

**SOUTH BROWARD DRAINAGE DISTRICT  
GOVERNING BOARD MEETING MINUTES**

**MAY 25, 2017**

**Present:**

Scott Hodges, Chairperson  
James Ryan, Vice Chairperson  
Vicki Minnaugh, Treasurer  
Robert E. Goggin, IV, Secretary  
Alanna Mersinger, Commissioner  
Thomas Good, Commissioner  
Mercedes Santana-Woodall, Commissioner

Kevin M. Hart, District Director  
Reina Muniz, Recording Secretary  
Douglas R. Bell, Legal Counsel  
General Public: See Attached List

**Absent:**

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**01. CALL TO ORDER/ROLL CALL/PLEDGE OF ALLEGIANCE**

Chair Hodges called the SBDD Board Meeting to order at 8:02 a.m.; with Vice Chair Ryan, Commissioner Minnaugh, Commissioner Mersinger, Commissioner Good, Commissioner Goggin, and Commissioner Santana-Woodall present; followed by the Pledge of Allegiance.

**02. PUBLIC COMMENT**

None.

**03. APPROVAL OF MINUTES**

Commissioner Minnaugh moved for approval of the minutes of the April 27, 2017, South Broward Drainage District Board meeting. Motion was seconded by Commissioner Goggin and it was carried unanimously.

**04. DIRECTOR'S REPORT**

**A-1. RELEASE AND VACATION REQUEST OF SURFACE WATER MANAGEMENT AREA (SWMA) DESIGNATION FOR ORTENZO RESIDENCE; SUBJECT TO THE DEDICATION OF A NEW SWMA**

District Director Hart said that the owner of the property located at 5120 S.W. 201<sup>st</sup> Terrace, Southwest Ranches, FL 33332 requested that SBDD vacate the Surface Water Management Area (SWMA) that was previously designated and recorded under instrument # 113383925, B.C.R. All properties in the SW Ranches are required to set aside 20% of their property at elevation 5.0' (or an equivalent storage area) as a SWMA.

The property owners, Paul Ortenzo and Ashleigh Ortenzo, will dedicate a new SWMA over the property to comply with the 20% SWMA requirement. District Director Hart said that SBDD staff has reviewed the request and has no objections. There are no financial impacts to this Agenda Item, other than SBDD administrative costs; all other costs will be incurred by the property owner.

This request is for SBDD to vacate and release its interest in the SWMA on the property located at 5120 S.W. 201<sup>st</sup> Terrace, SWR as described in the "Release & Vacation of SWMA Designation". This request is subject to the dedication of a new SWMA in accordance with SBDD Criteria.

Commissioner Minnaugh moved for approval for the Release and Vacation of the SWMA Designation for the Rodriguez resident located at 5120 S.W. 201<sup>st</sup> Terrace, Southwest Ranches, FL; subject to the dedication of a new SWMA in accordance with SBDD Criteria. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously.

**A-2. RELEASE AND VACATION REQUEST OF SURFACE WATER MANAGEMENT AREA (SWMA) DESIGNATION FOR QUILODRAN RESIDENCE; SUBJECT TO THE DEDICATION OF A NEW SWMA**

District Director Hart said that the owner of the property located at 5820 S.W. 188<sup>th</sup> Avenue, Southwest Ranches, FL 33332 requested that SBDD vacate the Surface Water Management Area (SWMA) that was previously designated and recorded under instrument # 114304322, B.C.R. All properties in the SW Ranches are required to set aside 20% of their property at elevation 5.0' (or an equivalent storage area) as a SWMA.

The property owner, Julio Cesar Quilodran, will dedicate a new SWMA over the property to comply with the 20% SWMA requirement. District Director Hart said that SBDD staff has reviewed the request and has no objections. There are no financial impacts to this Agenda Item, other than SBDD administrative costs; all other costs will be incurred by the property owner.

This request is for SBDD to vacate and release its interest in the SWMA on the property located at 5820 S.W. 188<sup>th</sup> Avenue, SWR as described in the "Release & Vacation of SWMA Designation". This request is subject to the dedication of a new SWMA in accordance with SBDD Criteria.

Commissioner Minnaugh moved for approval for the Release and Vacation of the SWMA Designation for the Rodriguez resident located at 5820 S.W. 188<sup>th</sup> Avenue, Southwest Ranches, FL; subject to the dedication of a new SWMA in accordance with SBDD Criteria. Motion was seconded by Commissioner Mersinger.

Commssioner Goggin said that in comparing the old SWMA vs the new SWMA, he doesn't see much of a change. He asked that with so little of a change, why would the resident go through the expense to change it. District Director Hart explained that when the District meets with residents to discuss the SWMAs, he explains to the property owners that the only restriction with the SWMA is that they cannot fill that area; it needs to remain at elevation 5.0'. At that point, they decide which areas on the property are low, and they go ahead and

set it aside as their 20% SWMA dedication. Later on, if they want to do something that requires that area to be filled, they have to change it; so they come back and redirect where they want their 20% SWMA dedicated.

The question was called and it was carried unanimously.

**A-3. RELEASE AND VACATION REQUEST OF SURFACE WATER MANAGEMENT AREA (SWMA) DESIGNATION FOR NADER RESIDENCE; SUBJECT TO THE DEDICATION OF A NEW SWMA**

District Director Hart said that the owner of the property located at 5330 Hawkhurst Avenue, Southwest Ranches, FL 33331 requested that SBDD vacate the Surface Water Management Area (SWMA) that was previously designated and recorded under instrument # 112557338, B.C.R. All properties in the SW Ranches are required to set aside 20% of their property at elevation 5.0' (or an equivalent storage area) as a SWMA.

The property owner, Yolanda Nader, will dedicate a new SWMA over the property to comply with the 20% SWMA requirement. District Director Hart said that SBDD staff has reviewed the request and has no objections. There are no financial impacts to this Agenda Item, other than SBDD administrative costs; all other costs will be incurred by the property owner.

This request is for SBDD to vacate and release its interest in the SWMA on the property located at 5330 Hawkhurst Avenue, SWR as described in the "Release & Vacation of SWMA Designation". This request is subject to the dedication of a new SWMA in accordance with SBDD Criteria.

Commissioner Minnaugh moved for approval for the Release and Vacation of the SWMA Designation for the Nader resident located at 5330 Hawkhurst Avenue, Southwest Ranches, FL; subject to the dedication of a new SWMA in accordance with SBDD Criteria. Motion was seconded by Commissioner Santana-Woodall and it was carried unanimously.

**B. SALE OF SURPLUS EQUIPMENT AND MATERIAL**

District Director Hart stated that SBDD has identified certain properties (equipment) as surplus equipment. He said that this surplus equipment is considered obsolete and its continued use is inefficient and serves no useful function to the District.

He said that it was recommended that SBDD's surplus equipment be sold to the highest responsible bidder in accordance with Sections 274.06 and 274.07, Florida Statutes; and that the surplus equipment be sold "as is" in individual lots to the highest responsible bidder for each lot. Any lots for which the District does not receive an acceptable bid will be lawfully disposed of in accordance with state, county and local laws and Chapter 274, Florida Statutes.

Approval of this agenda item will allow SBDD to sell its surplus equipment, to the highest responsible bidder, with any generated revenue being placed back into the General Operating Fund. It is estimated that the sale of the District's surplus equipment will generate between \$2,000 and \$4,000.

District Director Hart requested approval to allow SBDD to sell its surplus equipment as identified in accordance with Chapter 274, Florida Statutes.

Commissioner Minnaugh moved for approval to allow SBDD to sell its surplus equipment as identified in accordance with Chapter 274, Florida Statutes. Motion was seconded by Vice Chair Ryan and it was carried unanimously

**C. REQUEST TO TRANSFER FUNDS FROM SBDD CIP COMMITTED ACCOUNT TO SBDD GENERAL OPERATING ACCOUNT**

District Director Hart requested the transfer of \$211,156.60 from the SBDD CIP Committed Account into the SBDD General Operating Account.

District Director Hart said to date, SBDD has completed four (4) CIP projects in the current fiscal year. They are as follows:

- The Rebuild of 2 motors (\$50,200.70)
- The Rebuild of 2 Pumps (\$59, 518.00)
- The installation of Cured-in-Place Pipe at the S-3 Pump Station (\$76,437.90)
- SW 55<sup>th</sup> Street Drainage Improvements (\$25,000); which was a cost share with Town of SWR

Currently, SBDD is working on the following CIP projects:

- Maintenance Building Expansion Project (\$586,100) – Contract was awarded on 4/27/17.
- S-8 Sluice Gate and Basin 8 Telemetry System for Existing Gates (\$125,000) – Currently under Design.
- Replace Generator at the S-1 and S-7 Pump Stations (\$50,000).
- Basin 8 Drainage Improvements – Dykes Road and Basin 8 Inter-Connect (\$50,000) – Currently in Design; Cost Share with Town of SWR.
- Design of B-1 Pump Station Rehabilitation (\$0.00).

Total expenditures for CIP projects completed in Fiscal Year 2016-2017 totals \$211,156.60, which are paid through the SBDD General Operating account.

These projects were previously approved by the Board with funding through the Capital Improvement Committed Account.

District Director Hart requested approval to transfer a total of \$211,156.60 from the SBDD CIP Committed Account to the SBDD General Operating Account to reimburse the account for the cost of the CIP projects.

Commissioner Minnaugh moved for approval of the transfer funds from the SBDD CIP Committed Account into the SBDD General Operating Account as requested by the District Director. Motion was seconded by Commissioner Goggin and it was carried unanimously.

## D. OTHER

- **Maintenance Building Expansion Project Update** – District Director Hart said that they will be having a pre-construction meeting this afternoon with the contractor. He said that everything is moving forward quite well. The contract has been executed, and much of the site work that the District is responsible for has been completed. He is hoping to meet today and establish a start date for the contractor. He said that in the brief conversation that he had with them, they are confident that they will be able to get the job finished well within the 6 months stated in the contract.
- **SBDD & AllState Resource Management Seminar Update** – Last Thursday there was a maintenance seminar held by SBDD & AllState Resource Management; directed to property managers and primarily to commercial/industrial properties, to help them get a better understanding on how their drainage system works and how they can eliminate unnecessary flooding. He said that it was a very good seminar; and they will continue to do this in the future.

## 05. ATTORNEY'S REPORT:

Attorney Bell said that at the last Board meeting the Board requested him to do some research regarding the possibility of the District donating money towards a scholarship. He found that there are a number of Attorney General Opinions (AGO) that discourage it. He said that the Constitution of the State of Florida has a provision in Section 10 which states that neither the State, County, School District, or Special Districts shall become a joint owner with, or stock holder of, give or use its taxpaying power or credit, to aid any corporation, association, partnership or person.

As a general rule, the AGO says that the District, (as well as the County or Cities), are only authorized to do that which is authorized by its Charter, or the powers that they have. The AGO says that there has to be a public purpose. Attorney Bell said there were four criteria listed: (1) it has to be non-profit; (2) voluntary; (3) open to the public; and (4) dedicated to a valid public interest, and that the programs are open and available to the general public use.

He also looked into the Miramar/Pembroke Chamber of Commerce, and said that they have a Scholarship Committee, and that the scholarship is open only to those students who are in the Miramar/Pembroke Pines school system; or to a family member of a chamber member. There is also a second part, which is a scholarship that goes to a teacher (which is more of a grant than a scholarship), that also comes out of that same fund.

He has a call into the Chairman of the Scholarship Committee. He is trying to find out if there is any way that the District can donate to the scholarship, and have it specifically set for, or earmarked for, a specific school or student; or some kind of criteria; and for SBDD to have oversight on it.

Commissioner Mersinger said she spoke to Robert Goltz (Chamber President/CEO), and asked that same question; and he said that they could add criteria as to who would get the scholarship. She said that if they don't get any applicants that fit that bill, the option would be to either roll the money over to the following year, or if the District gave them permission, give the money to another worthy student. She said that it was a nice thought, but if it is going to cost more, or if it places the District in jeopardy, then she doesn't know if it's something that the District should pursue.

Commissioner Goggin commented that if the District is going to donate money to an organization,

then it should be fitting that any City within our District should be able to obtain that scholarship, but if you're limiting it to Pines or Miramar, then you're leaving other cities out of it.

Vice Chair Ryan commented that this is taxpayer money and he has a problem using taxpayer money for things not related to drainage. Chair Hodges commented that he thinks Attorney Bell mentioned enough reasons why SBDD should not pursue this.

#### **06. APPROVAL OF LEGAL FEES**

Commissioner Goggin moved for approval of the legal bills. Motion was seconded by Commissioner Santana-Woodall.

Commissioner Minnaugh had some questions regarding the legal bills. She asked what the background checks were for. District Director Hart explained that the District hired two new employees for whom background checks were conducted.

She also asked Attorney Bell what he did in regards to election procedures. Attorney Bell explained that he was requested to look into the procedures if a Board member were to resign, or run for another elected office. He spoke to the Division of Elections up in Tallahassee and was told that they do not issue generic opinions; they want specifics. He said they have a form that needs to be filled out to make that request.

The question was called and it was carried unanimously.

#### **07. BOARD MEMBER'S QUESTIONS/COMMENTS**

Commissioner Santana-Woodall commented that she had the honor of speaking at Glades Middle School for their "Honor Society Induction", and in her speech, she spoke about "service". She discussed with District Director Hart how we could possibly partner with Glades Middle School to build a butterfly garden at the pond retention area at SBDD, and create some kind of eco-system; and give the students some volunteer hours. She said that some students approached her with regard to volunteering or getting a tour from SBDD because they are middle schoolers looking into engineering as they go into high school.

Commissioner Goggin commented that the only canal located in the City of Hollywood is having utility work done in its direct area. He said the City of Hollywood is laying some new water pipes; and he asked District Director Hart if the District is checking into what they are doing, just to make sure that it is not affecting anything related to the canal. District Director Hart said that he is not aware of that specific project, but that the District does have a utility permitting program. He said he will look into it.

