The City of

Boynton Beach

City Commission Agenda

Tuesday, November 4, 2025, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

Rebecca Shelton, Mayor (At Large)
Woodrow L Hay, Vice Mayor (District II)
Angela Cruz, Commissioner (District I)
Thomas Turkin, Commissioner (District III)
Aimee Kelley, Commissioner (District IV)

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesus, City Clerk

Mission
To create a sustainable community by providing exceptional municipal services, in a financially responsible manner.

America's Gateway to the Gulfstream

www.boynton-beach.org

Welcome
Thank you for attending the City Commission Meeting

General Rules & Procedures for Public Participation at City of Boynton Beach Commission Meetings

The Agenda:
There is an official agenda for every meeting of the City Commissioners, which determines the order of business conducted at the meeting. The City Commission will not take action upon any matter, proposal, or item of business, which is not listed upon the official agenda, unless a majority of the Commission has first consented to the presentation for consideration and action.

- **Consent Agenda Items:** These are items which the Commission does not need to discuss individually and which are voted on as a group.
- **Regular Agenda Items:** These are items which the Commission will discuss individually in the order listed on the agenda.
- **Voice Vote:** A voice vote by the Commission indicates approval of the agenda item. This can be by either a regular voice vote with "Ayes & Nays" or by a roll call vote.

Speaking at Commission Meetings:

The public is encouraged to offer comment to the Commission at their meetings during Public Hearings, Public Audience, and on any regular agenda item, as hereinafter described.

City Commission meetings are business meetings and, as such, the Commission retains the right to impose time limits on the discussion on an issue.

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes.

Regular Agenda Items: Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, and presentations. - Time Limit - Three (3) Minutes.

Addressing the Commission: When addressing the Commission, please step up to either podium and state your name for the record.

Decorum: Any person who disrupts the meeting while addressing the Commission may be ordered by the presiding officer to cease further comments and/or to step down from the podium. Failure to discontinue comments or step down when so ordered shall be treated as a continuing disruption of the public meeting. An order by the presiding officer issued to control the decorum of the meeting is binding, unless over-ruled by the majority vote of the Commission members present.

Please turn off all cellular phones in the City Commission Chambers while the City Commission Meeting is in session.

The City of Boynton Beach encourages interested parties to attend and participate in public meetings either in-person or via communications media technology online. To view and/or participate in the City Commission meeting online you have the following options:

1. **Watch the meeting online, but not participate:**

   https://www.boynton-beach.org/748/Watch-City-Commission-Meetings

2. **Watch the meeting online and provide public comment during the meeting:**

   YouTube channel (https://www.youtube.com/@cityofboynton).

   Please click onto the description / more tab under the video player to see:

   *The Agenda link

   *Live-To-Air Public Comment link

   *Instructions on how to make a comment link

   *Tech Support hotline number

If you are following the agenda and want to speak specifically during the agenda item labeled “Public comments”, you are permitted to start the connectivity process during the item that precedes public comments to ensure that all contributors are in que, screened and ready when that segment of the agenda is presented, or please wait until your topic of concern is being discussed before requesting to join the meeting for public comment.

Please note that time limits will be enforced so comments must be limited to no more than 3 minutes.

*Presenters, Consultants, and Subject Matter Experts (SME) may join at any time with prior approval.

For additional information or for special assistance prior to the meeting, please contact Maylee De Jesús, City Clerk at cityclerk@bbfl.us or (561) 742-6061.

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1. **Openings**

A. Call to Order - Mayor Rebecca Shelton
Roll Call.

Invocation by Commissioner Woodrow Hay.

Pledge of Allegiance to the Flag led by Commissioner Woodrow Hay.

Agenda Approval:
1. Additions, Deletions, Corrections
2. Adoption

2. **Other**

A. Information Items by members of the City Commission.
City Commissioners to disclose any informational items to the public.

3. **Announcements, Community and Special Events And Presentations**

A. Proclamation- Family Caregivers Month
Vice Mayor Hay will read and present the proclamation naming November as Family Caregivers Month to Ricky Petty, the Project Director for Healthier Boynton Beach.

B. Proclamation- The Links at Boynton Beach PGA Hope Program Day.
Commissioner Turkin will read and present the proclamation naming November 4, 2025 as The Links at Boynton Beach PGA HOPE Program Day. The proclamation will be received by Samuel Preston, Golf Course Division Director.

C. Tourism presentation by Discover The Palm Beaches.
The presentation will be given by Sergio Piedra, Senior Director of Intergovernmental Affairs for Discover The Palm Beaches.

D. State of Education Report by District 7 School Board Member Edwin Ferguson.
District 7 School Board Member Edwin Ferguson will give a report on the State of Education.

E. City Announcements
- City/CRA Joint Workshop - Discussion and Consideration of Overall Visioning of CRA Area - November 8th - 9am-12pm
- Veterans Day Ceremony - Veterans Memorial Park, 411 N Federal Hwy - November 11th -11am - 12am

4. **Public Audience**

Public Audience: Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission. Speakers will be limited to 3-minute presentations (at the discretion of the Chair, this 3-minute allowance may need to be adjusted depending on the level of business coming before the City Commission).

5. **Administrative**

A. Discussion on date to have a Legislative Action workshop, prior to the January 13-14, 2026 PBC Days in Tallahassee.

Requested by Commissioner Turkin.

B. Advisory Board Appointments
City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

C. Community Support Funds.
Approve Community Support Fund requests from Commissioner Turkin.

6. **Consent Agenda**

A. Proposed Resolution No. R25-282- Ratify the City's application for the Speed and Aggressive Driving Grant through the Florida Department of Transportation (FDOT), for the 2025/2026 funding cycle, and authorize the Mayor to accept the Grant and execute all future documents associated with the grant, subject to approval by the City Attorney.

Staff recommends approval of Proposed Resolution No. R25-282.

B. Proposed Resolution No. R25-283- Approving the City's application for the Identity Theft and Fraud Grant through the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants, for the 2025/2026 funding cycle; and, if awarded, authorize the Mayor to accept the Grant and execute all future documents associated with the grant, subject to approval by the City Attorney.
Staff recommends approval of Proposed Resolution No. R25-283.

C. Proposed Resolution No. R25-284- Ratify the City's application for the Impaired Driving Grant through the Florida Department of Transportation (FDOT), for the 2025/2026 funding cycle, and authorize the Mayor to accept the Grant and execute all future documents associated with the grant, subject to approval by the City Attorney.
Staff recommends approval of Proposed Resolution No. R25-284.

D. Proposed Resolution No. R25-285- Approving the Facility Use Agreement between the City of Boynton Beach and the ALS Association, Inc. for the 2025 Walk to Defeat ALS Boynton on November 15, 2025, at Centennial Park and Amphitheater.
Staff recommends approval of Proposed Resolution No. R25-285.

E. Proposed Resolution No. R25-286- Amend various FY 2025-26 Capital Project accounts. Adjusting budgeted appropriations and revenue sources and providing spending authority for the Utility Capital Improvement Funds (403 & 404).
Staff recommends approval of Proposed Resolution No. R25-286.

F. Proposed Resolution No. R25-291- Approve the updated legal description for a small, city-owned parcel of land located at the southeast corner of NE 1st Avenue and NE 4th Street, previously approved for disposition through Resolution R25-232 at the 9/2/2025 Commission Meeting.

Staff recommends approval of Proposed Resolution No. R25-291.

G. Commission Meeting Minutes.

Approve minutes from the October 7, 2025 City Commission Meeting.

7. **Consent Bids and Purchases**

A. Proposed Resolution No. R25-287- Award Request for Proposal No. 25-051R for Harvey E. Oyer Jr. Park Bait and Tackle Shop (Operating Services) to Florida Tackle Company, Inc., and approve a Retail Lease Agreement between the City and Florida Tackle Company, Inc. for a five-year term, with two additional two-year renewal options.
Staff recommends approval of Proposed Resolution No. R25-287.

B. Proposed Resolution No. R25-288- Approve Amendment No. 2 to Agreement between the City of Boynton Beach and Hera Property Registry, LLC for registration and monitoring services for the administrator of record for abandoned, foreclosed, vacant properties within the City.
Staff recommends approval of Proposed Resolution No. R25-288.

C. Proposed Resolution No. R25-289- Approving a Piggyback Agreement between the City and the BG Group, LLC in the amount of $575,000 plus a 10% contingency of $57,500, totaling $632,500 for the demolition and removal of the Boynton Inn located at 480 Boynton Beach Boulevard.
Staff recommends approval of Proposed Resolution No. R25-289.

D. Proposed Resolution No. R25-290- Award Request for Proposal No. 25-058R for HVAC Equipment, Maintenance Products, Services, and Repairs to Shamtec, Inc., and approve a Citywide Contract between the City and Shamtec, Inc., in an amount not-to-exceed $500,000 annually for an initial three (3)-year term, with one (1) optional two (2)-year renewal, subject to the availability of budgeted funds and satisfactory vendor performance.
Staff recommends approval of Proposed Resolution No. R25-290.

