ReInvested in Certificate of Deposit with BankUnited at 2.60% for 12 months starting 03/29/19 and maturing 03/29/20.
- (4) Invested in Money Market Account at Bank United.

Pine Tree WCD

Bank Reconciliation

Bank Account No. 1361 BANKUNITED CHECKING GF
Statement No. 10-19
Statement Date 10/31/2019

G/L Balance (LCY)	77,809.00	Statement Balance	86,229.42
G/L Balance	77,809.00	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	86,229.42
Subtotal	77,809.00	Outstanding Checks	8,420.42
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	77,809.00	Ending Balance	77,809.00
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
12/27/2018	Payment	002299	Nextel-Sprint	15.55	0.00	15.55
9/4/2019		PAYROLL2	Payroll Check - 1541	133.96	0.00	133.96
10/10/2019	Payment	002393	MILLERS BOATING CENTER	5,600.00	0.00	5,600.00
10/16/2019		PAYROLL2	Payroll Check - 1550	138.43	0.00	138.43
10/28/2019	Payment	002397	Nextel-Sprint	15.76	0.00	15.76
10/28/2019	Payment	002398	PREFERRED GOVERNMENTAL INSURANC	1,174.50	0.00	1,174.50
10/30/2019		PAYROLL1	Payroll Check - 1551	1,203.79	0.00	1,203.79
10/30/2019		PAYROLL2	Payroll Check - 1552	138.43	0.00	138.43
Total Outstanding Checks.....				8,420.42		8,420.42

PINE TREE

Water Control District

Payment Register by Fund
For the Period from 09/01/19 to 10/31/19
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
GENERAL FUND - 001								
001	002382	09/04/19	CSID	2803	REIMB FOR 07/19	GASOLINE	552030-53901	\$300.02
001	002382	09/04/19	CSID	2803	REIMB FOR 07/19	SAMS CLUB FIELD SUPPLIES	552001-53901	\$18.14
001	002382	09/04/19	CSID	2803	REIMB FOR 07/19	AMERICAN PUBLIC LIFE GAP INSURANCE 6/19	523001-53901	\$17.40
001	002382	09/04/19	CSID	2803	REIMB FOR 07/19	AFLAC	218019	\$20.64
001	002382	09/04/19	CSID	2803	REIMB FOR 07/19	NATIONWIDE 401 7/2019 (2 PAYROLLS)	522001-53901	\$217.10
001	002382	09/04/19	CSID	2803	REIMB FOR 07/19	NATIONWIDE 457B PAYROLL DEDUCT 7/2019	522001-53901	\$180.92
001	002382	09/04/19	CSID	2803	REIMB FOR 07/19	NATIONWIDE 457B EMPLOYER MATCH 7/2019	522001-53901	\$180.92
001	002382	09/04/19	CSID	2803	REIMB FOR 07/19	POSTAGE	541006-51301	\$0.50
001	002382	09/04/19	CSID	2803	REIMB FOR 07/19	WASTEPRO	546001-53901	\$182.34
001	002382	09/04/19	CSID	2803	REIMB FOR 07/19	INDEED ADVERTISING FOR NEW EMPLOYEE	548002-51301	\$105.44
001	002382	09/04/19	CSID	2803	REIMB FOR 08/19	RENT 8/19	544001-53901	\$672.00
001	002382	09/04/19	CSID	2803	REIMB FOR 08/19	CONTRACT HR & PAYROLL SERVICE	512019-51301	\$1,075.00
001	002382	09/04/19	CSID	2803	REIMB FOR 08/19	CONTRACT SERVICE-GF	512019-53901	\$2,825.00
001	002382	09/04/19	CSID	2803	REIMB FOR 08/19	HEALTH INSURANCE 8/19	523001-53901	\$825.54
001	002383	09/11/19	GOREN, CHEROF, DOODY	27293	GENERAL MATTERS 08/19	ProfServ-Legal Services	531023-51401	\$1,159.55
001	002384	09/11/19	HOME DEPOT	6033623	MARINE GREASE/RESPIRATOR/PADLOCK	R&M-General	546001-53901	\$105.24
001	002385	09/11/19	UNIFIRST CORPORATION	919 1907259	UNIFORMS 08/28/19	Op Supplies - Uniforms	552028-53901	\$10.34
001	002385	09/11/19	UNIFIRST CORPORATION	919 1908607	UNIFORMS 09/04/19	Op Supplies - Uniforms	552028-53901	\$10.34
001	002386	09/18/19	UNIFIRST CORPORATION	919 1909963	UNIFORMS 09/11/19	Op Supplies - Uniforms	552028-53901	\$10.34
001	002387	09/23/19	Nextel-Sprint	377901267-144	ACCT#377901267 08/09/19-09/08/19	Communication - Teleph - Field	541005-53901	\$15.72
001	002388	10/01/19	CSID	2811	REIMB FOR 08/19	GAS	552030-53901	\$336.03
001	002388	10/01/19	CSID	2811	REIMB FOR 08/19	SAMS CLUB FIELD SUPPLIES	552001-53901	\$29.96
001	002388	10/01/19	CSID	2811	REIMB FOR 08/19	AMERICAN PUBLIC LIFE GAP INS 8/2019	523001-53901	\$17.40
001	002388	10/01/19	CSID	2811	REIMB FOR 08/19	AFLAC	218019	\$89.28
001	002388	10/01/19	CSID	2811	REIMB FOR 08/19	NATIONWIDE 401 8/2019 (2 PAYROLLS)	522001-53901	\$217.10
001	002388	10/01/19	CSID	2811	REIMB FOR 08/19	NATIONWIDE 457B PAYROLL DEDUCT 8/2019 (2 PAYROLLS)	522001-53901	\$180.92
001	002388	10/01/19	CSID	2811	REIMB FOR 08/19	NATIONWIDE 457B EMPLOYER MATCH 8/2019 (2 PAYROLLS)	522001-53901	\$180.92
001	002388	10/01/19	CSID	2811	REIMB FOR 08/19	POSTAGE	541006-51301	\$4.50
001	002388	10/01/19	CSID	2811	REIMB FOR 08/19	WASTEPRO	546001-53901	\$313.99
001	002388	10/01/19	CSID	2811	REIMB FOR 09/19	RENT	544001-53901	\$672.00
001	002388	10/01/19	CSID	2811	REIMB FOR 09/19	CONTRACT HR & PAYROLL SERVICE	512019-51301	\$1,075.00
001	002388	10/01/19	CSID	2811	REIMB FOR 09/19	CONTRACT SERVICE GF	512019-53901	\$2,825.00
001	002388	10/01/19	CSID	2811	REIMB FOR 09/19	HEALTH INSURANCE	523001-53901	\$825.54
001	002388	10/01/19	CSID	2811	REIMB FOR 08/19	HEALTH INSURANCE HEALTHIEST YOU 8/2019	523001-53901	\$9.00
001	002388	10/01/19	CSID	2811	REIMB FOR 09/19	HEALTH INSURANCE HEALTHIEST YOU 9/2019	523001-53901	\$9.00
001	002389	10/01/19	GREEN THUMB LAWN & GARDEN	1545500	CHAINSAW, MACHETE, PRUNER	R&M-General	546001-53901	\$869.64
001	002390	10/01/19	INFRAMARK, LLC	44598	09/19 MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,116.50
001	002390	10/01/19	INFRAMARK, LLC	44598	09/19 MANAGEMENT FEES	Postage and Freight	541006-51301	\$10.10
001	002390	10/01/19	INFRAMARK, LLC	44598	09/19 MANAGEMENT FEES	Printing and Binding	547001-51301	\$14.35
001	002390	10/01/19	INFRAMARK, LLC	44598	09/19 MANAGEMENT FEES	Office Supplies	551002-51301	\$38.50
001	002390	10/01/19	INFRAMARK, LLC	44598	09/19 MANAGEMENT FEES	Misc-Webhosting	549915-51301	\$91.67