Commissioner Minnaugh asked District Director Hart what is happening within the SBDD headquarter's property. District Director Hart explained that some of the construction she sees has to do with additional improvements the District wants to make at SBDD Headquarters, such as security cameras, etc. He explained that some of the improvements is work the District is doing in-house for the SBDD Maintenance Building Expansion project like utility lines, etc. Commissioner Minnaugh asked if the District ever thought of getting impact glass for the three entrances. She believes it would be money well spent. District Director Hart replied yes, they have given it some thought and are looking into it. He said that if not this year, this will probably be a project for next

year.

Vice Chair Ryan said that he had a question regarding the financial report on the comparisons of revenue vs expenses. He asked if something went wrong on Line Item # 1695 – Pump Station – Flood Gates. District Director Hart replied yes, that line item relates to the fire at one of our pump stations (S-8). He thanked Vice Chair Ryan for bringing that up and gave the Board an update on the status of the repairs, and costs, and insurance reimbursement.

District Director Hart said that the District has been reimbursed for all of their expenses to date. He said that they are still withholding depreciation costs, so once the work is finished, the District will get back additional monies to cover all of the District's repair expenses. The engine is 100% back online and so is the control panel. The roof should be finished this week or by the beginning of next week. He commented that there are other improvements that the District is looking to perform down the line.

Commissioner Goggin asked District Director Hart if the District learned anything, after the fire that can be used as a safety factor for other pump stations. District Director Hart said absolutely; the one thing they learned is that the fuel line needs to be aligned, and running in the right order and direction; otherwise, it could be a problem because of the heat when that engine is running. That was the first thing Mr. Ronald Thompson, SBDD's mechanic saw. He said that Mr. Thompson checked all the engines so that the District does not have that problem again. This in turn, led the District to look into some fire suppression systems that they could incorporate into each station over the next several years; so if there is another incident, the fire can be suppressed.

On a separate note, District Director Hart commented that the insurance company has a program for cost share and reimbursement for safety related cost; where they will reimburse the District up to \$5,000 for every dollar we spend on safety expenses. He said he submitted it this year, and the District will be receiving a check for approximately \$3,800. District Director Hart praised Susan Iratzoqui for doing a great job helping him with the accounting and documentation to provide to the insurance company.

**08. MEETING DATE(S)**

A. **Regular Board Meeting** will be held on **Thursday, June 29<sup>th</sup> at 8:00 a.m.**

Adjournment at 8:55 A.M.

Respectfully submitted,

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Robert E. Goggin IV, Secretary  
South Broward Drainage District

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\*\*\*MEMORANDUM\*\*\*

DATE: June 22, 2017

TO: South Broward Drainage District Commissioners

FROM: Kevin M. Hart, P.E.  
District Director

Subject: Update on Paradise Cinemark Property, Town of Davie, FL

Comments:

Mr. Paul Lepine, on behalf of Southwest Broward Theaters Holdings, Ltd. (SBTH) will be present at the South Broward Drainage District (SBDD) June Board meeting to present an update on SBTH's interest in purchasing lake property from SBDD as part of a future development plan for the Paradise Cinemark property on the Town of Davie, FL.

In April Mr. Levine presented a conceptual development plan to the SBDD Board, which would require the acquisition of certain lake property that is currently owned by SBDD. At this time, the project is continuing to move forward and Mr. Levine has expressed an interest in presenting an offer and reaching an agreement with SBDD on the acquisition of the required lake property.

Under SBDD's Policies and Guidelines for the Sale, Lease, Conveyance, or Transfer of Surplus Land, which were adopted in March 2107, the District would be able to effect a private sale of the lake property, based on the following factors:

- The value of the land as determined by the Broward County Property Appraiser is less than \$25,000.
- The land could be considered as "surplus land" with the construction and inclusion of new, additional surface water management areas which will off-set the loss of storage currently being provided by the lake area to be sold.
- SBTH is the owner of all adjacent property which surrounds the lake parcels in question.

Therefore, there would be no need to send notice(s) to any other adjacent property owner, and SBDD could move forward with a private sale of the land to SBTH.

No action is needed from the Board at this time, other than a concurrence that a private sale of the lake property in question may be considered at a future Board meeting. The Board does not guarantee or warrant that any such land sale will be approved, but rather, only that the Board would consider such a land sale. The private sale of the surplus land would need to follow the above referenced SBDD Policies & Guidelines, and if desired, the Board could establish additional procedures for how SBTH should present its offer to SBDD for review and consideration by the Board.

Financial impacts to this Agenda Item: None at this time.

**KH**  
**Attachments**



**SOUTH BROWARD DRAINAGE DISTRICT  
RESOLUTION No. 2017-01**

**RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT APPROVING AND ADOPTING THE SOUTH BROWARD DRAINAGE DISTRICT POLICIES AND GUIDELINES FOR THE SALE, LEASE, CONVEYANCE, OR TRANSFER OF SURPLUS LAND; PROVIDING FOR THE DISPOSITION OF MONIES OR FUNDS RECEIVED FROM THE SALE, LEASE, CONVEYANCE, OR TRANSFER OF LAND; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the South Broward Drainage District, a political subdivision of the State of Florida, and an independent water management district hereinafter referred to as "District", is charged with the responsibility of effecting drainage and water management within its geographical boundaries; and

WHEREAS, over the years, the District has acquired numerous parcels of land for the purpose of drainage, water management, maintenance, or other purposes; and

WHEREAS, pursuant to Section 298.22(3), Florida Statutes, the District is authorized to sell, lease, convey, or transfer real property; and

WHEREAS, from time to time, the District may determine that real property owned by the District is no longer required for drainage, water management or other purposes, and that said land should be designated as "surplus land"; and

WHEREAS, the District Board of Commissioners has determined that the District should approve and adopt a set of Policies and Guidelines for the sale, lease, conveyance, or transfer of surplus land owned by the District; and

WHEREAS, the intent of these Policies and Guidelines is to provide the District with a mechanism for disposing of surplus land in a manner that is most advantageous to and is in the best interest of the District; and

WHEREAS, the District's Director has submitted to the District Board of Commissioners proposed Policies and Guidelines for the Sale, Lease, Conveyance, or Transfer of Surplus Land ("Policies and Guidelines"); and

WHEREAS, the proposed Policies and Guidelines are stated in the attached Exhibit "A"; and

WHEREAS, the District Director has recommended that the Policies and Guidelines be approved and adopted by the Board of Commissioners; and

WHEREAS, the Policies and Guidelines shall be followed by the District in the sale, lease, conveyance, or transfer of any surplus land; and

WHEREAS, a public hearing was held at the offices of the South Broward Drainage

District located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 at 8:00 A.M. on Thursday, the 30<sup>th</sup> day of March, 2017 for the purpose of approving and adopting the Policies and Guidelines;

NOW, THEREFORE, be it resolved by the Board of Commissioners of the South Broward Drainage District in meeting assembled that:

1. The foregoing statements are true and correct and are incorporated herein by reference as if fully stated herein.

2. The South Broward Drainage District Policies and Guidelines for the Sale, Lease, Conveyance, or Transfer of Surplus Land as stated in the attached Exhibit "A" are approved and adopted.

3. All monies or funds received from the sale, lease, conveyance, or transfer of land shall be deposited in the District's General Operating Account to be used for proper District purposes.

3. If any one or more of the covenants, agreements or provisions of this Resolution or the attached Exhibit "A" shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be separate from the remaining covenants, agreements or provisions and shall in no way affect the validity of all other provisions of this Resolution or the attached Exhibit "A".

4. The South Broward Drainage District Policies and Guidelines for the Sale, Lease, Conveyance, or Transfer of Surplus Land shall take effect as of the 30th day of March, 2017 and shall be effective until revised or changed by the District Board of Commissioners by subsequent resolution.

5. This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, the Chairperson of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has hereunto set his hand and the Secretary of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has caused to be set its seal.

ADOPTED AND DATED the 30<sup>th</sup> day of March, 2017.

SOUTH BROWARD DRAINAGE DISTRICT

By: [Signature]  
Scott Hodges, Chairperson

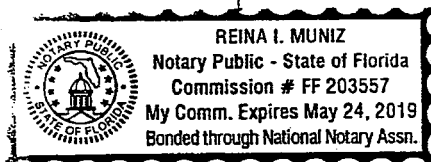
(SEAL)

Attest:  
[Signature]  
Robert E. Goggin, IV, Secretary

STATE OF FLORIDA     )  
  )§  
COUNTY OF BROWARD    )

The foregoing Resolution No. 2017-01 was acknowledged before me this 30<sup>th</sup> day of March, 2017 by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this 30<sup>th</sup> day of March, 2017.  
(NOTARY SEAL OR STAMP)



[Signature]  
Notary Public - State of Florida at Large

**EXHIBIT "A"**

**SOUTH BROWARD DRAINAGE DISTRICT**

**POLICIES AND GUIDELINES FOR THE SALE, LEASE, CONVEYANCE, OR  
TRANSFER OF SURPLUS LAND**

**MARCH 2017**

**I. *General***

- A. The South Broward Drainage District (SBDD) Board of Commissioners (Board) has established the following policies and guidelines for the District to follow in the sale, lease, conveyance, or transfer of surplus land.

**II. *Definitions***

- A. For purposes of these policies and guidelines, "land" or "lands" shall refer to any land or water body located within the jurisdictional boundaries of the SBDD. Lands shall not include any habitable structures or buildings, unless otherwise designated and approved by the Board.
- B. "Surplus land" shall mean land or lands that are no longer needed by SBDD for drainage, water management, maintenance, or other purposes as determined by the Board.
- C. "Transfer of land" shall mean the transfer of property by SBDD to a second party at no cost or of such cost as provided by these Policies and Guidelines. In this case, the District would transfer its ownership of the land through a quit claim deed, with no monetary compensation or payment in return or at such compensation or payment as stated herein.

**III. *Background***

- A. Over the years SBDD has acquired numerous parcels of land for the purpose of drainage, water management, maintenance, or other purposes. These lands have been acquired through dedications by plat, by separate instruments, transfers, and other means.
- B. From time to time, SBDD may determine that lands owned by the District are no longer required for drainage, water management, maintenance, or other purposes, and are therefore considered to be surplus land.
- C. It is the intent of these policies and guidelines to provide SBDD with a mechanism for disposing of surplus land in a manner that is most advantageous to and in the best interest of the District.

## EXHIBIT "A"

### IV. *Guidelines for Disposing of Surplus Land*

- A. Prior to the sale, conveyance, or transfer of any surplus land, the Board shall make a determination that the property in question is surplus land. District land shall be considered surplus when:
  1. It is not required for present or future works of the District.
  2. It is not required for drainage or water management purposes.
  3. It is not required for maintenance or operational purposes.
  4. It has no apparent present or future purpose under the District's Water Control Plan or the District Charter to wit: Chapter 98-524, Laws of Florida.
  5. It has no apparent present or future purpose as identified in the District's Facilities Report.
  6. The disposition of the land shall not create any adverse impacts upon the operations of the District or the level of service currently being provided by the District.
  7. The disposition of the land will not cause any financial hardship on the District.
- B. In determining if a property is considered to be surplus land, the District may consider the following factors:
  1. The future owner of the property is willing to dedicate an easement over the property that will grant the District with the same rights and authorities as currently provided by the District owning the land. Under this proviso, any sale, conveyance, or transfer of land would be subject to the dedication of the required easement(s).
  2. As part of the transfer of the surplus land, the District may retain an easement or easements that provide the District with the same rights and authorities as currently provided by the District owning the surplus land. The District may also require such restrictive covenants as the District determines are necessary to protect the rights of the District.
- C. The District may sell, convey, or transfer surplus land in the following manners, as determined by the Board to be in the best interest of the District:
  1. By selling the property to the highest bidder at, or above, the appraised value of the land, unless otherwise authorized by the Board.
  2. By selling the property to the adjacent property owner for a price at, or above, the appraised value of the land, unless otherwise authorized by the Board.
  3. By transferring the property to the adjacent property owner.
  4. By transferring the property back to the property owner who originally deeded the property to the District, or successor property owner(s).
  5. By transferring the property to another governmental agency or other interested party.

## EXHIBIT "A"

### V. *Sale of Surplus Land*

#### A. The following procedures shall be followed for the sale of surplus lands by the District:

1. Prior to the sale of the property, the following documents shall be prepared:
  - i. A survey of the land, dated within 12 months of the date of the sale, or as otherwise accepted by the Board.
  - ii. A sketch, and an accurate legal description of the property, including the acreage of the land.
  - iii. Title information to include: (1) a copy of the instrument by which the District acquired its interest in the land; and (2) a review by a title company to identify any additional owners and any title exceptions, including any existing easements.
  - iv. A certified appraisal of the land, dated within 120 days prior to the date of the sale, or as otherwise accepted by the Board. The cost of the appraisal shall be paid for by purchaser/grantee of the property.
  - v. Documentation showing that the proposed sale would not violate any applicable subdivision or platting laws.
  - vi. Verification by the District that the proposed sale is not contrary to the public interest.
  - vii. Other survey, informational, or engineering data deemed necessary to evaluate the sale of the property.
  - viii. The cost of obtaining the above referenced documents shall be paid for by the purchaser/grantee of the property.
2. SBDD shall advertise the sale and obtain bids for the surplus land by advertising the notice of sale once a week for 2 consecutive weeks in a newspaper in general circulation in Broward County, Florida; the second of which will be placed at least seven (7) days prior to the bid date. The minimum bid period shall be 60 days. Upon receipt of the bids, the District shall evaluate the bids, and the bid of the highest bidder complying with the terms of the notice shall be accepted unless the District Director recommends that all bids be rejected because they are too low, or the Board decides to reject all bids. The Board may require that a deposit or surety bond be given in the form or amount as the Board determines, with each bid submitted.
3. In those cases where the District advertises for the sale of surplus land and receives no bids, or no acceptable bid is received by the District, then the District may sell the surplus land to the person or entity who submits the highest acceptable offer to the District after the bid opening date or the date the Board rejects all bids, without having to advertise the sale for a second time.
4. In those cases where the District advertises for the sale of surplus land and receives no bids at or above the appraised value of the land, then the District may sell the surplus land at a price lower than the appraised value to the

## EXHIBIT "A"

person or entity who submitted the highest acceptable offer; without having to advertise the sale for a second time.