8. **Public Hearing**

6 P.M. or as soon thereafter as the agenda permits. T he City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. Proposed Ordinance No. 25-018- Second Reading, An ordinance of the City of Boynton Beach, Florida amending Chapter 14 "Motor Vehicles and Traffic," Section 14-5 "Stopping, standing, parking, or storage prohibited in specified places," and creating new sections thereunder; providing for conflicts, severability, codification; and providing an effective date.
Staff recommends approval of Proposed Ordinance No. 25-018, on Second Reading.

B. Proposed Ordinance No. 25-034- Second Reading, an Ordinance of the City of Boynton Beach, Florida, amending Code of Ordinances Part III, Land Development Regulations, Chapter 2, Land Development Process, Article VI, Impact and Selected Fees, and providing an effective date.
Staff recommends approval of Proposed Ordinance No. 25-034, on second reading.

C. Proposed Ordinance No. 25-035- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Part III "Land Development Regulations," Article II "Planning and Zoning Division Services," Section 4, "Relief Applications" by Amending Subsection F, "Requests for Accommodation," in order to Provide Procedures for Handling and Processing Requests for Accommodation from the City's Land Development Regulations; Providing for Conflicts; Providing for Severability; Providing for Codification; Providing an Effective Date; and For All Other Purposes.
Staff recommends approval of Proposed Ordinance No. 25-035, at first reading.

9. **City Manager's Report**

10. **Regular Agenda**

A. Proposed Ordinance No. 25-036- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, adding Chapter 2, Article IV, Section 2-60 to the City Code of Ordinance Entitled "Public-Private Partnerships;" Establishing Procedures for Public-Private Partnerships and Unsolicited Proposals; Providing for Codification; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.
Staff recommends approval of Proposed Ordinance No. 25-036, at first reading.

B. Proposed Ordinance No. 25-037- First Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum an Amendment to the City Charter; Adding a Preamble to the City Charter to Establish the Foundational Purposes and Principles Of City Governance; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall Be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.
Staff recommends approval of Proposed Ordinance No. 25-037, at first reading.

C. Proposed Ordinance No. 25-038- First Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Section 3 to Require Continuous Residence within the City for at Least One (1) Year Prior to Filing to Run for Office; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.
Staff recommends approval of Proposed Ordinance No. 25-038, at first reading.

D. Proposed Ordinance No. 25-039- First Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Section 5 to Increase the Term of Elective Offices from Three (3) Years to Four (4) Years; to Clarify What Constitutes a Term for Purposes of Term Limits; to Provide for a Mandatory Sit-Out Period; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall be Submitted to

the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided By Law; Providing for Conflicts, Severability, and an Effective Date.
Staff recommends approval of Proposed Ordinance No. 25-039, at first reading.

E. Proposed Ordinance No. 25-040- First Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Section 20 to Clarify the Form of Government, Require a Super Majority Vote for the Appointment and Removal of the City Manager and City Attorney, and Clarifying the Duties and Responsibilities of the City Manager and Commissioners; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.
Staff recommends approval of Proposed Ordinance No. 25-040, at first reading.

F. Proposed Ordinance No. 25-041- First Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Sections 8, 20, 23, 24, 40, 50, 52, 54, and 55 to Modernize Language by Replacing Masculine-Only Pronouns and to Update Notice and Publication Requirements to Comply with Current Florida Statutes and Digital-Age Communication Practices; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, When Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.
Staff recommends approval of Proposed Ordinance No. 25-041, at first reading.

11. **Future Agenda Items**

A. Discussion regarding a proposed Ordinance of the City of Boynton Beach, Florida repealing and replacing Chapter 15 "Offenses- Miscellaneous*," Article I "In General" Noise Control-Short title," and creating new sections thereunder; providing for conflicts, severability, codification; and providing an effective date. **Tabled at the August 19, 2025, meeting.- TBD**

Discuss the proposed changes to the Ordinance.

B. Discussion regarding Citywide Master Plan to light up the City.- **- November 8th, 2025 (CRA/City Workshop).**
Requested by Commissioner Turkin.

C. Update on the City's Strategic Planning efforts. **- November 18, 2025**
Update requested by Commission Woodrow Hay.

D. Discussion regarding requirements to construct required sidewalks and exemptions as outlined in Land Development Regulations, Chapter 4, Article VIII, Section 3 Standards, D Sidewalks. **- November 18, 2025**

Requested by Commissioner Cruz.

E. Quarterly joint City/CRA coordination meeting - **January 13, 2026**
Requested by City Commission and CRA Board.

F. Discussion regarding combining City properties together to create senior affordable housing.**- January 13, 2026 (CRA/City Joint meeting)**
Requested by Vice Mayor Hay.

G. Discussion regarding creating a beautification board. **- TBD**
Requested by Commissioner Turkin.

H. Discussion on utility lift station upgrades and odor control - **TBD**
Requested by Vice Mayor Hay.

I. Discussion in regards to an additional area that might be available as a future cemetery.**- TBD**
Requested by Vice Mayor Hay.

J. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- **TBD**
Requested by Commissioner Cruz.

12. **Adjournment**

Notice

If a person decides to appeal to any decision made by the City Commission with respect to any matter considered at this meeting, He/She will need a record of the proceedings and, for such purpose, He/She may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

The City shall furnish appropriate auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program, or activity conducted by the City. Please contact the City Clerk's office, (561) 742-6060 or (TTY) 1-800-955-8771, at least 48 hours prior to the program or activity in order for the City to reasonably accommodate your request.

Additional agenda items may be added subsequent to the publication of the agenda on the City's web site. Information regarding items added to the agenda after it is published on the City's web site can be obtained from the office of the City Clerk.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proclamation- Family Caregivers Month

Requested Action: Vice Mayor Hay will read and present the proclamation naming November as Family Caregivers Month to Ricky Petty, the Project Director for Healthier Boynton Beach.

How will this affect city programs or services? NA

Account Line Item and Description: NA

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
National Family Caregivers Month.docx

City of Boynton Beach

Proclamation

WHEREAS, November is designated as National Family Caregivers Month, a time to acknowledge the vital contributions of family caregivers who provide essential care and support to loved ones managing chronic conditions, disabilities, or the challenges of aging; and

WHEREAS, over 53 million adult and over 5.4 million youth family caregivers in the United States are the unacknowledged backbone of the nation's long-term care system by providing daily assistance to manage health and personal care, thus enabling their loved ones to stay in the home longer; and

WHEREAS, family caregivers are the cornerstone of compassionate care, offering physical, emotional, and often financial support, many times at great personal sacrifice to ensure their loved ones can maintain their dignity, health, and well-being; and

WHEREAS, Healthier Boynton Beach, a community driven health initiative committed to improving the health and well-being of Boynton Beach residents, stands with family caregivers, advocating for greater awareness, resources, and support to ensure they have the tools and assistance they need to care for their loved ones while maintaining their own health and well-being; and

WHEREAS, it is important to recognize the many contributions of family caregivers and encourage our communities, health providers, employers, and others to support their invaluable efforts;

NOW THEREFORE, I, Vice Mayor Woodrow Hay, and Mayor Rebecca Shelton, of the City of Boynton Beach, Florida, do hereby proclaim November 2025 as:

National Family Caregivers Month

encouraging all residents to recognize the invaluable contributions of family caregivers and to advocate for programs and policies that support them in their caregiving journey.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 4th day of November, Two Thousand and Twenty-Five.

_____
Woodrow Hay, Vice Mayor

_____
Rebecca Shelton, Mayor

ATTEST:

_____
Maylee De Jesús, MPA, MMC, City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proclamation- The Links at Boynton Beach PGA Hope Program Day.

Requested Action: Commissioner Turkin will read and present the proclamation naming November 4, 2025 as The Links at Boynton Beach PGA HOPE Program Day. The proclamation will be received by Samuel Preston, Golf Course Division Director.

How will this affect city programs or services? NA

Account Line Item and Description: NA

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
The Links at Boynton Beach PGA HOPE Progam Day.docx

City of Boynton Beach

Proclamation

WHEREAS, the Professional Golfers' Association of America (PGA) has established the PGA HOPE (Helping Our Patriots Everywhere) program as its flagship military initiative to introduce golf to veterans and active-duty service members as a means of enhancing their physical, mental, social, and emotional well-being; and

WHEREAS, The Links at Boynton Beach PGA HOPE Program provides free, adaptive golf instruction conducted by PGA-certified professionals, creating a therapeutic outlet that fosters camaraderie, confidence, and community among participants of all backgrounds and abilities; and

WHEREAS, The Links at Boynton Beach PGA HOPE Program Chapter has become a model of excellence and growth in the region, expanding from just 13 original members to over 150 active participants, demonstrating the power of sport, mentorship, and fellowship in the successful reintegration of veterans into civilian life; and

WHEREAS, the City of Boynton Beach is proud to celebrate this local program's extraordinary impact—uniting veterans, community leaders, and volunteers under a shared commitment to healing and service through the game of golf; and

WHEREAS, the Boynton Beach City Commission recognizes the invaluable contribution of PGA HOPE in promoting inclusion, resilience, and purpose for our nation's heroes, while also showcasing the spirit of community that defines Boynton Beach.