PINE TREE

Water Control District

Payment Register by Fund
For the Period from 09/01/19 to 10/31/19
(Sorted by Check / ACH No.)

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
001	002391	10/01/19	UNIFIRST CORPORATION	919 1911310	UNIFORMS 09/18/19	Op Supplies - Uniforms	552028-53901	\$10.34
001	002392	10/01/19	PUBLIC RISK INSURANCE	63462	PK2FL1006440519-12 10/19-10/20	Insurance - General Liability	545002-53901	\$9,184.00
001	002393	10/10/19	MILLERS BOATING CENTER	39475	2020 SEAARK BOAT AND TRAILER	Capital Outlay-Vehicles	564041-53901	\$5,600.00
001	002394	10/10/19	UNIFIRST CORPORATION	919 1912676	UNIFORMS 09/25/19	Op Supplies - Uniforms	552028-53901	\$10.34
001	002394	10/10/19	UNIFIRST CORPORATION	919 1914015	UNIFORMS 10/02/19	Op Supplies - Uniforms	552028-53901	\$10.34
001	002395	10/15/19	UNIFIRST CORPORATION	919 1915379	UNIFORMS 10/09/19	Op Supplies - Uniforms	552028-53901	\$10.34
001	002396	10/22/19	UNIFIRST CORPORATION	919 1916744	UNIFORMS 10/16/19	Op Supplies - Uniforms	552028-53901	\$10.34
001	002397	10/28/19	Nextel-Sprint	377901267-145	ACCT#377901267 09/09/19-10/08/19	Communication - Teleph - Field	541005-53901	\$15.76
001	002398	10/28/19	PREFERRED GOVERNMENTAL INSURANCE	51912-092519	AGREEMENT# WCFL10064405 19-12	Workers' Compensation	524001-53901	\$1,174.50
001	DD107	09/11/19	INFRAMARK, LLC	43718	8/19 MANAGEMENT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$3,116.50
001	DD107	09/11/19	INFRAMARK, LLC	43718	8/19 MANAGEMENT FEES	Postage and Freight	541006-51301	\$9.70
001	DD107	09/11/19	INFRAMARK, LLC	43718	8/19 MANAGEMENT FEES	Printing and Binding	547001-51301	\$54.80
001	DD107	09/11/19	INFRAMARK, LLC	43718	8/19 MANAGEMENT FEES	Office Supplies	551002-51301	\$38.50
001	DD107	09/11/19	INFRAMARK, LLC	43718	8/19 MANAGEMENT FEES	Misc-Webhosting	549915-51301	\$91.67
Fund Total								\$38,196.02

Total Checks Paid	\$38,196.02
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