- B. When the Board finds that a parcel of surplus land is of insufficient size and shape to be used for any type of useful development by the District on the land or when the Board finds that the value of the land is \$25,000 or less, as determined by an appraiser designated by the Board or as determined by the Broward County Property Appraiser, and when due to the size, shape, location, or value of the land, it is determined by the Board that the parcel is of use to only one or more adjacent property owners, the Board may effect a private sale of the land. The Board may, after sending notice of its intended action to owners of adjacent property by certified mail, effect a sale and conveyance of the parcel at private sale without receiving bids or publishing notice; however, if within 10 working days after receiving such mailed notice, 2 or more owners of adjacent property notify the Board of their desire to purchase the land, the Board shall accept sealed bids for the land from such property owners and may convey such land to the highest bidder or may reject all offers.
- C. The Board shall be required to approve the sale of any surplus land, and the conveyance of the property shall be made by quit claim deed. The surplus land will be conveyed/sold "as-is" with no representations as to marketability, zoning, authorized use, land use requirements, availability or cost of municipal or county services or impact fees, requirements of platting, restrictions or other encumbrances.

### VI. *Transfer of Surplus Land*

- A. The District may transfer surplus land to a second party under the following terms and conditions:
  - 1. The subject property has been determined by the Board to be surplus land as defined under these Policies and Guidelines.
  - 2. The sale of the subject property provides no substantial benefit to the District from a financial or other perspective.
  - 3. The original purpose and benefit of the dedication of the surplus land to the District is no longer applicable; or the District is able to obtain easement rights over the subject property, which will grant the District with the rights and authorities required by the District.
  - 4. The second party to whom the subject property will be transferred is the rightful party to whom the property should be transferred, and there are no other parties that would have a reasonable interest in obtaining the subject property.
  - 5. The transfer of the property will not create any undue hardship or harm to any other property or party.

## EXHIBIT "A"

- B. The following procedures shall be followed for the transfer of surplus land by the District:
1. Prior to the transfer of the property, the following documents shall be prepared:
    - i. A survey of the land, dated within 12 months of the date of the transfer, or otherwise accepted by the Board.
    - ii. A sketch, and an accurate legal description of the property, including the acreage of the land.
    - iii. Title information to include: (1) a copy of the instrument by which the District acquired its interest in the land; and (2) a review by a title company to identify any additional owners and any title exceptions, including any existing easements.
    - iv. A certified appraisal of the land, dated within 120 days prior to the date of the sale or transfer shall be obtained by SBDD, or as otherwise accepted by the Board. The cost of the appraisal shall be paid for by purchaser/grantee of the property.
    - v. Documentation showing that the proposed transfer would not violate any applicable subdivision or platting laws.
    - vi. Verification by the District that the proposed transfer is not contrary to the public interest.
    - vii. Other survey, informational, or engineering data deemed necessary to evaluate the transfer of the property.
    - viii. The cost of obtaining the above referenced documents shall be paid for by the purchaser/grantee of the property.
  - C. The Board may waive the requirement for a survey, title information, or appraisal if it is determined that one or more of these documents are not necessary for the transfer of the surplus land in question.
  - D. The Board shall be required to approve all transfers of surplus land, and the conveyance shall be made by quit claim deed. The surplus land will be conveyed/transferred "as-is" with no representations as to marketability, zoning, authorized use, land use requirements, availability or cost of municipal or county services or impact fees, requirements of platting, restrictions or other encumbrances.

### VII. *Lease of Surplus Land*

- A. For purposes of these Policies and Guidelines, the District may lease surplus land or other land as so determined by the Board in accordance with these Policies and Guidelines.
- B. The following procedures shall be followed for the lease of surplus land or other land by the District:
  1. District-owned land may be leased to the highest and best bidder for the particular use the Board deems to be highest and best, for such length of term and such conditions as the Board may in its discretion determine.



**EXHIBIT "A"**

2. The Board is authorized to modify or extend all existing leases with such terms and conditions as the Board may in its discretion determine.
3. All leases shall contain a provision that the District may terminate the lease upon six (6) months written notice sent to the Lessee by certified mail.
4. All leases shall contain a provision that the Lessee shall pay all property taxes and assessments that are assessed against the property.
5. The Lessee shall enter into an Agreement with the District which shall contain all terms and conditions of the lease.

*VIII. Reimbursement of Costs*

- A. Notwithstanding anything stated herein, the purchaser, transferee or lessee of any land subject to these policies and guidelines shall be responsible to pay for all costs and expenses incurred by the District that are associated with said sale, conveyance, transfer or lease of land, or as may be negotiated or required by the Board.

**THE POLICIES AND GUIDELINES WERE APPROVED AND ADOPTED BY THE SBDD BOARD OF COMMISSIONERS ON MARCH 30, 2017 BY RESOLUTION 2017-01**

## \*\*\*MEMORANDUM\*\*\*

DATE: June 22, 2017

TO: South Broward Drainage District Commissioners

FROM: Kevin M. Hart, P.E.  
District Director

Subject: Request to Purchase New Equipment

## Comments:

SBDD staff has researched pricing for the purchase of an aquatic plant harvester known as a "Weedoo" to assist in the removal of aquatic vegetation and debris from District canals and waterways.

Through its research and in-field demonstrations, staff has determined that the "Weedoo" will add an effective and efficient piece of equipment to the District's existing fleet of maintenance equipment and vehicles. The "Weedoo" is a small, versatile aquatic plant harvester that can perform a number of important functions for the District. Because of its size and versatility, the "Weedoo" should be very effective in helping to manage aquatic weeds and plants in narrow canals and tight water bodies. One of the main uses of this equipment will be to work in unison with the District's grapple truck to remove aquatic plants along the District's trash racks (at its pump stations) and at other critical locations throughout the District. In this application, the District will be able to gain the full benefit of the "Weedoo" without having to "double-handle" the weeds and vegetation that are being removed from the waterbodies. In emergency situations, the "Weedoo" can operate independently of the grapple truck to remove weeds/debris/vegetation/etc. from waterways and to help clear trash racks, as needed.

District staff is recommending the purchase the following equipment:

- 2017 Weedoo P-3002 TigerCat with deck mounted hi-speed marine boom cutter 4'-5' long, and front loader with marine handling bucket with quick change hydraulic connections for peripheral attachments; fiberglass/Kevlar/Aluminum hull configuration; single operator helm station with dual joystick control and zero turn capability; factory installed Powerpack features fluid cooled gasoline engine and state-of-the-art hydraulics; twin weed-n-mud propulsion drives; Kawasaki Fd750 2-cylinder motor 27 HP and DOT approved highway transportation trailer with emergency and safety tow kits.

This same piece of equipment was recently purchased by the City of Miramar through a publically advertised, competitive bid process.

The City of Miramar advertised for bids under Invitation For Bid (IFB) No. 17-008, entitled "Aquatic Plant Harvester" and received two bids by the closing date of April 6, 2017. The City determined that the lowest responsive, responsible bid was submitted by Weedoo Greenboat, Inc. in the amount of \$69,540.00 and the City Commission approved the award of IFB No. 17-0008 to Weedoo Greenboat, Inc. in the amount of \$69,540.00 under Resolution No. 17-129.

SBDD has contacted Weedoo Greenboat, Inc. and they have indicated their willingness to honor the same bid price of \$69,540.00 for SBDD, which includes a 5.00% discount. Therefore, I am recommending that SBDD purchase a 2017 Weedoo P-3002 TigerCat from Weedoo Greenboat, Inc. in the amount of \$69,540.00 as advertised and bid under the City of Miramar IFB No. 17-008, entitled "Aquatic Plant Harvester".

Financial impacts to this Agenda Item: The purchase of the new equipment will be funded through the District's General Operating Account as part of the District's 2016-2017 budget under line item 1765 – Herbicides.

**This is to request approval for the purchase of a 2017 Weedoo P-3002 TigerCat as described above from Weedoo Greenboat, Inc. in the amount of \$69,540.00. Funding for this project will come from the SBDD General Operating Account as part of the 2016-2017 Budget.**

**KH**  
**Attachments**

Temp. Reso. No. 6433  
4/12/17  
5/01/17

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. 17-129**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AWARD OF INVITATION FOR BID (IFB) NO. 17-008, ENTITLED "AQUATIC PLANT HARVESTER", TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER, WEEDOO GREENBOAT INC., FOR THE PURCHASE OF ONE AQUATIC PLANT HARVESTER, IN THE AMOUNT OF \$69,540; AUTHORIZING THE CITY MANAGER TO APPROVE THE AWARD OF IFB NO. 17-008 TO WEEDOO GREENBOAT INC; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City's Public Works Department is responsible for maintenance of the City's stormwater infrastructure services; and

**WHEREAS**, staff requires an aquatic weed harvester that has the capability to efficiently remove debris and aquatic weeds from city waterways and canals, thereby improving operational efficiency; and

**WHEREAS**, funding is available in the Non-Departmental Enterprise Fund Capital Outlay account entitled "Machinery and Equipment" and will be used as the source of funds for this purchase; and

**WHEREAS**, City Code Section 2-412 provides that the purchase of commodities or services that exceed \$50,000 must be formally approved by the City Commission; and

Reso. No. 17-129

Temp. Reso. No. 6433  
4/12/17  
5/01/17

**WHEREAS**, on March 16, 2017, the City's Procurement Department advertised IFB No. 17-008, entitled "Aquatic Plant Harvester"; and

**WHEREAS**, two bids were received by the closing date, April 6, 2017 and were reviewed by the Procurement Department;

**WHEREAS**, the bids were tabulated and reviewed in accordance with the requirements and the minimum qualifications of the bid document and an award is recommended to the lowest responsive and responsible bidder Weedoo Greenboat, Inc.; and

**WHEREAS**, the City Manager recommends that the City Commission approve the award of IFB No. 17-008 entitled "Aquatic Plant Harvester" to the lowest responsive, responsible bidder, Weedoo Greenboat, Inc., in the amount of \$69,540; and

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to award the IFB to Weedoo Greenboat, Inc., for a total purchase amount of \$69,540, during Fiscal Year 2017.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made specific part of this Resolution.

Temp. Reso. No. 6433  
4/12/17  
5/01/17

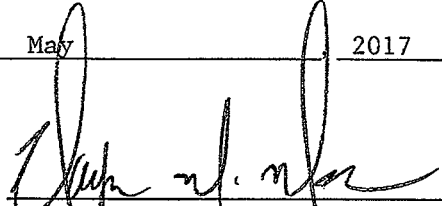
**Section 2:** That the City Commission approves the award of IFB No. 17-008 entitled "Aquatic Plant Harvester" to Weedoo Greenboat, Inc., for a total purchase amount of \$69,540, during Fiscal Year 2017.

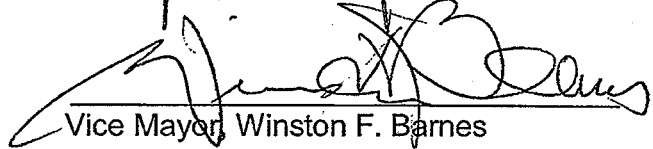
**Section 3:** That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Temp. Reso. No. 6433  
4/12/17  
5/01/17

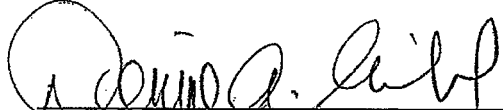
**Section 4:** That this Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 17 day of May 2017.


  
\_\_\_\_\_  
Mayor, Wayne M. Messam

  
\_\_\_\_\_  
Vice Mayor, Winston F. Barnes

ATTEST:

  
\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have  
approved this RESOLUTION  
as to form:

 AS  
\_\_\_\_\_  
City Attorney  
Weiss Serota/Helfman  
Cole & Bierman, P.L.

<u>Requested by Administration</u>	<u>Voted</u>
Vice Mayor Winston F. Barnes	<u>Yes</u>
Commissioner Maxwell B. Chambers	<u>Yes</u>
Commissioner Yvette Colbourne	<u>Yes</u>
Commissioner Darline B. Riggs	<u>Yes</u>
Mayor Wayne M. Messam	<u>Yes</u>



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners  
**FROM:** Kathleen Woods-Richardson, City Manager  
**BY:** Clayton Jenkins, IT Director  
**DATE:** May \*\*, 2017  
**RE:** Temp. Reso. No\*\*\*\*, approving award of Invitation for Bid No. 17-008, entitled "Aquatic Plant Harvester", to the lowest responsive, responsible bidder.

---

**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. \*\*\*, approving the award of Invitation for Bid ("IFB") No. 17-008, entitled "Aquatic Plant Harvester", to the lowest responsive, responsible bidder, Weedo Greenboat, Inc. for the purchase of an Aquatic Plant Harvester for an amount not-to-exceed \$69,540.00.

**ISSUE:** City Commission approval is required to award IFB No. 17-008, to execute appropriate lease agreement, and for all expenditures with a contractual value exceeding \$50,000 to the same vendor within a fiscal year.

**BACKGROUND:**

(BACKGROUND TO BE ENTERED).

On March 16, 2017, IFB No. 17-008 entitled "Aquatic Plant Harvester" was advertised on Demandstar and in the Miami Herald. The IFB closed on April 6, 2017 with a total of two bids from Weedo Greenboat, Inc. and Berky USA. The bids were evaluated by City staff, and Weedo Greenboat, Inc. was deemed to be the lowest responsive, responsible bidder. The results of the bids are shown below:



<b>Weedo Greenboat Inc.</b>	
Bid Amount	\$69,540.00

<b>Berky USA</b>	
Bid Amount	\$97,400.00

City Commission approval is required for the purchase of an Aquatic Plant Harvester from Weedo Greenboat, Inc. in an amount not to exceed \$69,540.00.