NOW THEREFORE, I, Commissioner Thomas Turkin, and Mayor Rebecca Shelton, of the City of Boynton Beach, Florida, do hereby proclaim November 4, 2025 as:

THE LINKS AT BOYNTON BEACH
PGA HOPE PROGRAM DAY

and encourage all residents to join in recognizing the PGA HOPE Program, its coaches, volunteers, and veteran participants for their dedication, perseverance, and service to our community and country.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach Florida, the 4th day of November, Two Thousand and Twenty-Five.

_____
Thomas Turkin, Commissioner

_____
Rebecca Shelton, Mayor

ATTEST:

_____
Maylee De Jesús, MPA, MMC, City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Tourism presentation by Discover The Palm Beaches.

Requested Action: The presentation will be given by Sergio Piedra, Senior Director of Intergovernmental Affairs for Discover The Palm Beaches.

Explanation of Request: NA

How will this affect city programs or services? NA

Account Line Item and Description: NA

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Boynton Beach Road Show 2025.pdf


TOURISM WORKS
THE PALM BEACHES
FLORIDA
TOURISM ROAD SHOW
FOR EVERYONE
PALM BEACH COUNTY
FLORIDA
CITY OF
BOYNTON
BEACH

We are Discover The Palm Beaches

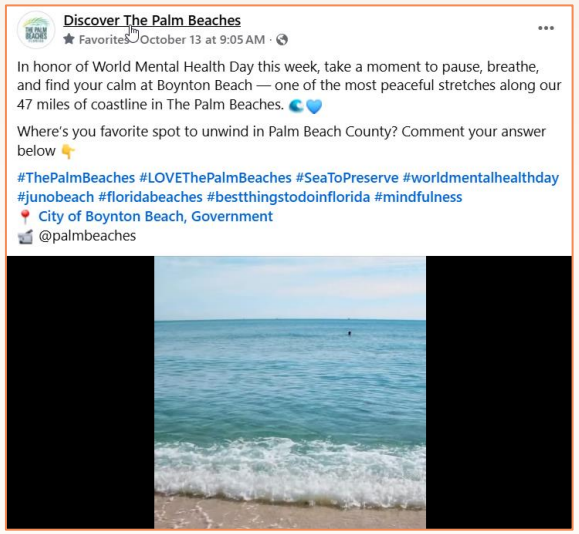
THE PALM BEACHES
FLORIDA

- **Official Tourism Marketing Corporation** contracted by Palm Beach County
- Private, **not-for-profit organization** accredited with distinction by Destinations International
- Reports to a **24 Member Board**/7 appointed by Palm Beach County Board of County Commissioners
- **Under Tourist Development Council,** we work with **sister agencies to cover the whole county**
- Funding through **6% bed tax rate** on overnight stays, plus some private revenues