# **INVITATION FOR BIDS (REVISION)**

## **AQUATIC PLANT HARVESTER**

**IFB No. 17-008**



### **The City of Miramar City Commission:**

**Mayor Wayne M. Messam  
Vice Mayor Maxwell B. Chambers  
Commissioner Winston F. Barnes  
Commissioner Darline B. Riggs  
Commissioner Yvette Colbourne**

**Kathleen Woods-Richardson, City Manager  
City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025**

**DATE ISSUED: March 16, 2017  
OPENING DATE & TIME: April 6, 2017 AT 2:00 P.M. EST.**

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## **INSTRUCTIONS FOR SUBMITTING A BID IN RESPONSE TO A FORMAL INVITATION FOR BID**

Each Bid submitted to the City of Miramar (hereinafter the "City") will have the following information clearly marked on the face of the envelope:

- a) Bidder's name and return address;
- b) Solicitation number;
- c) The Solicitation Opening Date and Time; and
- d) Title of the Solicitation.

Failure to include this information may result in your Bid being deemed "Non-Responsive" if the City determines that the Proposal resulted in prejudice to other Bidders. The Bidders shall have no grounds to protest should such Bids that have failed to include the information described above be opened in error.

All Bids must be submitted on 8 ½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although the document package copies should be individually bound. An unbound one-sided original and two bound copies (**for a total of three**) of the complete Bid must be received by the deadline for receipt of Bids specified in the Solicitation Timetable. The original and all copies must be submitted in a sealed envelope or container stating on the outside the Bidder's name, address, telephone number, the Solicitation number, the Solicitation title, and the Solicitation Opening Date and Time, to:

**OFFICE OF THE CITY CLERK  
CITY OF MIRAMAR  
2300 CIVIC CENTER PLACE  
MIRAMAR, FL 33025**

Bid responses submitted at the same time for different Invitation for Bids shall be placed in separate envelopes and each envelope shall contain the information previously stated. Failure to comply with this requirement shall result in any such incorrectly packaged Bids not being considered.

**THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING A BID TO THE  
OFFICE OF THE CITY CLERK ON OR BEFORE THE STATED DATE AND TIME OF:**

**THURSDAY, April 6, 2017 AT 2:00 P.M. EST.**

**IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE BIDDER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY BID RECEIVED AFTER THE DATE AND TIME STATED IN**

**THE SOLICITATION WILL NOT BE OPENED AND WILL NOT BE CONSIDERED.  
TELEGRAPHIC OR FACSIMILE BIDS SHALL NOT BE CONSIDERED.**

Hand-carried Bids may be delivered to the above address only between the hours of 8:30 A.M. and 5:00 P.M., Mondays through Thursdays, excluding holidays observed by the City. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.

The Bid must be signed by an authorized officer of the Bidder who is legally authorized to enter into a contractual relationship in the name of the Bidder. The submittal of a Bid by a Bidder will be considered by the City as constituting an offer by the Bidder to provide the required Goods at the stated price.

# SECTION 1

## GENERAL TERMS AND CONDITIONS

### 1-1 DEFINITIONS

1. The term "Bid" shall refer to any offer(s) submitted in response to this Invitation for Bids.
2. The terms "Bidder" or "Offeror" shall refer to anyone submitting a Bid in response to this Invitation for Bids.
3. The term CBE or SBE Firm is defined as a Small Business Enterprise ("SBE") or a County Business Enterprise ("CBE") which has a Broward County Business Tax Receipt, is located and doing business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.
4. The term "Chief Procurement Officer" shall refer to the manager of the City's Procurement Department.
5. The term "City" shall refer to the City of Miramar, Florida, or its City Commission, as applicable.
6. The term "Contract" shall refer to the Contract that will result from this Invitation for Bids, which may be by way of the terms and conditions of the City's Purchase Order form, or otherwise, in the City's sole discretion.
7. The terms "Due Date and Time" shall refer to the due date and time listed in the Solicitation Timetable in Section 2 of this Solicitation.
8. The terms "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Bidder in accordance with the Specifications or Statement of Work, and the Terms and Conditions of this Solicitation.
9. The Terms "Invitation for Bids", "IFB" or "Solicitation" shall mean this Invitation for Bids, including all Exhibits and Attachments approved by the City and amendments or change orders issued by Procurement Department.
10. The term "Procurement Department" shall refer to the Procurement Department of the City.
11. The term "Subcontractor" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Bidder who contract with the Successful Bidder to furnish labor, or labor and materials in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Bidder.



12. The term "Successful Bidder(s)" shall refer to the Bidder(s) receiving an award as a result of this Invitation for Bid.

13. The terms "Work", "Services", "Program", "Project", or "Engagement" shall refer to all matters and things that will be required to be done by the Successful Bidder in accordance with the Specifications or Statement of Work, and the Terms and Conditions of this Solicitation.

## 1-2

### AVAILABILITY OF INVITATION FOR BIDS

Copies of this Solicitation package may be obtained from DemandStar at [www.demandstar.com](http://www.demandstar.com), or by calling 1-800-711-1712. DemandStar distributes the City's Solicitations through electronic download, by facsimile, or through the United States Postal Service. Bidders are **not** required to register with DemandStar to receive a copy of any City Solicitation. Registration with DemandStar.Com is optional, at the sole discretion of the Bidder. DemandStar does **not** charge for registering for the City of Miramar **only**.

Bidders choosing to register with DemandStar may do so on-line at [www.demandstar.com](http://www.demandstar.com) or by requesting a faxed registration form from (800) 711-1712. **Note: If you are already registered with DemandStar for Broward County or the City of Miramar, you do NOT need to register again.**

To request the Solicitation package, your request should include the following information: the Solicitation number and title, the name of the Bidder's contact person, the Bidder's name, complete address to be mailed to, telephone number, and fax number.

Bidders who obtain copies of this Solicitation from sources other than DemandStar or the City's Procurement Department risk the potential of not receiving amendments since their names will not be included on the list of firms participating in the process for this particular Solicitation. Bidders are solely responsible for those risks.

## 1-3

### CONE OF SILENCE

Bidders are notified that this Solicitation is subject to a "Cone of Silence." From the time of advertising until the City Commission approves an award, there is a prohibition on communication by Bidders (or anyone on their behalf) with the City's professional staff. This does not apply to oral communications at pre-bid conferences, oral presentations before selection committees, Contract negotiations, public presentations made to the City Commission during any duly noticed public meeting, or communications in writing at any time with any City employee, official, or member of the City Commission of matters not concerning this Solicitation.

Any questions, explanations, or other requests desired by Bidder(s) regarding the Solicitation must be requested in writing to the City's Procurement Department (see below). Among other penalties, violation of these provisions by any particular Bidder

shall render their Bid to be deemed Non-Responsive and any award to that Bidder voidable.

The address and telephone numbers for the City's Procurement Department are:

Procurement Department  
City of Miramar  
2300 Civic Center Place  
Miramar, FL 33025  
(954) 602-3053  
Fax: (954) 602-3483

#### 1-4

#### CONTENTS OF SOLICITATION

a) General Conditions.

1) It is the responsibility of the Bidder to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the City or the compensation to be paid to the Successful Bidder.

2) The Bidder is advised that this Solicitation is subject to all legal requirements and all other applicable City and county ordinances and/or state and federal statutes.

b) Additional Information/Amendment.

1) Requests for additional information, explanation, clarification or interpretation must be made in writing to the Procurement Department at the address identified above. A request must be received by the Procurement Department no later than seven working days prior to the Solicitation Opening Date and Time. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address and telephone number.

2) The Procurement Department will issue a response to any inquiry if it deems it necessary by written amendment to the Solicitation issued prior to the Solicitation Opening Date and Time. The Bidder shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any amendments issued. Where there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued will prevail.

3) It is the Bidder's responsibility to ensure receipt of all amendments and substitute Bid Forms. It is the Bidder's further responsibility to verify with the Procurement Department, prior to submitting a Bid, that all amendments have been received. Bidders shall

submit the Bid form entitled "**AMENDMENT ACKNOWLEDGMENT FORM**" with their Bids.

c) Conflicts in this Solicitation.

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Statement of Work, the Contract, or any amendment issued, the order of precedence shall be: the last amendment issued, the Specifications or Statement of Work, the Special Conditions, and then the General Terms and Conditions.

d) Prices Contained in this Solicitation

1) Prompt Payment Terms. The Bidder may offer cash discounts for prompt payments. However, such discounts will not be considered in determining the lowest price for Bid evaluation purposes.

2) The Bidder may, at its option, include discounts for prompt payment on their invoices. If the Bidder fails to provide a discount for prompt payment, it is understood and agreed that the payment terms will be NET THIRTY (30) DAYS, effective after receipt of invoice or final acceptance, whichever is later.

**1-5**

**PREPARATION AND SUBMISSION OF BID**

a) Preparation and Submission.

- 1) The Bid Forms shall be used when submitting a Bid. Use of any other forms shall result in the Bid being deemed "Non-Responsive".
- 2) The Bid will either be typed or completed legibly in ink. The Bidder's authorized agent shall sign the Bid Forms in ink, and the authorized agent shall initial, in ink, all corrections made by the Bidder. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Bid.
- 3) For a unit price Bid, where there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- 4) The Bidder shall not charge tax to the City, as the City is exempt from all state, excise, federal and local sales tax. Any taxes on materials and/or supplies which are purchased by the Bidder are the responsibility of the Bidder. Taxes must be

incorporated in the Bid price, not as a separate item. Notwithstanding the foregoing, the City may be subject to applicable taxes on Goods purchased for the purpose of resale. Upon request, the City will provide a tax exemption certificate, if applicable.

- 5) Any telegraphic or facsimile Bid shall **not** be considered.
- 6) The Bidder shall incorporate in its Bid price all costs related to this Solicitation.
- 7) The silence of the specifications regarding any details or the omission from the Specifications of a detail shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of the specifications shall be made upon this basis.

b) Vendor Registration is Not Required.

The City utilizes DemandStar.com for their vendor registration and vendor database system. Registration with DemandStar is **not** required to submit a Bid and is **not** required for the award of any Contract. Registration is optional, at the sole discretion of the Bidder. Bidders may register on-line at [www.DemandStar.com](http://www.DemandStar.com) or by requesting a faxed registration form by calling (800) 711-1712. The annual membership fee is \$30.00 in Broward County and \$50.00 outside Broward County. If you are already registered with DemandStar.com for Broward County, you do **NOT** need to register again. However, Bidders who obtain copies of this Solicitation from sources other than DemandStar risk failing to receive amendments since their names will not be included on the list of firms participating in the Solicitation process.

c) Criminal Conviction Disclosure.

Any individual submitting a Bid who has been convicted of a felony during the past 10 years and any corporation, partnership, joint venture or other legal entity submitting a Bid or assisting in the performance of Work that has an officer, director, or executive who has been convicted of a felony during the past 10 years shall disclose this information with its Bid. Forms for the disclosure of such information are available from the Procurement Department.

d) Sworn Statement on Public Entity Crimes.

Pursuant to Paragraph 2(a) of Section §287.133, Florida Statutes, "[A] person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid,

proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

All Bidders shall submit a signed and notarized statement with their Bid on the form entitled "**PUBLIC ENTITY CRIMES.**"

- e) Preference for CBE or SBE Firms and Local Bidders.
- 1) Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant preference in the amount of five percent of any Bid or five points of any Bid score to a CBE or SBE Firm. Such preference shall apply to Bids or proposals for commodities, Services and construction.
  - 2) Except where federal, state or county law mandates to the contrary, or as otherwise provided herein, the City, pursuant to its purchasing authority, shall grant a preference in the amount of five percent of any Bid or five points of any Bid score to a Local Business. Such preference shall apply to Bids or proposals for commodities, Services and construction.
  - 3) A vendor located outside the City of Miramar City limits is considered equivalent to a Miramar vendor and accorded the same preference if it employs a minimum of 10 full-time equivalent ("FTE") Miramar residents, or its employed Miramar residents constitute 20 percent FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. Such preference shall apply to Bids or proposals for commodities, Services and construction.

- f) Drug-free Workplace Preference.

All public Bids are subject to the City of Miramar "Preference to Businesses with Drug-free Workplace Program" Ordinance No. 91-32, which grants a preference to a business with a drug-free workplace program whenever two or more Bids are equal with respect to price, quality, and Services. The drug-free workplace vendor shall have the burden of demonstrating that its program complies with Section §287.087, Florida Statutes, and any other applicable state law. An announcement of this program may be included with the Bid submittals.

All Bidders shall submit the duly signed and notarized Bid Form entitled "**DRUG FREE WORKPLACE AFFIDAVIT.**"

- g) Anti-Kickback Affidavit.

All Bidders shall submit the duly signed and notarized Bid Form entitled "**ANTI- KICKBACK AFFIDAVIT.**"

- h) Antitrust Laws.

By acceptance of a Contract, the Successful Bidder acknowledges compliance with all antitrust laws of the United States and the State of Florida in order to protect the public from restraint of trade, which illegally increases prices.

- i) Conflicts of Interest.

The award of the Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Bidders shall disclose the name of any officer, director, partner, associate, or agent who is also an officer, appointee, or employee of the City at the time during the Solicitation process.

- j) Collection of Fees and Taxes.

By acceptance of a Contract, the Successful Bidder acknowledges compliance with the requirement that all delinquent and currently due fees and taxes have been paid. The City may require verification and satisfaction of all delinquencies and currently due fees and taxes prior to recommending a Bidder for the award of any Contract.

- k) Non-Discrimination Affidavit.

All Bidders shall affirm that their organization shall not discriminate against any person in its operations, activities or delivery of Services. Bidders shall also affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot lawfully be used as a basis for Service delivery. All Bidders shall submit the duly signed and notarized Bid Form entitled "**NON-DISCRIMINATION AFFIDAVIT.**"

- l) Business/Vendor Profile Survey.

All Bidders shall provide the City with the information requested in the Business/Vendor Profile Survey before being recommended for award of any Contract resulting from this Solicitation. All Bidders shall submit the Bid Form entitled "**BUSINESS/VENDOR PROFILE SURVEY.**"

m) Non-Collusive Affidavit.

All Bidders shall affirm that they shall not: (i) collude, conspire, connive or agree, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which their Bid has been submitted, or to refrain from offering a Bid in connection with such Work; or (ii) in any manner, directly or indirectly, seek by person to fix the price or prices in the Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed Work. All Bidders shall submit the duly signed and notarized Bid Form entitled **“NON-COLLUSIVE AFFIDAVIT.”**

n) Request for Taxpayer Identification Number and Certification.

All Bidders shall provide the City with their taxpayer identification number prior to being recommended for award of any Contract resulting from this Solicitation. All Bidders shall submit the Bid Form entitled **“REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION.”**

**1-6**

**MODIFICATION OR WITHDRAWAL OF A BID**

a) Modification of a Bid.

Any modification of a Bid by the Bidder shall be submitted to the Office of the City Clerk prior to the Due Date and Time. The Bidder shall submit the new Bid and a letter, on company letterhead, signed by an authorized agent of the Bidder stating that the new submittal supersedes the previously submitted Bid. The sealed envelope shall set forth the same information as required for submitting the original Bid. In addition, the envelope shall be marked with a statement that this Bid replaces the previously submitted Bid. No modifications of a Bid shall be accepted after the Due Date and Time for Bids.

b) Withdrawal of a Bid.

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. A Bid may be withdrawn only by a notarized written communication from an authorized agent or principal of the Bidder delivered to the Office of the City Clerk **prior** to the Due Date and Time for submission of Bids.

**1-7**

**LATE BIDS AND REQUESTS FOR WITHDRAWALS AFTER BID OPENING**

Bids will **not** be accepted by the City Clerk after the Due Date and Time for Bids. Requests received for withdrawals of Bids after the Due Date and Time for Bids, but prior to the expiration of 180 calendar Days after the Due Date and Time for Bids, shall **not** be considered.

**1-8**

**SOLICITATION POSTPONEMENT OR CANCELLATION**

The City may, at its sole and absolute discretion, reject any and all, or parts of any and all Bids, re-advertise this Solicitation, postpone or cancel at any time this Solicitation process, or waive any irregularities in this Solicitation or in the Bids received.

**1-9**

**COSTS OF BIDS**

All expenses involved with the preparation and submission of Bids to the City shall be borne by the Bidder. **No** payment shall be made for any responses received or effort made by the Bidder relative to providing the Bid.

**1-10**

**EXCEPTIONS TO THE SOLICITATION**

Bidders may take exception to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. All exceptions taken must be specified in the Bidder's cover letter, and shall be referenced by utilizing the corresponding Section, paragraph, and page number in this Solicitation.

Where exceptions are taken, the City, in its sole discretion, shall determine whether to consider the exception and/or the acceptability of the proposed exceptions. The City, after completing the evaluation of the exception, may accept the Bid with the exception, reject the entire Bid due to the exception taken, or deem the Bid Non-Responsive. **BIDDERS TAKING EXCEPTION ARE SOLELY RESPONSIBLE FOR THIS RISK.**

The City is under no obligation to accept or consider any exceptions, or accept any Bid with an exception. Bidders are reminded that they may submit one Bid without exceptions and an alternate Bid with exceptions.

**1-11**

**PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders are advised that all information submitted as part of or in support of Bids will be available for public inspection and/or copying after opening of the Bids, in compliance with Chapter 119, Florida Statutes, also known as the "Public Records



Law.” Any person wishing to view the Bids must make an appointment by calling the Procurement Department at (954) 602-3053.

All Bids submitted in response to this Solicitation shall become the property of the City. Unless the information submitted is proprietary, copywritten, trademarked, or patented, the City reserves the right to utilize any or all information, ideas, conceptions, or portions of any Bid. Acceptance or rejection of any Bid shall not nullify the City’s rights hereunder. Bidders must clearly notify the City within the Bid when submitting a Bid with any proprietary information.

## **1-12 EVALUATION OF BIDS**

### **a) Rejection of Bid.**

- 1) The City may reject any Bid and award to the next lowest responsive, responsible Bidder whose Bid is in the best interest of the City; or the City may award any portion of a Bid or the City may reject and re-advertise for all or any part of this Solicitation whenever it is in the best interest of the City to do so. The City shall be the sole judge of what is in its "best interest."
- 2) The City may reject any Bid if prices are not reasonable or if they exceed the City’s budget for the Project, as determined by the City.
- 3) The City may reject any part of this Solicitation or award any part whenever it is deemed to be in the best interest of the City.

### **b) Elimination from Consideration.**

No Contract shall be awarded to any person who or any firm which is in default to the City as a result of any debt, taxes, or any other obligation whatsoever.

### **c) Waiver of Informalities.**

The City reserves the right to waive any informalities or irregularities in this Solicitation.

### **d) Demonstration of Competency.**

- 1) A Bid will only be considered from a firm which is regularly engaged in the business of providing the Goods and/or Services required by this Solicitation. The Bidder must be able to demonstrate a good record of performance with sufficient financial resources, equipment and organization to ensure that they can satisfactorily perform the Work if awarded this Solicitation.

- 2) The City may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder has the capabilities required and is capable of performing the requirements of this Solicitation. The City may consider any evidence available regarding the financial, technical and other qualifications and abilities of the Bidder, including past performance and experience with the City and any other governmental or private entity in making the award of any Contract.
- 3) The City may require the Bidder to show evidence that it has been designated as an authorized representative of a manufacturer, supplier and/or distributor if required by this Solicitation.
- 4) The City reserves the right to audit all records, whether financial or otherwise, pertaining to and resulting from any Contract award.
- 5) In determining a Bidder's responsibility and ability to perform the Contract, the City has the right to investigate and request information as to whether the Bidder can perform the Contract within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of performance of previous contracts of a similar nature; the previous and existing compliance by the Bidder with laws and ordinances relating to any other contract; the Bidder's record with environmental regulations; and the claims and litigation history of the Bidder.

## 1-13

### **METHOD OF AWARD; CONTRACT**

#### a) Method of Award

An award will be made to the lowest responsive and responsible bidder whose bid, conforming to the Invitation For Bid, is most advantageous to the City.

#### b) Additional Information.

The award of a Contract may be preconditioned on the submission of other documents. The apparent Successful Bidder shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the City. Where the apparent Successful Bidder is deemed "Non-Responsive" as a result of such failure to provide the required documents, the City may award the Contract to the next lowest, responsive, responsible Bidder whose Bid

is in the best interest of the City. In such event, the apparent Successful Bidder shall be declared "Non-Responsive" and shall forfeit its Bid Bond to the City.

c) Independent Contractor.

The Successful Bidder shall be a contractor operating independently from the City. All employees and contractors of the Successful Bidder shall be considered to be, at all times, employees or contractors of the Successful Bidder and not an employee, contractor, or agent of the City. Nor shall employees and contractors of the Successful Bidder enjoy any privity of contract with the City. Neither the Successful Bidder nor any of its employees shall receive any City benefits available to employees of the City. The Successful Bidder shall supply competent and physically capable employees and contractors. The City may require the Successful Bidder to remove any employee or contractors that the City deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of Services to the City is not in the best interest of the City. Failure of the Successful Bidder to comply with the City's request will be sufficient cause for the Successful Bidder to be declared in breach of the Contract.

d) Warranty.

Any implied warranty granted under the Uniform Commercial Code shall apply to all Goods purchased under any Contract.

**1-14**

**BRAND NAME OR APPROVED EQUAL PRODUCTS**

Any manufacturers' names, trade names, brand names, or catalog numbers used in the specification are there for the purpose of establishing and describing general performance and quality levels. Such references represent a level of quality and features and are not intended to be restrictive. Bids are invited on these and comparable brands or products of any manufacturer.

Contractors must state clearly in their Bid any variance of the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their Bid to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the Bid, it may be rejected.

The City in its sole discretion reserves the right to determine if the product proposed qualifies as an approved equal. The City further reserves the right to reject any and all or parts of any and all Bids, to re-advertise this Solicitation, to postpone or cancel, at any time, this Solicitation process, or to waive any irregularities in this Solicitation or in the Bids received as a result of this Solicitation.

## 1-15

### RIGHT OF APPEAL

- a) After a Notice of Intent to Award the Contract is posted by the City at the City Clerk's Notice Board and on the City's website, [www.ci.miramar.fl.us/cityclerk/sunshine](http://www.ci.miramar.fl.us/cityclerk/sunshine), any actual or prospective Bidder who is aggrieved in connection with the pending award of the Contract or any element of the Solicitation process may protest to the City's Chief Procurement Officer. A protest must be filed within seven Days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of and the basis for the protest. Filing shall be considered complete when the protest containing the above information in full, including the deposit described below, is received by the City's Chief Procurement Officer.
- b) The City requires a deposit from a protester to compensate the City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be forfeited to the City. The deposit shall be in the form of cash or a cashier's check, and shall be the greater of one percent of the amount of the pending award or \$5,000.00.

## 1-16

### BIDDER / CONTRACTOR OBLIGATIONS

- a) Rules, Regulations, Licensing, and Other Requirements.

The Bidder shall comply with all laws and regulations applicable to the Goods and/or Services required or sought by this Solicitation. The Bidder is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the Goods and/or Services offered or required.

- b) Conditions of Packaging and Packaging Materials.

If applicable, and unless otherwise specified in the specifications, all containers shall be suitable for shipment and/or storage and recyclable to the greatest extent possible.

## 1-17

### REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS

- a) All Contracts with the City for purchase of supplies, materials or Services, including professional Services which involve the expenditure of \$25,000.00 or more, shall require that the Bidder submit with its Bid a listing of all first-tier Subcontractors who will perform any part of the Contract Work and all suppliers who will supply materials for the Work directly to the Successful Bidder. In

addition, the Successful Bidder shall not change or substitute Subcontractors or suppliers from those listed in the Bid except upon written approval of the City.

- b) All Bidders shall submit the completed Bid Form entitled "**INFORMATION REQUIRED OF BIDDER LIST OF SUBCONTRACTORS**" with their Bids. Failure to comply with this requirement shall render the Bid Non-Responsive.

## **SECTION 2 SPECIFIC TERMS AND CONDITIONS**

### **2-1**

#### **PURPOSE: TO PURCHASE GOODS**

The purpose of this Solicitation is to obtain a vendor who can furnish and deliver the Goods as specified herein, from an entity that will provide prompt and efficient service. Specifically, the purpose is to purchase an aquatic plant harvester for the Public Works Department.

The City is herein requesting Bids from experienced individual(s), group(s), or company(ies), hereinafter referred to as the "Bidder", to provide the Goods described herein for the City.

Goods furnished under this solicitation shall be new and free from defects and packaged commercially for shipment and delivery.

### **2-2**

**METHOD OF AWARD: See Section 1-13 above.**

### **2-3**

#### **SOLICITATION TIMETABLE**

The anticipated schedule for this Solicitation and the award of any resulting Contract shall be as follows:

IFB Issued: .....Thursday, March 16, 2017

Deadline for receipt of questions: .....Monday, March 27 , 2017

Deadline for receipt of Bids: .....Thursday, April 6, 2017 2:00 P.M. EST.

### **2-4**

#### **METHOD OF PAYMENT: PERIODIC INVOICES FOR PERIODIC PURCHASES**

The Successful Bidder(s) shall submit fully documented invoices within 30 calendar days after the Goods have been delivered. These invoices shall be submitted to the City of Miramar, ATTN: Accounts Payable, 2300 Civic Center Place, Miramar, Florida 33025. All documentation shall reference the appropriate Contract number, the type of Goods delivered, and the dates or period that the Goods were delivered within the prior 30 days.

## **2-5**

### **ACCEPTANCE OF GOODS BY THE CITY**

The Goods shall be maintained and delivered to the City in excellent condition. If the City deems that a product does not meet specifications, it will be returned to the Successful Bidder in exchange for suitable merchandise or for full credit at no additional cost to the City.

An authorized representative of the City will inspect the delivered Goods. This inspection shall be performed to determine acceptance of the Goods, appropriate invoicing and warranty conditions.

## **2-6**

### **WARRANTY SHALL BE SUPPLIED IN WRITTEN FORM**

a) The Bidder shall supply a copy of the manufacturer's written standard warranty certificates for each item with its Bid. The warranty supplied by the manufacturer shall begin on the date of acceptance of the Goods or Services by the City and shall remain in full force for the full period identified by the manufacturer, regardless of whether the Bidder is under contract with the City at the time of defect. Any payment by the City on behalf of the Goods or Services received from the Bidder does not constitute a waiver of these warranty provisions.

b) The Bidder shall be responsible for ensuring that the manufacturer promptly corrects any deficiency, at no cost to the City, within 15 calendar days after the City notifies the Bidder of such deficiencies in writing. If the Bidder fails to honor the manufacturer's warranty and/or fails to correct or replace the defective Work or items within the period specified, the City may, at its discretion, notify the Bidder in writing that the Bidder may be debarred as a City Bidder and/or subject to contractual remedies if the corrections or replacements are not completed to the satisfaction of the City within five calendar days of receipt of the notice. If the Bidder fails to satisfy the manufacturer's warranty within the period specified in the notice, the City may:—

- 1) Place the Bidder in default of its Contract; and/or
- 2) Procure the Goods or Services from another vendor and charge the Bidder for any re-procurement costs that are incurred by the City for the new Goods, either through an offset from any unpaid invoices or through invoices.