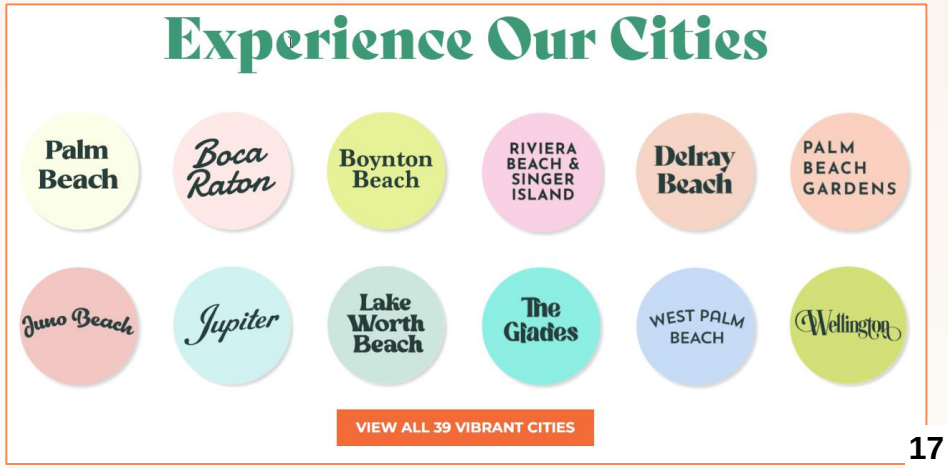
Your Story is Our Story











The Palm Beaches Collection: Cities

NEW CAMPAIGN FOR 2026

PUTTING A SPOTLIGHT ON OUR CITIES

LOCAL AUTHENTICITY

BOYNTON BEACH WILL BE RIGHT IN IT

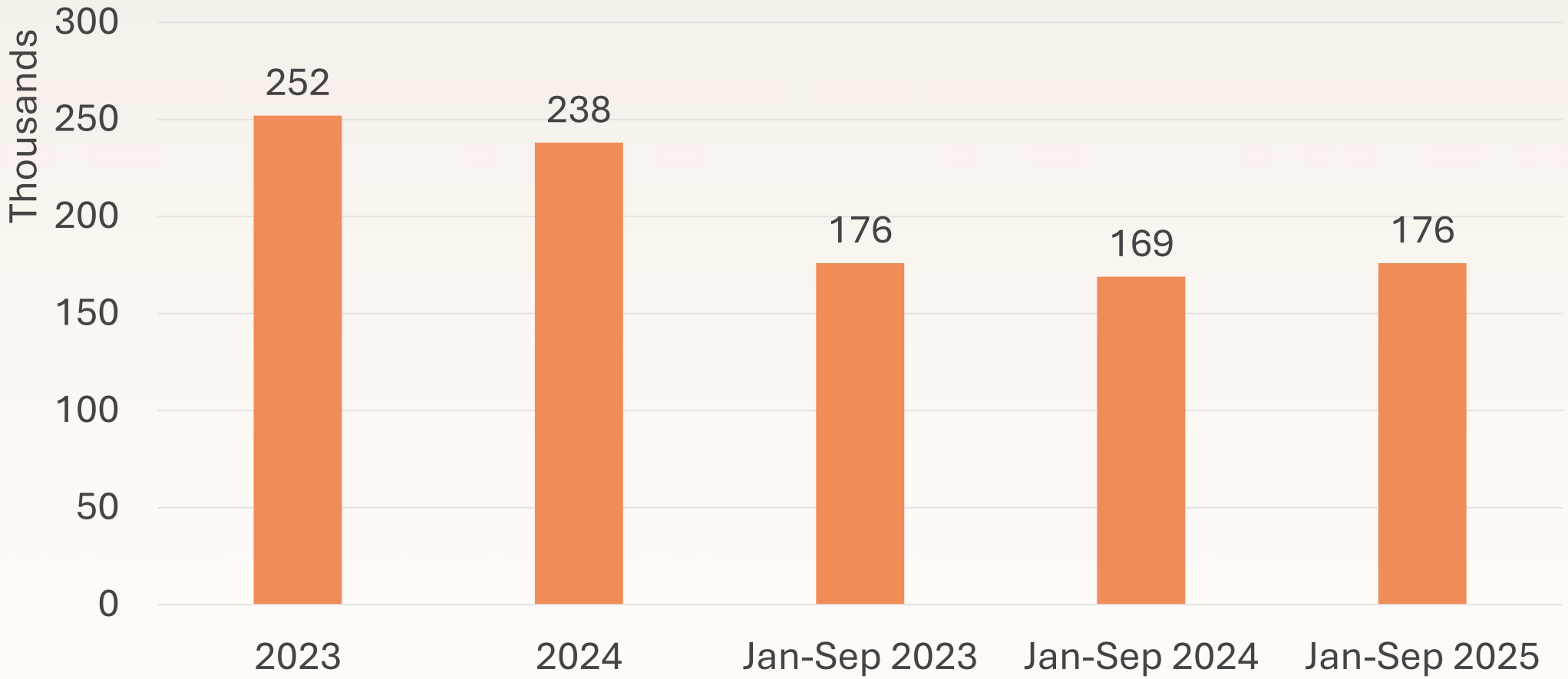




BOYNTON BEACH TOURISM TRENDS

Visitation Growth to Boynton Beach

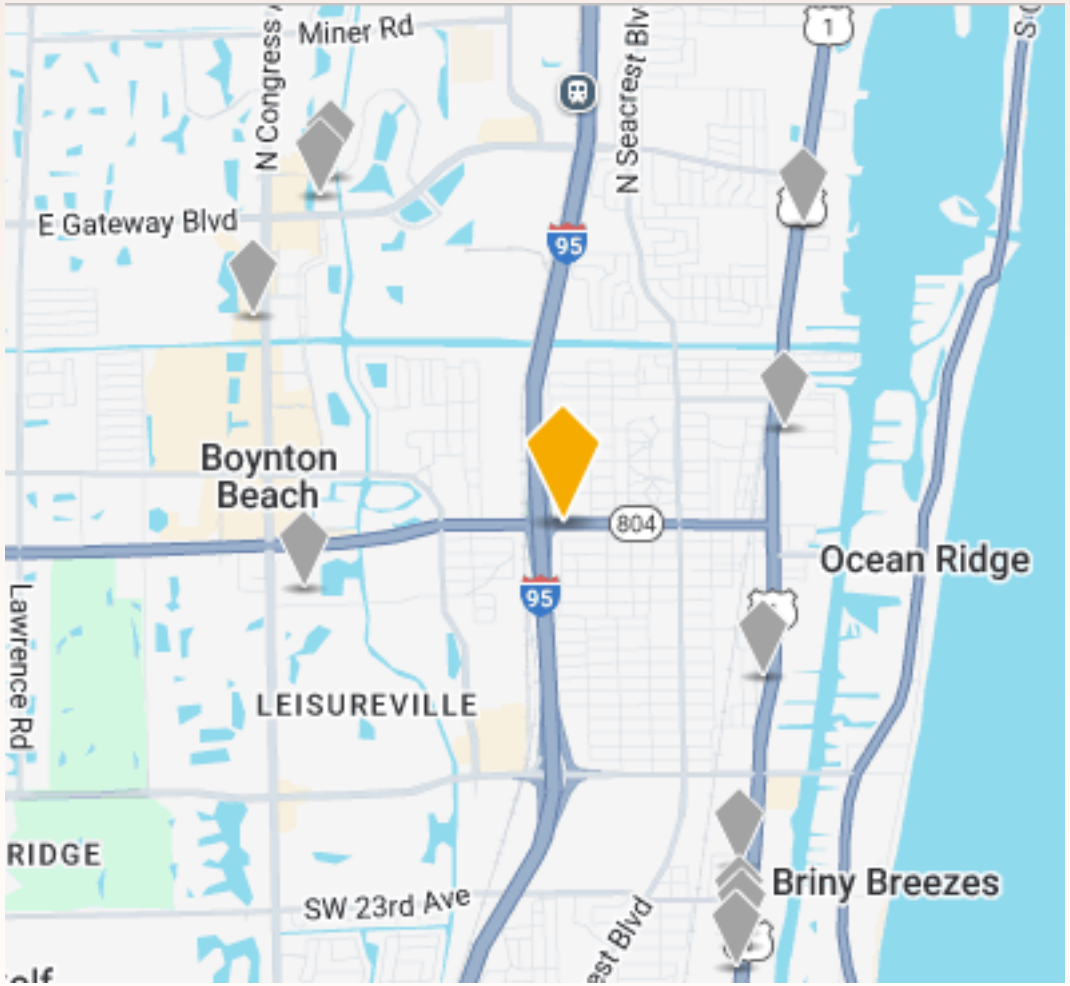




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Boynton Beach Hotel Performance

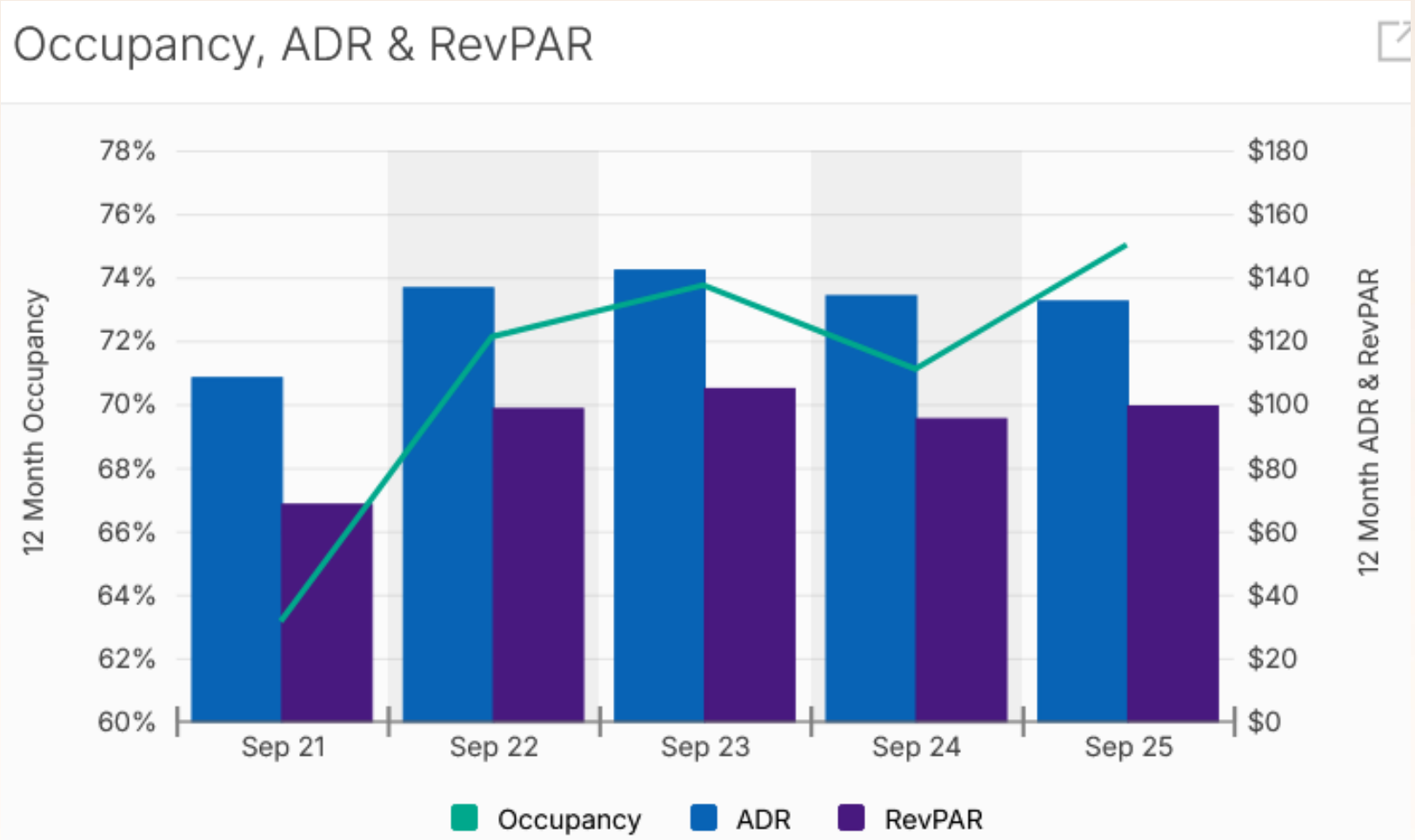




Property Name	Rooms
Hampton Inn & Suites Boynton Beach	165
Courtyard Boynton Beach	152
TownePlace Suites Boynton Beach	116
Nova Inn Resort	104
The Inn at Boynton Beach	102
Holiday Inn Express & Suites Boynton Beach West	93
Golden Sands Inn	26
Atlantic Lodge	21
Stay Inn Motel	20
Loraine Motel	17
Tiki Hut	15
Boynton Beach Motel	13
Total	844

Boynton Beach Hotel Performance



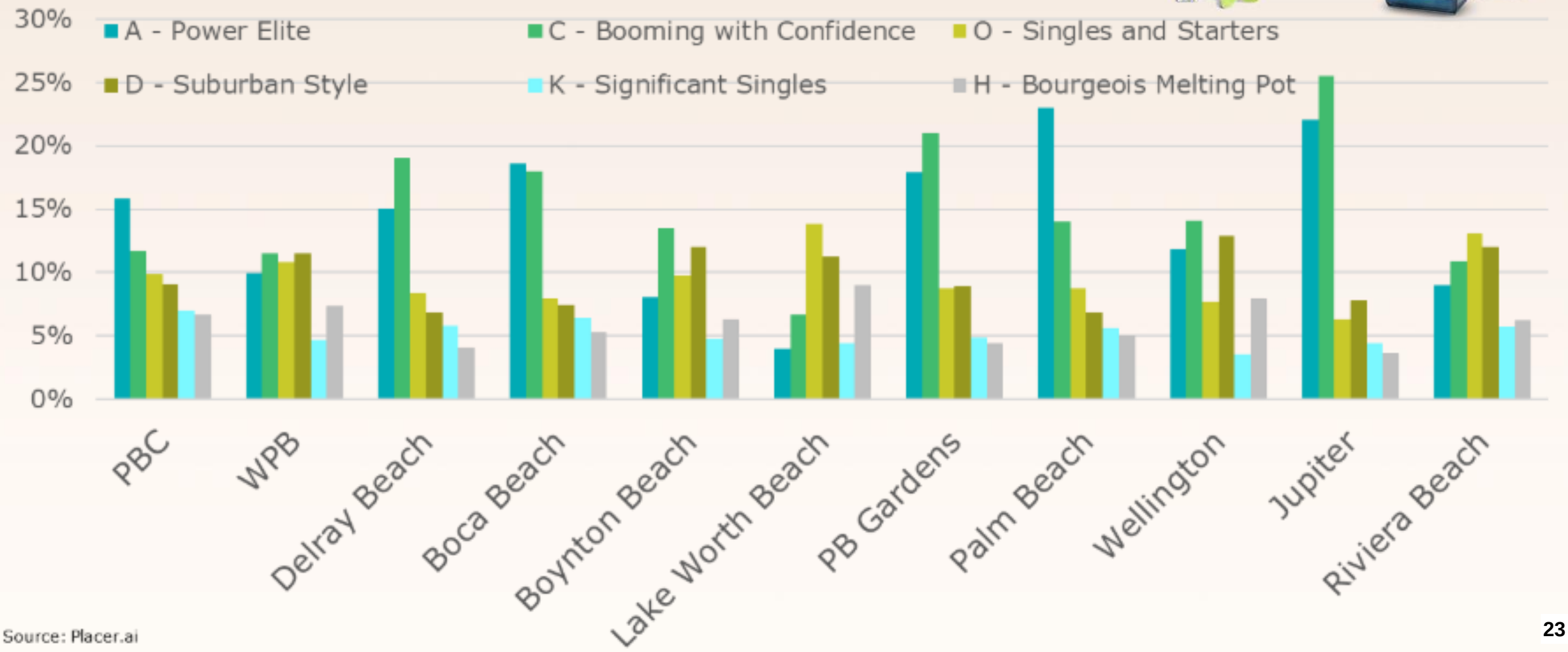


Occupancy (Oct-Sep):
2025: 75%
2024: 71%
2023: 74%

231,045 room nights sold

Visitor Segments by City

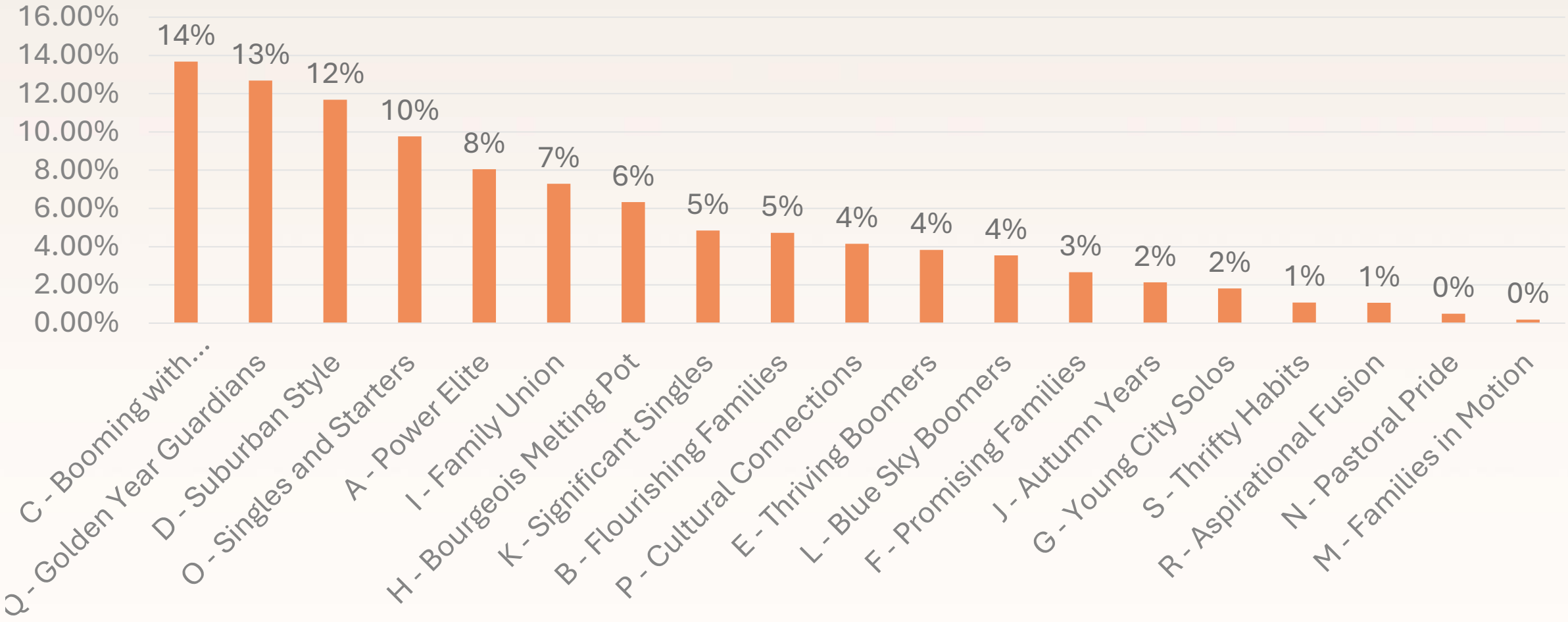




Source: Placer.ai

Boynton Beach Visitor Segments





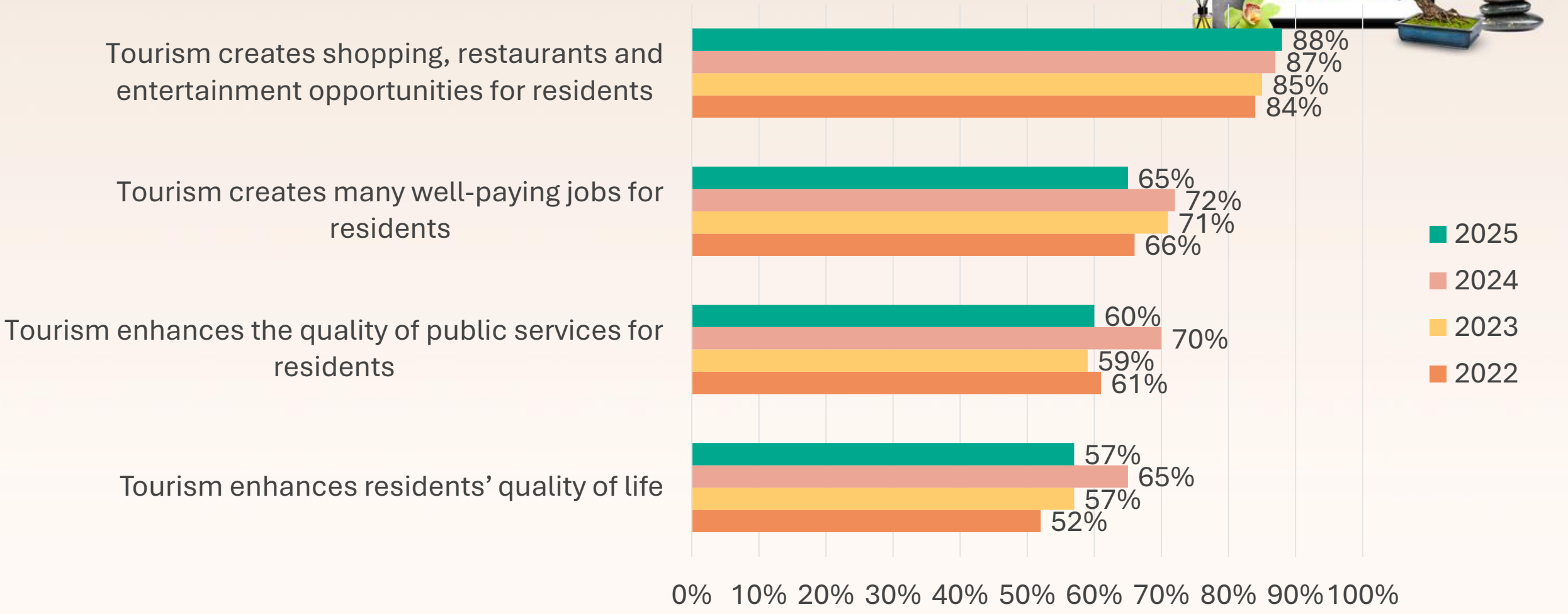
Visitor Segments



Cluster	Age/Stage	Income	Lifestyle	Tech Use	Marketing Focus
Booming w/ Confidence	50+, retirees	High	Active, health, leisure	Moderate, cautious	Trust, lifestyle, planning
Golden Year Guardians	65+, retirees	Middle to high	Stable, traditional, retirement-focused	Low to moderate	Health, security, trust
Suburban Style	Families, traditional	Middle	Suburban, stable	Moderate, practical	Savings, convenience
Singles & Starters	20s–30s	Modest	Urban, social, aspirational	High, social media	Value, digital, aspirational
Power Elite	Mature, professionals	High	Luxury, travel, exclusive	High, early adopters	Premium, innovative
Family Union	Young to middle-age families	Middle	Family-focused, community, budget-conscious	Moderate, practical	Family value, inclusivity, convenience
Bourgeois Melting Pot	Families, diverse	Middle	Community, family	Practical	Inclusive, reliable, value