## **2-7**

### **INSURANCE**

Bidder agrees that he/she/it will, in the performance of Work and Services under the Contract, comply with all federal, state and local laws and regulations now in effect, or hereinafter enacted during the term of the Contract that are applicable to Successful Bidder, its employees, agents or Subcontractors, if any, with respect to the Work and Services described herein.

Bidder shall obtain at Bidder's expense all necessary insurance in such form and amount as required by the City's Risk Manager before beginning Work under the Contract, including but not limited to Workers' Compensation Insurance required by law. Bidder shall maintain such insurance in full force and effect during the life of the Contract. Bidder shall provide to the City's Risk Manager certificates of all insurance and endorsements required under this section prior to beginning any Work under the Contract. Bidder shall make this same requirement of any of its Subcontractors to which Florida's Workers' Compensation laws apply.

Bidder shall indemnify and save the City harmless from any damage resulting to them for failure of either Bidder or any Subcontractor to secure or maintain such insurance.

For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Bidder shall maintain commercial general, automobile (where applicable), workers' compensation and professional liability insurance in an amount acceptable to the City's Risk Manager.

#### **Minimum Limits of Insurance**

Bidder shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. Commercial General Liability: \$1,000,000 Combined Single Limit per occurrence, property damage and medical expense \$10,000, personal injury and advertising injury liability \$1,000,000; products and completed operations policy aggregate \$2,000,000 and general aggregate \$2,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident.
3. Employer's Liability: \$1,000,000 per accident for bodily injury by accident or disease.
4. Workers' Compensation: Statutory

#### **Required Insurance Endorsements**

The City requires the following insurance endorsements:

1. ADDITIONAL INSURED - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy as respects liability arising from Work or operations performed by or on behalf of the Bidder.

2. WAIVERS OF SUBROGATION - Bidder agrees to waive all rights of subrogation against the City by policy endorsement for loss, damage, claims, suits or demands, whosoever caused:

- a. To property, equipment, vehicles, laptops, cell phones, etc. owned, leased or used by the Bidder or the Bidder's employees, agents or Subcontractors; and



b. To the extent such loss, damage, claims, suits or demands are covered, or should be covered, by the required or any other insurance (except professional liability to which this requirement does not apply) maintained by the Bidder.

This waiver shall apply to all first party property, equipment, vehicle and workers compensation claims, and all third party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Bidder agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Bidder further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Bidder's failure to obtain such waivers of subrogation from Bidder's insurers.

This Agreement shall not be deemed approved until the Bidder has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as certificate holder in all of Bidder's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

**ALL INSURANCE COMPANIES PROVIDED SHALL:** Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Bidder's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Bidder shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days written notice has been given to the City by certified mail.

## **2-8**

### **ORDERS SHALL BE PLACED THROUGH A PURCHASE ORDER**

The Successful Bidder shall not ship any Goods until a Purchase Order has been received from the City's Procurement Department, provided that such notification shall be superseded by any emergency deliveries that may be specified herein. Any order resulting from this Solicitation will be subject to the standard terms and conditions on the reverse side of the Purchase Order (see Section 4, Sample Purchase Order Terms and Conditions).

## **2-9**

### **SHIPPING TERMS: F. O. B. DESTINATION (SHORT FORM)**

All Bidders shall quote prices based on F. O. B. destination and shall hold title to the Goods until such time as they are delivered to and accepted by an authorized City representative.

**2-10**

**TOXIC AND NONTOXIC SUBSTANCES**

- a) The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration ("OSHA") and the Florida "Right to Know" law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to the local fire department of the location and characteristics of all toxic substances regularly present in the workplace. The Successful Bidder shall supply this information to:

City of Miramar  
Fire Department  
Attention: **Fire Prevention**  
2200 Civic Center Place  
Miramar, FL 33025

- b) The Successful Bidder must submit with their Bid a list of all chemical products (soaps, glass cleaners, detergents, degreasers, glues, primers, etc.) that they propose to use to accomplish the Work specified herein. The City is endeavoring to use environmentally safe products and may require any product named to be deleted from the list and a more acceptable product used. Inclusion of a product on this list constitutes a commitment to use said product(s) for the full term of the Contract. Failure to meet this requirement may result in a Bid being deemed Non-Responsive.
- c) For more information concerning toxic substances, contact the Florida Department of Labor and Employment Security at the address listed below for any related information packets:

Toxic Substances Information Center  
2551 Executive Center Circle West  
Tallahassee, Florida 32501-5014

**2-11**

**POINT OF CONTACT**

For any additional information regarding the specifications and requirements of this Solicitation, please contact Adriel Brown at 954-602-3249.

**2-12**

**TAXPAYER IDENTIFICATION NUMBER**

The Successful Bidder shall provide the City with its Taxpayer Identification Number prior to being recommended for award of any Contract resulting from this Solicitation.

## **SECTION 3 SPECIFICATIONS**

### **3-1 SPECIFICATIONS**

**The City of Miramar is soliciting bids for a vendor to furnish and deliver an Aquatic Plant Harvester for the Public Works Department, as specified herein.**

**Delivery Address: 13900 Pembroke Road, Florida 33027**

**Minimum Features:**

- One man operation
- 2-3 cylinder motor 20-30HP
- Dimensions not to exceed L 15.5' x W 7' x H 7'
- Less than 3000 LBS total weight
- DOT approved trailer with highway rated tires 3500 LBS max capacity.
- Quick change hydraulic connections for peripheral attachments
- Dual Joystick Control
- 0° turn capability
- Deck mount marine boom cutter
- Front-end loader with marine bucket
- Side mounted submersible cutting blade 4' to 5' long and more than 3' deep

**Note: Submit a brochure or specification sheet for the product bid.**

## SECTION 4

### SAMPLE PURCHASE ORDER TERMS AND CONDITIONS:

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

#### MODIFICATIONS

This purchase order form and any other document pertaining to this transaction that has been acknowledged in writing by the Chief Procurement Officer constitute the complete and exclusive statement of this order. Accordingly, no modification or amendment shall be binding upon the City unless signed by the Chief Procurement Officer.

#### CITY ATTORNEY APPROVAL

The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly, no modification of these terms and conditions shall be binding upon the City unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

#### ASSIGNMENT

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

#### EXCUSABLE DELAYS

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

#### DEFAULT

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

#### TERMINATION

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

#### F.O.B.

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

#### TERMS

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

#### INVOICING

Seller must render original invoice to the City of Miramar: Accounts Payable, 2300 Civic Center Place, Miramar, FL 33025-6577.

#### TAX

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

#### RESPONSIBILITY

The City is not responsible for any goods delivered or services performed unless covered by a duly signed and authorized City of Miramar order, issued by the Procurement Division.

#### ACCEPTANCE

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

#### REPRESENTATIVE

All parties to this order agree that the representatives named herein possess full and complete authority to bind the parties.

#### DELIVERIES

Deliveries are to be made during the hours of 9:00 AM to 3:00 PM, Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the City of deliveries that require special handling and/or assistance for off-loading. Failure to notify the City concerning this type of delivery will result in the billing to Seller of any add-on re-delivery, storage or handling charges.

#### INSPECTION

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

#### QUANTITIES

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

## **SAMPLE PURCHASE ORDER TERMS AND CONDITIONS (CONTD)**

### PAYMENT CHANGES

Payments shall be made only to the company and address as set forth on the order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

### ANTI-DISCRIMINATION

Seller shall not discriminate against any person in its operations, activities or delivery of services. Seller shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for disqualification.

### UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670-680, Florida Statutes), shall apply to and supplement the terms and conditions of this order.

### LEGAL RESPONSIBILITY

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

### LIABILITY-COPYRIGHT/PATENT/TRADEMARK

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

### INDEMNIFICATION

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

### OCCUPATIONAL SAFETY AND HEALTH

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

### PUBLICITY

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

### INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Miramar Risk Manager.

### COMPLIANCE WITH LAWS

Seller shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to this order or the performance of work hereunder.

### CONSENT TO JURISDICTION

Venue of any action to enforce this order or the performance of work hereunder shall be in Broward County, Florida. If City or Seller shall be required to enforce the terms of this order by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

### WARRANTY

Commodities furnished shall be new and free from defects and packaged commercially for shipment and delivery. Any implied warranty granted under the Uniform Commercial Code shall apply to all commodities purchased under this Contract. All written standard warranties for commodities shall inure to the benefit of the City, and Seller shall supply a copy of the manufacturer's written standard warranty certificates for each commodity being purchased. The warranty supplied by the manufacturer shall begin on the date of acceptance of the commodities by the City and shall remain in full force for the full period identified by the manufacturer. Any payment by the City for the commodities received does not constitute a waiver of these warranty provisions.

If Seller fails to honor the manufacturer's warranty and/or fails to correct or replace the defective items within 15 calendar days after written notice from the City of such deficiencies, the City may, at its discretion, provide additional written notice of potential debarment or of other contractual remedies if the corrections or replacements are not completed to City's satisfaction within five calendar days of receipt of the notice. If Seller fails to satisfy the manufacturer's warranty, or provide the corrections or replacements within the specified time, the Seller may be placed in default and/or the commodities may be obtained from another seller and the Seller charged the costs of procurement, either through an offset from any unpaid invoices or through invoices.

**SECTION 5  
 BID COVER SHEET  
 Aquatic Plant Harvester  
 IFB No. 17-008**

<b>BIDDER'S NAME (Name of firm, entity, or organization):</b>	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>	
<b>NAME AND TITLE OF BIDDER'S CONTACT PERSON:</b>	
Name: _____	Title: _____
<b>MAILING ADDRESS:</b>	
Street Address: _____	
City, State, Zip: _____	
<b>TELEPHONE:</b> (     )     (     )	<b>FAX:</b> (     )     (     )
<b>EMAIL:</b> _____	
<b>BIDDER'S ORGANIZATION STRUCTURE:</b>	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (explain): _____	
<b>IF CORPORATION:</b>	
Date Incorporated/Organized: _____	
State of Incorporation/Organization: _____	
States registered in as foreign Corporation: _____	
<b>BIDDER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</b>	
<b>LIST NAMES OF BIDDER'S SUBCONTRACTORS AND/OR SUBCONSULTANTS FOR THIS PROJECT:</b>	
<b>BIDDER'S AUTHORIZED SIGNATURE:</b>	
The undersigned hereby certifies that this Bid is submitted in response to this Solicitation.	
Signed by: _____	Date: _____
Print name: _____	Title: _____

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
 MAY DEEM YOUR BID NON-RESPONSIVE**

## SECTION 6 – BID SHEET

Total bid price for item specified herein, FOB destination.

<b>Description</b>	<b>Model</b>	<b>Total Price</b>
Aquatic Plant Harvester		

Note: Delivery is required in 6 weeks from receipt of purchase order.

Taxpayer Identification Number (TIN) \_\_\_\_\_

BIDDER: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
SHALL DEEM YOUR BID NON-RESPONSIVE**

**SECTION 8  
ADDENDA ACKNOWLEDGEMENT FORM**

Addendum #	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDER:

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE**



## SECTION 9 - BIDDER REFERENCES FORM

Please list five Government contract references:

1) Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

2) Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

3) Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

4) Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

5) Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact's Name & Phone #: \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE**

## SECTION 10 BIDDER INFORMATION FORM

All information supplied in connection with this form is subject to review and verification. Any and all determinations concerning this information will be used to determine eligibility for participation in the award. Inaccurate or incomplete answers may result in your Bid being deemed Non-Responsive.

- (1) How many years has your organization been in business under your present business name? \_\_\_\_\_ years
- (2) State of Florida occupational license type and number: \_\_\_\_\_
- (3) County (State County) occupational license type and number: \_\_\_\_\_
- (4) City of Miramar occupational license type and number: \_\_\_\_\_

(A CITY OF MIRAMAR OCCUPATIONAL LICENSE IS NOT NECESSARY  
UNLESS THE BUSINESS IS LOCATED WITHIN THE CITY OF  
MIRAMAR)

### BIDDERS MUST INCLUDE A COPY OF EACH LICENSE LISTED WITH PROPOSAL

- (5) Describe experience providing these products and Services for similar (government) organizations:

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- (6) Have you ever had a contract terminated (either as a prime contractor or Subcontractor) for failure to comply, breach, or default?

\_\_\_\_\_ yes \_\_\_\_\_ no

**(IF YES, PLEASE ENCLOSE A DETAILED EXPLANATION ON SEPARATE SHEET)**

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 11**  
**BIDDER'S DISCLOSURE OF SUBCONTRACTORS,**  
**SUBCONSULTANTS, AND SUPPLIERS**

Please list all Subcontractors, Subconsultants and suppliers to be used in connection with performance of the Contract (use additional pages, if necessary):

1) Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

2) Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

3) Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

**SECTION 11**  
**BIDDER'S DISCLOSURE OF SUBCONTRACTORS,**  
**SUBCONSULTANTS, AND SUPPLIERS (CONTINUED)**

4) Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

5) Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

6) Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

7) Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

**FAILURE TO COMPLETE AND RETURN THIS FORM**  
**MAY DEEM YOUR BID NON-RESPONSIVE**

**SECTION 12**  
**DRUG-FREE WORKPLACE AFFIDAVIT**  
**FLORIDA STATE STATUTE 287.087**

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

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

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

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

STATE OF FLORIDA     )  
                                  ) ss:  
COUNTY OF BROWARD )

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, who is personally known to me or has  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE  
END OF DOCUMENT**



**SECTION 14  
NON-COLLUSIVE AFFIDAVIT**

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF BROWARD        )

\_\_\_\_\_, being first duly sworn, deposes and states that:

- (1) He/she is the (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.



Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BROWARD )

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, who is personally known to me or has  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM  
MAY DEEM YOUR BID NON-RESPONSIVE  
END OF DOCUMENT**

**SECTION 15  
NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, deposes and states that the organization, business or entity represented herein shall not discriminate against any person in its operations, activities or delivery of Services under any agreement it enters into with the City of Miramar. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment Laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for Service delivery.