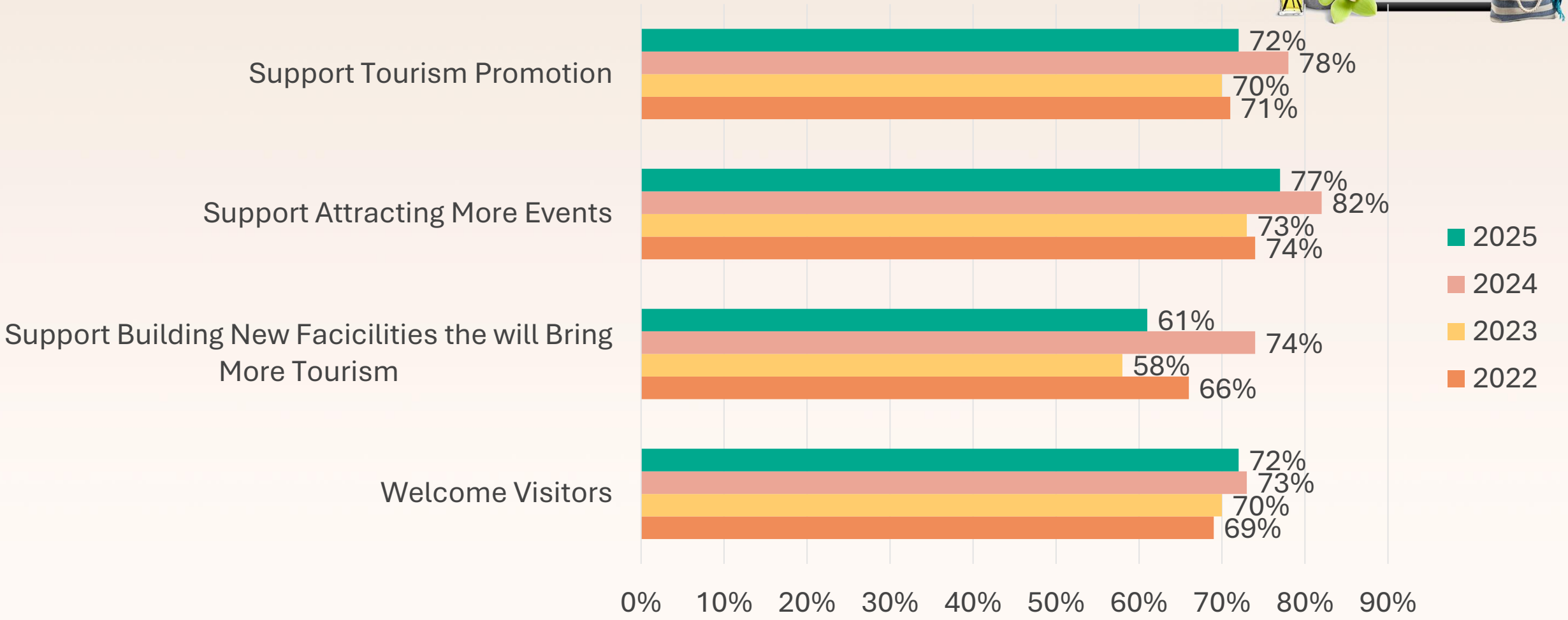
Boynton Beach Resident Sentiment





Boynton Beach Resident Sentiment






TOURISM WORKS
THE PALM BEACHES
FLORIDA
DESTINATION STEWARDSHIP
FOR EVERYONE

Evolving Our Role – Promotion to Stewardship

Focus: Marketing & Sales
Role: Promoter
Audience: Visitors, Industry Partners

Focus: Partnership Building, Marketing & Sales
Role: Connector
Audience: Visitors, Industry, Public Sector

Focus: Destination Stewardship
Role: Collaborator, Steward, Strategist
Audience: Residents, Visitors, Industry Governments, NGO's



We Talk With Everyone



The Palm Beaches

We have evolved from a tourism destination to a renowned world-class travel brand, laying the foundation for The Palm Beaches' growth as a premier hub for business, culture, education, lifestyle, social and economic development.

Our collection of communities and experiences offer endless opportunities and a sense of balance, inspiring residents and visitors to pursue their aspirations while embracing the well-being and prosperity of The Palm Beaches.



State of Tourism Industry Event!

COME SEE COMMISSIONER CRUZ!

WE INTRODUCE OUR CITY COLLECTION CAMPAIGN

CELEBRATE TOURISM IN THE PALM BEACHES





Thank You for Your Partnership!

CITY OF BOYNTON BEACH

THE PALM BEACHES FLORIDA



City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

State of Education Report by District 7 School Board Member Edwin Ferguson.

Requested Action: District 7 School Board Member Edwin Ferguson will give a report on the State of Education.

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
School Board Ferguson Presentation.pptx


THE SCHOOL DISTRICT
PALM BEACH COUNTY

Boynton Beach

Updates



Mr. Edwin Ferguson

Board Member District 7

FY26

An A-Rated School District

Today's Agenda

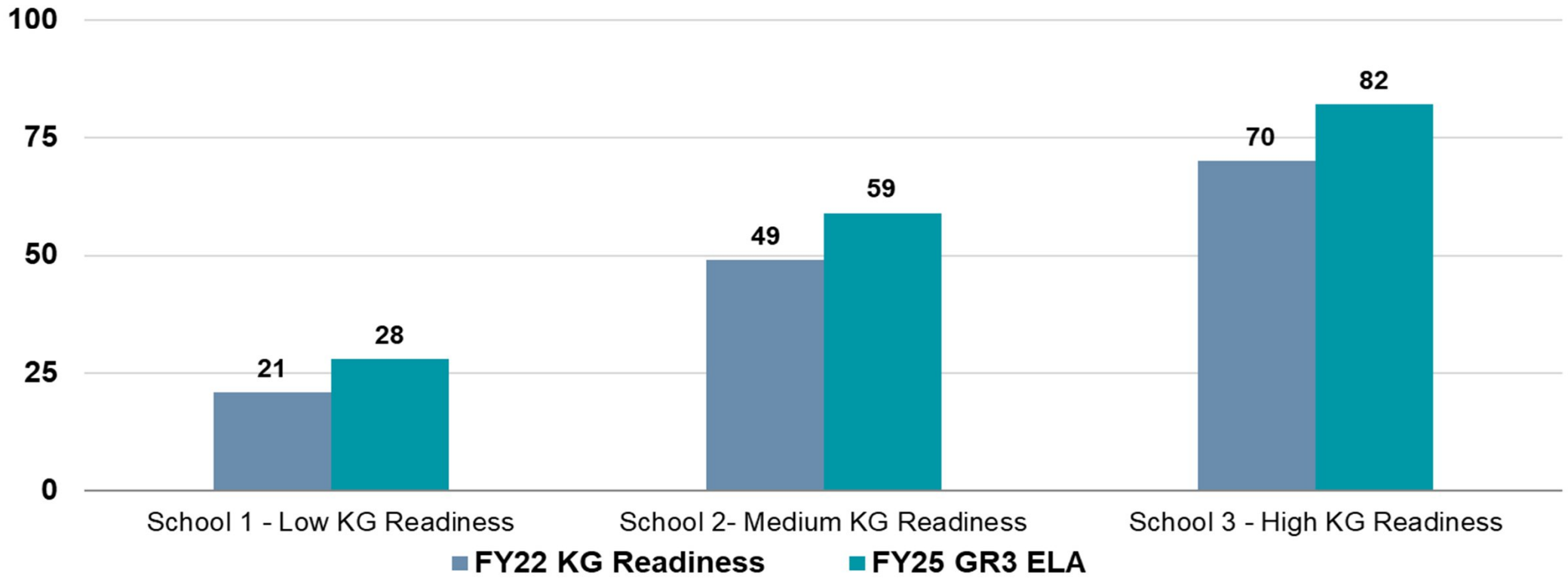
- Introduction of Edwin Ferguson, Esq.
- Academic Results
- How to Help Your Child
- New Worlds Reading Initiative
- Graduation Requirements
- Construction Projects
- Questions & Answers

Academic Results

Boynton Beach



FY22 FLKRS/STAR Kindergarten Readiness & FY25 Grade 3 ELA



How to Help Your PreK Child
Florida Early Learning Standards: 4 Years Old to Kindergarten

- Florida Early Learning Standards - Family Guide
- Birth to PreK Literacy Parent Resource Hub - UF Literacy Institute
- Apply for the Florida Voluntary Prekindergarten Program
- Riviera Beach PreK Collaborative - Kindergarten Entry Power Standards

Florida VPK

How to Help your Child Get Ready for Kindergarten

- What Your Kindergartner Should Know (ELA)
- Parent Guide for Kindergarten Math
- Parent Guide for Kindergarten ELA Standards



How to help your child with reading comprehension

To build reading comprehension, parents can;

- read aloud together
- ask questions
- engage in regular conversations about books
- encourage summarizing
- connect reading to real-life experiences
- discuss unfamiliar words
- find books about their interests



How to help your child do better in Reading & Writing

Dolch and Fry Words are the words that are most frequently used in reading and writing. By practicing these words with your children and helping them learn to recognize them automatically, you can help facilitate fluency in reading.