DATED: \_\_\_\_\_ BY: \_\_\_\_\_  
(Signature)

NAME: \_\_\_\_\_  
(Print)

TITLE: \_\_\_\_\_

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BROWARD )

**SWORN TO AND SUBSCRIBED** before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_, by \_\_\_\_\_, who is personally known to me or has  
produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires:

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY DEEM YOUR BID  
NON-RESPONSIVE  
END OF DOCUMENT**

**SECTION 16  
BUSINESS/VENDOR PROFILE SURVEY**

Name of Business: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Contact Person (Regarding This Form): \_\_\_\_\_

Type of Business (check the appropriate type):

- CONSTRUCTION SERVICES** - Firms involved in the process of building, altering, repairing, improving or demolishing any structure, building or real property.
- ARCHITECTURE AND ENGINEERING (A&E) SERVICES** - Firms involved in architectural design, engineering services, inspections and environmental consulting (materials and soil testing) and surveying.
- PROFESSIONAL SERVICES** - Includes those services that require special licensing, educational degrees, and unusually highly specialized expertise.
- BUSINESS SERVICES** - Involves any services that are labor intensive and not a construction related or professional service.
- COMMODITIES** - Includes all tangible personal property services, including equipment, leases of equipment, printing, food, building materials, office supplies.
- A CBE or SBE firm: a Small Business Enterprise (SBE) or a County Business Enterprise (CBE), has a Broward County Business Tax Receipt, is located in, and doing Business in Broward County, and certified by the Broward County Office of Economic Development and Small Business Development.

**Business is claiming the CBE/SBE Preference; YES \_\_\_\_\_ NO \_\_\_\_\_**

**Please attach the Broward County Office of Economic Development and Small Business Development certification to this form.**

**Business is claiming local Business Preference YES \_\_\_\_\_ NO \_\_\_\_\_**

(Choose below as applicable)

- A Businesses Employing Miramar Residents** located outside of the City of Miramar City and employing a minimum of 10 full time equivalent ("FTE") Miramar residents or Miramar residents constitute 20% FTE of the company's local workforce (Broward and Miami-Dade Counties), whichever is larger. **Proof of Miramar residents employed will be required prior to AWARD.**
- Business is domiciled within the City of Miramar city limits, complies with all City of Miramar licensing requirements and is current on all taxes.

**FAILURE TO COMPLETE AND RETURN THIS FORM  
MAY DEEM YOUR PROPOSAL NON-RESPONSIVE**

# SECTION 17

Form **W-9**  
(Rev. January 2003)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	City of Miramar 2300 Civic Center Place Miramar, FL 33025
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number
or
Employer identification number

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

### 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. person (including a U.S. resident alien).

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 on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### Purpose of Form

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

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

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

\*\*\*MEMORANDUM\*\*\*

DATE: June 22, 2017  
TO: South Broward Drainage District Commissioners  
FROM: Kevin M. Hart, P.E.  
District Director  
Subject: Approval to Advertise for Annual Financial Auditing Services and Establish an Audit Committee

Comments:

SBDD's current contract for Annual Financial Auditing Services expires at the end of the current fiscal year, and as such, the District will need to advertise for the selection of a firm to provide Annual Financial Auditing Services for the next 1-5 years.

In accordance with SBDD Resolution No. 2012-07 the Board shall establish an Audit Committee comprised of one Board member, the District Director and one other person to assist the Board in selecting an auditor to conduct the annual financial audit.

The Audit Committee shall establish factors for the evaluation of audit services, and shall prepare a Request for Proposals for Annual Financial Auditing Services. The Audit Committee shall rank the firms and recommend to the Board in order of preference the firms determined to be the most highly qualified to perform these services.

It is anticipated that the RFP will allow the District to award a 1-year contract beginning on October 1, 2017 and ending on September 30, 2018, with an option to extend the contract for four (4) additional 1-year periods through September 30, 2022.

Financial impacts to this Agenda Item: The cost of Annual Financial Auditing Services are included in the District's annual budget with funding through the SBDD General Operating account.

**This is to request approval to advertise for Annual Financial Auditing Services beginning on October 1, 2107 and to establish an Audit Committee in accordance with SBDD Resolution No. 2012-07.**

**KH**  
**Attachments**

**SOUTH BROWARD DRAINAGE DISTRICT  
RESOLUTION N<sup>o</sup> 2012-07**

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT ESTABLISHING,  
APPROVING AND ADOPTING PROCEDURES FOR EVALUATING AND SELECTING  
A QUALIFIED ACCOUNTING FIRM FOR PROVIDING ANNUAL FINANCIAL AUDITING  
SERVICES IN ACCORDANCE WITH FLORIDA STATUTES SECTION 218.391;  
PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Broward Drainage District, hereinafter referred to as "District", is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries; and

WHEREAS, the District is an independent special district; and

WHEREAS, the District's annual revenues and the District's total of expenditures and expenses both exceed \$100,000; and

WHEREAS, Section 218.39 Florida Statutes requires any special district with revenues or the total of expenditures and expenses in excess of \$100,000, as reported on the fund financial statements to have an annual financial audit of its accounts and records completed within 9 months after the end of its fiscal year by an independent certified public accountant retained by it and paid by its public funds; and

WHEREAS, the District's Board of Commissioners (Board) have determined that the District should issue a Request for Proposals for selecting an independent certified public accountant to perform the District's annual financial audit; and

WHEREAS, Florida Statutes Section 218.391 outlines Auditor Selection Procedures; and

WHEREAS, the Board has determined that the following procedures shall be followed in selecting a qualified independent certified public accountant to perform the District's annual financial audit, and that such procedures shall be in accordance with Florida Statutes Section 218.391:

1. The Board shall establish and appoint an Audit Committee, comprised of a designated Board Commissioner, the District Director and one other person to assist the Board in selecting an auditor to conduct the annual financial audit.

2. The Audit Committee shall establish factors for the evaluation of audit services to be provided by a certified public accounting firm duly licensed under Florida Statutes Chapter 473 and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. Such factors shall include, but are not limited to, ability of personnel, experience, ability to furnish the required services, and such other factors as may be determined by the audit committee to be applicable to its particular requirements.
3. The Audit Committee shall publicly announce in a local daily newspaper on at least 2 separate days, seven (7) days apart, the last day which shall be at least 10 days prior to the date the proposals are due, the Request for Proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration. The Request for Proposals shall also be included on the District's internet web site.
4. The Audit Committee shall provide interested firms with a copy of the Request for Proposals. The Request for Proposals shall include information on how proposals are to be evaluated and such other information the audit committee determines is necessary for the firm to prepare a proposal.
5. The Audit Committee shall evaluate the proposals provided by qualified firms. If compensation is one of the factors established pursuant to paragraph 2 above, it shall not be the sole or predominant factor used to evaluate proposals.
6. The Audit Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to paragraph 2 above. If fewer than three firms respond to the Request for Proposals, the Audit Committee shall recommend such firms as it deems to be the most highly qualified. The Audit Committee may elect to interview up to five firms in order to rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services.
7. The Board will interview the recommended firms, shall inquire as to the basis of compensation, and shall select one of the firms recommended by the audit committee, and negotiate a contract, using one of the following methods:
  - a. If compensation is not one of the factors established pursuant to paragraph 2 above and not used to evaluate firms pursuant to paragraph 6 above, the Board shall negotiate a contract with the firm ranked first. If the Board is unable to

negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the Board shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The Board, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

- b. If compensation is one of the factors established pursuant to paragraph 2 above and used in the evaluation of proposals pursuant to paragraph 5 above, the Board shall select the highest-ranked qualified firm or must document in its public records the reason for not selecting the highest-ranked qualified firm.
  - c. The Board may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.
  - d. In negotiations with firms under this Florida Statutes, Section 218.391, the Board may allow the District Director to conduct negotiations on its behalf.
8. The method used by the Board to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of Florida Statutes Section 218.39 and the needs of the governing body.
9. If the Board is unable to negotiate a satisfactory contract with any of the recommended firms, the audit committee shall recommend additional firms, and negotiations shall continue in accordance with this Florida statute Section 218.391 until an agreement is reached.

; and

WHEREAS, a public hearing was held at 8:00 A.M. on Thursday, June 28, 2012 at the offices of the South Broward Drainage District located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 for the purpose of approving the procedures for evaluating and selecting a qualified, independent certified public accountant to perform the District's annual financial audit; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of the South Broward Drainage District in meeting assembled that:



1. The foregoing statements are incorporated herein in their entirety as if fully stated herein.
2. The procedures for evaluating and selecting a qualified, independent certified public accountant to perform the District's annual financial audit shall be in accordance with Florida Statutes Section 218.391 and with the procedures contained within this Resolution.
3. If one or more of the covenants, agreements or provisions of this Resolution, or the procedures contained herein, shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be separate from the remaining covenants, agreements or provisions and shall in no way affect the validity of all other provisions of this Resolution, or procedures contained herein.
4. This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, the Chairperson of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has hereunto set his hand and the Secretary of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has caused to be set its seal.

ADOPTED AND DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2012.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: \_\_\_\_\_

Scott Hodges, Chairperson

Attest:

\_\_\_\_\_  
Robert E. Goggin, IV, Secretary

STATE OF FLORIDA            )  
  )§  
COUNTY OF BROWARD        )

The foregoing Resolution N<sup>o</sup> 2012-07 was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012 by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2012.

(NOTARY SEAL OR STAMP)

↓  
\_\_\_\_\_  
Notary Public - State of Florida at Large

THE FOREGOING PROCEDURES FOR EVALUATING AND SELECTING AN ACCOUNTING FIRM TO PREPARE THE DISTRICT'S ANNUAL FINANCIAL REPORT WERE APPROVED AND ADOPTED BY SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION NO. 2012-07 ON THE 28<sup>TH</sup> DAY OF JUNE, 2012.

\*\*\*MEMORANDUM\*\*\*

DATE: June 22, 2017  
TO: South Broward Drainage District Commissioners  
FROM: Kevin M. Hart, P.E.  
District Director  
Subject: Approval to Advertise for Annual Financial Auditing Services and Establish an Audit Committee

Comments:

SBDD's current contract for Annual Financial Auditing Services expires at the end of the current fiscal year, and as such, the District will need to advertise for the selection of a firm to provide Annual Financial Auditing Services for the next 1-5 years.

In accordance with SBDD Resolution No. 2012-07 the Board shall establish an Audit Committee comprised of one Board member, the District Director and one other person to assist the Board in selecting an auditor to conduct the annual financial audit.

The Audit Committee shall establish factors for the evaluation of audit services, and shall prepare a Request for Proposals for Annual Financial Auditing Services. The Audit Committee shall rank the firms and recommend to the Board in order of preference the firms determined to be the most highly qualified to perform these services.

It is anticipated that the RFP will allow the District to award a 1-year contract beginning on October 1, 2017 and ending on September 30, 2018, with an option to extend the contract for four (4) additional 1-year periods through September 30, 2022.

Financial impacts to this Agenda Item: The cost of Annual Financial Auditing Services are included in the District's annual budget with funding through the SBDD General Operating account.

**This is to request approval to advertise for Annual Financial Auditing Services beginning on October 1, 2107 and to establish an Audit Committee in accordance with SBDD Resolution No. 2012-07.**

**KH**  
**Attachments**

**SOUTH BROWARD DRAINAGE DISTRICT**  
**RESOLUTION N<sup>o</sup> 2012-07**

RESOLUTION OF THE SOUTH BROWARD DRAINAGE DISTRICT ESTABLISHING,  
APPROVING AND ADOPTING PROCEDURES FOR EVALUATING AND SELECTING  
A QUALIFIED ACCOUNTING FIRM FOR PROVIDING ANNUAL FINANCIAL AUDITING  
SERVICES IN ACCORDANCE WITH FLORIDA STATUTES SECTION 218.391;  
PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the South Broward Drainage District, hereinafter referred to as "District", is a political subdivision of the State of Florida charged with the responsibility of effecting drainage and water management within its geographical boundaries; and

WHEREAS, the District is an independent special district; and

WHEREAS, the District's annual revenues and the District's total of expenditures and expenses both exceed \$100,000; and

WHEREAS, Section 218.39 Florida Statutes requires any special district with revenues or the total of expenditures and expenses in excess of \$100,000, as reported on the fund financial statements to have an annual financial audit of its accounts and records completed within 9 months after the end of its fiscal year by an independent certified public accountant retained by it and paid by its public funds; and

WHEREAS, the District's Board of Commissioners (Board) have determined that the District should issue a Request for Proposals for selecting an independent certified public accountant to perform the District's annual financial audit; and

WHEREAS, Florida Statutes Section 218.391 outlines Auditor Selection Procedures; and

WHEREAS, the Board has determined that the following procedures shall be followed in selecting a qualified independent certified public accountant to perform the District's annual financial audit, and that such procedures shall be in accordance with Florida Statutes Section 218.391:

1. The Board shall establish and appoint an Audit Committee, comprised of a designated Board Commissioner, the District Director and one other person to assist the Board in selecting an auditor to conduct the annual financial audit.

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3. The Audit Committee shall publicly announce in a local daily newspaper on at least 2 separate days, seven (7) days apart, the last day which shall be at least 10 days prior to the date the proposals are due, the Request for Proposals. Public announcements must include, at a minimum, a brief description of the audit and indicate how interested firms can apply for consideration. The Request for Proposals shall also be included on the District's internet web site.
4. The Audit Committee shall provide interested firms with a copy of the Request for Proposals. The Request for Proposals shall include information on how proposals are to be evaluated and such other information the audit committee determines is necessary for the firm to prepare a proposal.
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  - a. If compensation is not one of the factors established pursuant to paragraph 2 above and not used to evaluate firms pursuant to paragraph 6 above, the Board shall negotiate a contract with the firm ranked first. If the Board is unable to

negotiate a satisfactory contract with that firm, negotiations with that firm shall be formally terminated, and the Board shall then undertake negotiations with the second-ranked firm. Failing accord with the second-ranked firm, negotiations shall then be terminated with that firm and undertaken with the third-ranked firm. Negotiations with the other ranked firms shall be undertaken in the same manner. The Board, in negotiating with firms, may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time.