- Dolch Word Lists
- Fry Word List

Reading, Writing, Math, Science, and Social Studies Online Platforms

Please click below to access online platforms for each subject area:

- Curriculum Platforms



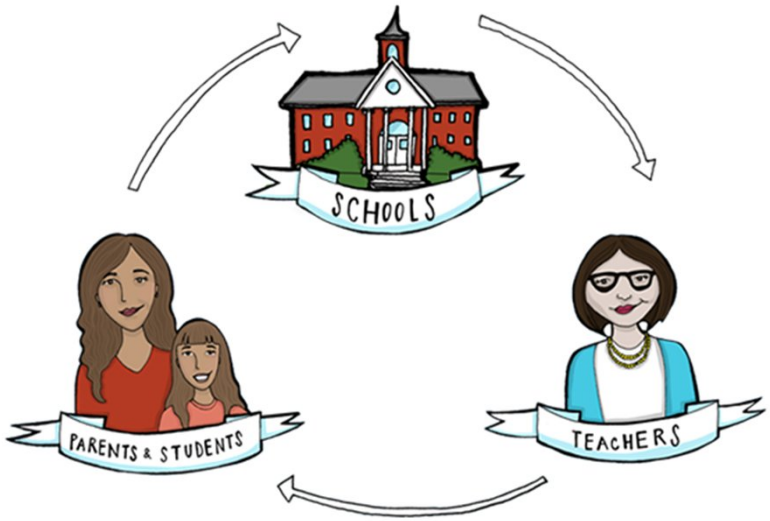
How You Can Help

Parents:

- Practice high frequency words.
- Make sure children read and have a place to do homework each night.
- Parents attend curriculum nights, open houses, parent conferences, SAC & PTA meetings, and other school events.
- Donation for school year.

Community Members:

- Volunteer at your local school
- Provide sponsorships
- Municipal Education Advisory Boards



BRIDGES HELPS FAMILIES IN VARIOUS WAYS

*Help Babies To Be Born Healthy

*Promote Safe and Nurturing Homes

*Promote Kindergarten Readiness

*Help Support with Access to Aftercare and Summer Programs

*Partner with School District & Other Local Partners

* Service Families from Birth-8 years old

Community Events

Parent Workshop/Activities

BRIDGES

Bright Futures Scholarship

Seniors apply for the Bright Futures Scholarship and other State-funded scholarships and grants by completing the Initial Student Florida Financial Aid Application (FFAA).

- The highest award type (FAS) covers 100% of tuition and fees at a FL public institution
- The deadline to complete the requirements and apply for a Bright Futures Scholarship is August 31 of senior year.
- We encourage all graduating seniors to complete the FFAA by April 1st of Senior year to increase chances of qualifying for other state-funded scholarships.
- Students do not need to wait until they meet all the Bright Futures requirements to complete the FFAA.
- Students in grades 11 and 12 should see their school counselor to obtain a copy of their individual Bright Futures Scholarship Evaluation (Eligibility) Report.

For more information on Bright Futures Scholarship eligibility requirements and how to apply, visit www.floridabrightfutures.gov or The SDPBC Bright Futures Page

High School Credits for Middle School (6-8) Students

Some high school courses will be offered in middle school. The availability of high school courses in middle school will differ by school.

- Grades earned in high school courses in middle school will be used in the future to calculate high school GPA and cumulative class ranking.
- These credits will not be calculated in the meritorious class ranking used to determine valedictorian/salutatorian.

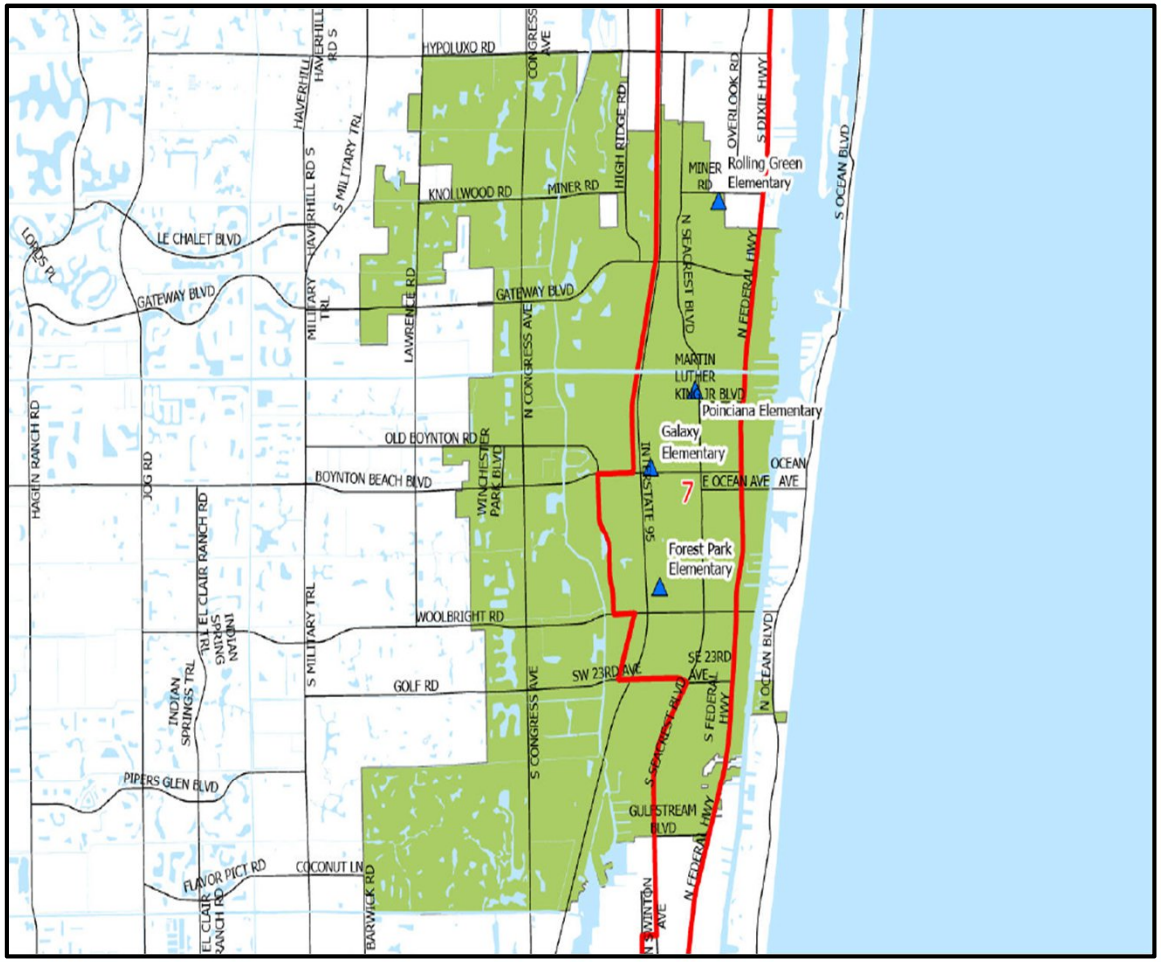
Please see your middle school counselor for more information.

DISTRICT 7 PROJECTS IN BOYNTON BEACH

School	Project Type	Status	Budget
Forest Park ES	Facility Renewal	Planning	$380K
Poinciana ES	Facility Renewal	Completed	$8.4M
Rolling Green ES	Facility Renewal	Construction	$2.8M



Poinciana ES New Doors

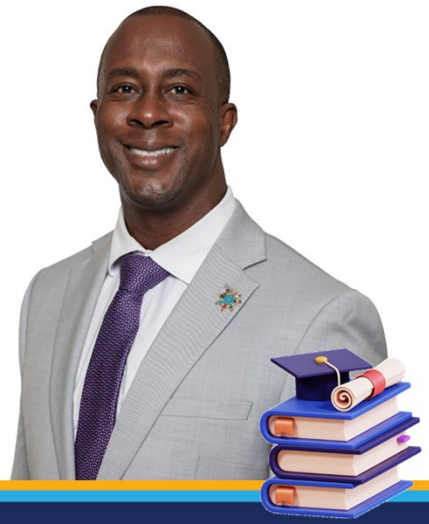


Mr. Ferguson's Goals for FY26

- Expansion of Career & Technical Education (CTE) Courses
- Expansion of ESE Centers
- Continued optimization of students' educational experiences
- Increase utilization of Native Language Support
- Lincoln Elementary Closure Ceremony

Questions?





Contact Me:
edwin.ferguson@palmbeachschools.org
561-434-7481

Get a Copy of this Slidedeck

http://l.sdpbc.net/27blj

Stay informed by checking the District's website, palmbeachschools.org or by watching content on The Education Network

SOCIAL MEDIA

/@pbcsd

/@sdpbc

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

City Announcements

Requested Action:

- City/CRA Joint Workshop - Discussion and Consideration of Overall Visioning of CRA Area - November 8th - 9am-12pm
- Veterans Day Ceremony - Veterans Memorial Park, 411 N Federal Hwy - November 11th -11am - 12am

---

Explanation of Request: City staff will present each of their events.