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  - c. The Board may select a firm recommended by the audit committee and negotiate a contract with one of the recommended firms using an appropriate alternative negotiation method for which compensation is not the sole or predominant factor used to select the firm.
  - d. In negotiations with firms under this Florida Statutes, Section 218.391, the Board may allow the District Director to conduct negotiations on its behalf.
8. The method used by the Board to select a firm recommended by the audit committee and negotiate a contract with such firm must ensure that the agreed-upon compensation is reasonable to satisfy the requirements of Florida Statutes Section 218.39 and the needs of the governing body.
9. If the Board is unable to negotiate a satisfactory contract with any of the recommended firms, the audit committee shall recommend additional firms, and negotiations shall continue in accordance with this Florida statute Section 218.391 until an agreement is reached.

; and

WHEREAS, a public hearing was held at 8:00 A.M. on Thursday, June 28, 2012 at the offices of the South Broward Drainage District located at 6591 S.W. 160th Avenue, Southwest Ranches, Florida 33331 for the purpose of approving the procedures for evaluating and selecting a qualified, independent certified public accountant to perform the District's annual financial audit; and

NOW, THEREFORE, be it resolved by the Board of Commissioners of the South Broward Drainage District in meeting assembled that:

1. The foregoing statements are incorporated herein in their entirety as if fully stated herein.
2. The procedures for evaluating and selecting a qualified, independent certified public accountant to perform the District's annual financial audit shall be in accordance with Florida Statutes Section 218.391 and with the procedures contained within this Resolution.
3. If one or more of the covenants, agreements or provisions of this Resolution, or the procedures contained herein, shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be separate from the remaining covenants, agreements or provisions and shall in no way affect the validity of all other provisions of this Resolution, or procedures contained herein.
4. This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, the Chairperson of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has hereunto set his hand and the Secretary of the Board of Commissioners of the SOUTH BROWARD DRAINAGE DISTRICT has caused to be set its seal.

ADOPTED AND DATED the \_\_\_\_ day of \_\_\_\_\_, 2012.

SOUTH BROWARD DRAINAGE DISTRICT

(SEAL)

By: \_\_\_\_\_

Scott Hodges, Chairperson

Attest:

\_\_\_\_\_  
Robert E. Goggin, IV, Secretary

STATE OF FLORIDA            )  
  )§  
COUNTY OF BROWARD        )

The foregoing Resolution N<sup>o</sup> 2012-07 was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012 by SCOTT HODGES and ROBERT E. GOGGIN, IV, as Chairperson and Secretary, respectively of the SOUTH BROWARD DRAINAGE DISTRICT, a political subdivision of the State of Florida, on behalf of SOUTH BROWARD DRAINAGE DISTRICT. They are personally known to me.

WITNESS my hand and official seal in the county and state last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2012.

(NOTARY SEAL OR STAMP)

↓  
\_\_\_\_\_  
Notary Public - State of Florida at Large

THE FOREGOING PROCEDURES FOR EVALUATING AND SELECTING AN ACCOUNTING FIRM TO PREPARE THE DISTRICT'S ANNUAL FINANCIAL REPORT WERE APPROVED AND ADOPTED BY SOUTH BROWARD DRAINAGE DISTRICT RESOLUTION NO. 2012-07 ON THE 28<sup>TH</sup> DAY OF JUNE, 2012.



**FISCAL CALENDAR FOR 2017**

July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
16	17	18	19	20	21	22	20	21	22	23	24	25	26	17	18	19	20	21	22	23
23	24	25	26	27	28	29	27	28	29	30	31			24	25	26	27	28	29	30
30	31																			

**Holidays and Observances:**

Jul 4 Independence Day  
 Sep 4 Labor Day  
 Sep 21 Rosh Hashanah  
 Sep 30 Yom Kippur

**South Broward Drainage District**  
**Comparative Statement of Revenues and Expenses**  
**General Fund (Budgetary Basis)**

Ordinary Income/Expense	<u>Oct '16 - May 17</u>	<u>Annual Budget</u>
<b>Income</b>		
1402 · Maintenance	3,047,471.94	3,110,681.00
1404 · Permit Fees	44,135.01	35,000.00
1405 · 5 Year Recertification Program	29,166.00	35,000.00
1406 · Residential and Lot Permit Fees	22,975.50	25,000.00
1407 · Telecommunications Annual Fee	3,500.00	3,500.00
1408 · Appropriation of Fund Balance	0.00	188,560.90
1410 · Interest Income	6,583.93	6,000.00
1416 · Miscellaneous Income	124,175.46	1,000.00
<b>Total Income</b>	<b>3,278,007.84</b>	<b>3,404,741.90</b>
<b>Expense</b>		
1412 · South Broward Collection Fee	58,511.04	62,213.62
1414 · Discounts (Early Tax Payments)	111,614.78	111,984.52
1501 · Administrative - Office	237,478.53	345,246.72
1503 · Board of Supervisors	25,200.00	37,800.00
1505 · Field Operations	344,832.40	518,706.24
1506 · Inspectors/Project Coord.	175,186.47	255,211.84
1507 · Payroll Taxes - FICA	60,209.90	93,480.31
1509 · Pension	71,046.38	107,467.12
1513 · Payroll Other	50,568.21	64,681.53
1520 · Accounting Fees	25,000.00	25,000.00
1535 · Engineer/Consult Fees/Spec Proj	36,165.80	65,000.00
1540 · Legal Fees	21,843.34	60,000.00
1543 · Legal Fees Special Proj.	0.00	25,000.00
1544 · Other Expense	115.00	1,000.00
1550 · Commercial Property Package	32,872.00	36,000.00
1555 · General/Hazard Liability	37,680.00	38,000.00
1560 · Group Health, Life & Dental	221,989.07	395,000.00
1570 · Workers Compensation	20,817.00	38,500.00
1575 · Advertising	1,280.30	6,500.00
1585 · Computer Supplies - Upgrades	4,524.21	10,000.00
1590 · Dues & Subscriptions	4,730.00	5,800.00
1600 · FPL - Electric	7,593.91	13,000.00
1603 · Gas (LP) Auxiliary Power	318.33	5,000.00
1605 · Janitorial Service	1,124.95	2,000.00
1610 · Licenses & Fees	432.50	1,000.00
1615 · Maintenance Contracts	6,872.30	10,200.00
1620 · Uniforms	2,637.55	2,500.00
1625 · Office Supplies - Postage	2,635.95	5,000.00
1630 · Payroll Service	2,478.20	3,800.00
1635 · Printing - Stationary	908.18	1,800.00
1640 · Public Records Storage/Filing	3,244.50	35,000.00
1645 · Telephone - Misc. Communication	9,389.49	15,000.00

**South Broward Drainage District**  
**Comparative Statement of Revenues and Expenses**  
**General Fund (Budgetary Basis)**

	<u>Oct '16 - May 17</u>	<u>Annual Budget</u>
1650 · Water & Sewer	1,454.88	2,100.00
1655 · Buildings & Grounds	21,515.60	35,000.00
1660 · Equipment Rental/Outside Svcs.	5,996.14	5,000.00
1665 · Equip/Vehic/Boats/Hvy Equip	24,149.62	30,000.00
1670 · Fuel/Oil/Lubric. (Pump Stat)	6,616.72	60,000.00
1675 · Fuel/Oil/Lubric. (Vehic/Equip)	21,778.82	40,000.00
1677 · Hazardous Mat./Spill Cont.	0.00	5,000.00
1680 · Janitorial Supplies - Carp. Clg	0.00	1,000.00
1683 · Hurricane Preparedness Supp.	0.00	1,500.00
1685 · Landscaping & Mowing	29,774.09	35,000.00
1690 · Photography - VCR Equip. & Phot	0.00	250.00
1695 · Pump Stations - Flood Gates	115,176.13	70,000.00
1700 · Safety/SCUBA - Inspect Equip.	2,090.29	2,500.00
1705 · Sanitat. - Exterminating Serv.	6,842.38	10,000.00
1710 · Small Tools - Shop Supplies	6,669.46	9,000.00
1715 · Water Recorder/Elev Gge/Telemetry	192.22	8,000.00
1720 · CanaL/Swale Cleaning/Renovation	12,561.69	30,000.00
1725 · Culvert Cleaning/Inspection	15,556.25	50,000.00
1730 · Culvert Repair - Flapper Gates	29,840.00	40,000.00
1735 · Endwall Repair - Replace./Upgrd	0.00	5,000.00
1740 · Erosion Control	1,750.00	45,000.00
1745 · Gates/Barrier/Fence/Ramp/Sign	128.12	5,000.00
1747 · Outfall Structures	0.00	2,000.00
1750 · Trash Rack/Piling/Tank Upgr.	0.00	10,000.00
1755 · Tree Removal	33,428.00	30,000.00
1765 · Herbicides	157,921.47	370,000.00
1770 · Triploid Carp/Fsh Guards/Maint	16,196.00	30,000.00
1775 · Water Testing	1,640.00	8,000.00
1780 · Seminars/Meetings/Conferences	5,224.76	8,500.00
1781 · Basin S-3 Drainage Improvements	0.00	0.00
1785 · Equip./Vehicle Replace./Upgrd	55,464.52	50,000.00
1797 · Contingency/Misc Expense	0.00	10,000.00
<b>Total Expense</b>	<u>2,151,267.45</u>	<u>3,404,741.90</u>

SOUTH BROWARD DRAINAGE DISTRICT  
SUMMARY OF DISTRICT FUNDS  
June 20, 2017  
**SBDD ASSET ACCOUNTS**

Fund	Cash on Hand	Subtotals	Institution	Investment Accounts	Fund Totals
<b>UNASSIGNED</b>					
General	\$1,344,426	\$1,344,426	Suntrust AdvantageNow	\$247,500 CD-Stonegate	\$1,954,309
				\$247,500 CD- Centennial	
				\$114,883 CD-Bank United	
Payroll	\$39,576	\$39,576	Suntrust		\$39,576
<b>COMMITTED</b>					
Capital Improvements	\$627,438	\$627,438	Suntrust Reserve	\$81,569 CD-Bank United	\$1,388,507
				\$247,500 CD-Landmark	
				\$184,500 CD-PNC Bank	
				\$247,500 CD-FL Community	
Emergency	\$3,246,697	\$3,246,697	Suntrust Reserve		\$3,246,697
Separation	\$160,668	\$160,668	Suntrust Reserve	\$51,048 CD-Bank United	\$274,716
				\$63,000 CD-PNC Bank	
<b>Totals</b>	<b>\$5,418,805</b>	<b>\$5,418,805</b>		<b>\$1,485,000</b>	<b>\$6,903,805</b>

**SBDD LIABILITY ACCOUNT**

Fund	Cash on Hand	Subtotals	Institution	Investment Accounts	Fund Totals
As-Built	\$392,580	\$392,580	Suntrust Paying	\$247,500 CD-TD Bank	\$640,080
<b>Total</b>	<b>\$392,580</b>	<b>\$392,580</b>		<b>\$247,500</b>	<b>\$640,080</b>
<b>FUND TOTALS</b>				<b>\$1,732,500</b>	<b>\$7,543,885</b>

**SBDD INVESTMENT SUMMARY**

Investment	Recommendation	Investment Amount	Interest Rate	Issue Date	Maturity Date
Centennial Bank CD	To Be Cashed Out	\$247,500	0.20%	7/19/2016	7/19/2017
TD Bank CD		\$247,500	0.37%	8/8/2016	8/8/2017
Stonegate Bank CD		\$247,500	0.40%	8/8/2016	8/8/2017
Landmark Bank CD		\$247,500	1.01%	8/15/2016	11/15/2017
Bank United CD		\$247,500	1.10%	9/30/2016	11/30/2017
PNC Bank CD		\$247,500	0.40%	1/24/2017	2/24/2018
FL Community Bank CD		\$247,500	1.00%	2/25/2017	2/25/2018
<b>TOTAL OF INVESTMENTS</b>		<b>\$1,732,500</b>			

Jul-17	Aug-17	Nov-17	Feb-18
\$247,500	\$495,000	\$495,000	\$495,000

**DOUGLAS R. BELL**  
ATTORNEY AT LAW  
CUMBERLAND BUILDING, SUITE 505  
800 E BROWARD BOULEVARD  
FORT LAUDERDALE, FLORIDA 33301  
(954) 524-8526

June 21, 2017

South Broward Drainage District  
6591 Southwest 160th Avenue  
Southwest Ranches, Florida 33331

**\*I N V O I C E\***

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Legal services rendered on behalf of South Broward Drainage District from May 18, 2017 through June 21, 2017:

1. Coordination regarding Maintenance Building Improvements:  
Attorney's Fees: 15 minutes @ \$250.00/hr. = \$ 62.50
  
2. Coordination regarding Background Checks:  
Attorney's Fees: 25 minutes @ \$250.00/hr. = \$ 104.17  
Costs: TWC Backgrounds = \$ 94.70
  
3. Coordination regarding Pool in Drainage Easement on Property near Douglas Road and Pines Boulevard:  
Attorney's Fees: 25 minutes @ \$250.00/hr. = \$ 104.17
  
4. Coordination regarding District Budget for 2017/18:  
Attorney's Fees: 15 minutes @ \$250.00/hr. = \$ 62.50
  
5. Coordination regarding Election Procedures:  
Attorney's Fees: 2 hrs. 30 min. @ \$250.00/hr. = \$ 625.00  
Paralegal Fees: 1 hr. 30 min. @ \$100.00/hr. = \$ 150.00
  
6. Coordination regarding District Authorization to Provide Contributions toward Student Scholarships:  
Attorney's Fees: 3 hrs. 40 min. @ \$250.00/hr. = \$ 916.67  
Paralegal Fees: 1 hr. 15 min. @ \$100.00/hr. = \$ 125.00

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**TOTAL DUE THIS INVOICE: \$ 2,244.71**