Budgeted Item: Yes

Account Line Item and Description: Each item has different account line items.

Fiscal Impact: These are budgeted events.

Attachments:
Veterans Day (7 x 5 in) (Presentation).pdf

CITY OF BOYNTON BEACH PRESENTS

VETERANS DAY

CEREMONY

NOVEMBER 11 | 11:00AM



HONORING ALL WHO SERVED

TOM KAISER VETERANS MEMORIAL PARK
411. N FEDERAL HIGHWAY

FREE EVENT

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Discussion on date to have a Legislative Action workshop, prior to the January 13-14, 2026 PBC Days in Tallahassee.

Requested Action: Requested by Commissioner Turkin.

Explanation of Request: Commission will need to decide on a date to have a Legislative Action Workshop, prior to the January 13-14, 2026 PBC Days in Tallahassee.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Advisory Board Appointments

Requested Action: City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

Explanation of Request:

The City Clerk's Office has received applications from City residents who are seeking to become new board members.

The attached list contains term openings and vacancies on the various advisory boards with the designated Commission members having responsibility for the appointment to fill each term opening and vacancy.

How will this affect city programs or services? Appointments are necessary to keep City Advisory Boards full and operating as effectively as possible.

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Advisory Board Appointments, Reappointments and Applicants for November 4, 2025.docx
Ariella Tenenboim - Education and Youth Advisory Board.pdf

Advisory Board Vacancies November 4, 2025

Building Board of Adjustment and Appeals
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

III	Turkin	Regular	Vacant
IV	Kelley	Regular	Vacant
Mayor	Shelton	Alternate	Vacant

Applicants: None

Education and Youth Advisory Board
Regular Member 2 (2 year) terms
Alternate/Student Member 2 (1 year) terms

I	Cruz	Regular	Vacant
Vice Mayor	Hay	Student	Vacant
III	Turkin	Student	Vacant
IV	Kelley	Student	Vacant

Applicant: Ariella Tenenboim Student Appointment

Historic Resources Preservation Board – Quasi-judicial
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

III	Turkin	Regular	Vacant
IV	Kelley	Alternate	Vacant
Mayor	Shelton	Alternate	Vacant

Applicants: None

Library Advisory Board
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

III	Turkin	Regular	Vacant

Applicants: None

Applications Received:

09/20/25	Taylor Millien	E&YAB	Does not live in the City- can apply for waiver, applicant notified via email 09/30/25.
09/08/25	Suzanne Ferguson	CRAB	No vacancies Applicant notified via email 9/8/25
08/07/25	Thiago Coracini	CRAB	No vacancies, not a registered voter, Applicant notified via email 08/08/25
06/11/25	Mark Karageorge	CRAB	No vacancies Applicant notified via email 6/16/25
04/06/25	Deborah Tarca	CRAB	No vacancies Applicant notified via email 4/18/25

Advisory Board Appointment Application

Thank you for your interest in serving on one of the City's Advisory Boards and for taking the time to fill out this form. If instructions are not followed or the application is not filled out in its entirety, the form will be returned for clarification.

EMAIL DISCLAIMER: Please be advised that under Florida law, e-mail addresses are public records. If you do not want your e- mail address released in response to a public-records request, do not send electronic mail. Instead, contact the City of Boynton Beach offices by phone or in writing: City of Boynton Beach, City Clerk's Office, City Hall, 100 E. Ocean Ave., Boynton Beach, FL 33435,

Mailing address: P.O. Box 310, Boynton Beach, FL 33435-0310 | Phone: (561) 742-6060 | City Clerk FAX: (561) 742-6090

Today's Date *

10/21/2025

First Name *

Ariella

Last Name *

Tenenboim

Phone Number *

5613442843

Email *

ariella.tenenboim@gmail.com

Date of Birth *

6/27/2008

Street Address *

9422 Aqua Vista Blvd.

Street Address 2

City *

Boynton Beach

State *

Florida

Zip Code *

33437

Country *

United States

Current occupation or, if retired prior occupation

Student

Education

High school student

Are you a registered voter *

○ Yes ◉ No

Do you reside within the Boynton Beach City Limits? *

◉ Yes ○ No

Do you own/manage a business within City limits? *

- ○ Yes
- ◉ No

If Yes, Name of Business

Are you currently serving on a City board? *

- ○ Yes
- ◉ No

Have you served on a City board in the past? *

- ○ Yes
- ◉ No

If Yes, which board(s) and when?

Have you ever been convicted of a crime? *

- ○ Yes
- ◉ No

If Yes, when and where?

Advisory Board *

Please indicate which advisory board you are seeking appointment.

Education and Youth Advisory Board

For board listing. requirements, responsibilities and meeting times and dates. please visit: Advisory Boards web page

If appointed by the City Commission to serve as a Board Chair or Vice Chair are you willing to serve in this capacity? *

- ◉ Yes
- ○ No

Personal Qualifications *

What personal qualifications do you possess (i.e. profession, previous experience, branch of military service or organization which you feel would make you a good candidate for this board? Please be specific. ,

I am a passionate and dedicated student with an interest in politics and community improvement. I have previously served my community through volunteer work at my synagogue and school, and I now intend to assist the local governance to accomplish this same goal.

Professional Memberships *

Please list any professional memberships

I am not currently a member of any professional bodies.

Attachments

Feel free to attach/upload an extra sheet or resume.

Ari Tenenboim Resume.pdf 42.65KB

Your completed Advisory Board Appointment application will be added to the City's Talent Bank, a file to which Commissioners may turn for candidates when board openings occur.

Certification *

- ◉ I, the applicant, hereby certify that the statements and answers provided herein are true and accurate. I understand that, if appointed, any false statements may be cause for removal from a board.
- ○ I, the applicant, DO NOT certify that the statements and answers provided herein are true and accurate.

Ariella Tenenboim
9422 Aqua Vista Blvd.
Boynton Beach, FL 33437
ariella.tenenboim@gmail.com

Education

Boynton Beach Community High School (Class of 2026)

Rank: 1/387

Weighted GPA: 5.07 | Unweighted GPA: 3.94

Advanced coursework in AICE, Honors, and Dual Enrollment courses

Leadership & Extracurricular Activities

President, Dungeons & Dragons Club (8/30/2023–Present)

Organized and led weekly game sessions, developing strategic thinking and collaboration skills.

Community Chair, National Junior Art Honor Society (NJAHS) (8/22/2024–5/25/2025)

Planned community outreach initiatives and other events alongside other club leaders.

Head of Art, Art and Design Club (8/22/2025-Present)

Oversaw member activities and ensured portfolio creation was proceeding in a timely manner

Marketing Officer and Head Graphic Designer, Boynton Aerospace Science Academy (BASA) (8/22/2024–5/25/2025)

Designed and produced all marketing materials across multiple mediums, including digital and print.

Led branding and promotional efforts to increase engagement and visibility for BASA initiatives.

Member, Tiger Circle (8/22/2024–Present)

Gave feedback on decisions made by the school as a representative of the student body.

Secretary, Newsletter (8/29/2022–Present)

Assisted in graphic design and content creation for the weekly publication while proposing methods of improving the newsletter and assisting its editors.

Secretary, Chess Club (8/30/2023–Present)

Developed critical thinking and problem-solving skills through competitive play alongside advising the president and sponsor to ensure the organization is meeting the needs of its members.

Historian, Drama Club (8/22/2025-Present)

Managed club marketing and recordkeeping while growing communicative and leadership skills.

Volunteer Experience

Temple Music Department Volunteer (with Cantor Jake, 8/16/2022–Present)

Assisted in organizing musical performances and supported event logistics.

The Giving Tree – Holiday Wish List Drive (2022–Present)

Assisted in organizing and distributing holiday gifts for families in need, ensuring that each child received personalized presents.

Helped input wish lists into the database and assisted with website updates to streamline the donation and distribution process

Gained firsthand experience in nonprofit event coordination and community outreach

Internship Experience

Temple Beth El – Backstage Technician (3/2025-Present)

Gained experience in managing multiple aspects of large-scale productions involving live performances

onetwoten marketing – Marketing Intern (5/2025-Present)

Assisted nonprofit marketing agency with creative campaigns including video editing, graphic design and content creation

Skills

Strong foundation in STEM coursework with honors and AICE-level science, history, communications and mathematics.

Graphic design and marketing experience through BASA leadership.

Analytical thinking and problem-solving through chess and D&D leadership.

Effective team leadership and collaboration in club and community activities.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Community Support Funds.

Requested Action: Approve Community Support Fund requests from Commissioner Turkin.

How will this affect city programs or services? NA

Budgeted Item: Yes

Account Line Item and Description: Community Support Funds:
001-1110-511-83-03- Commissioner Turkin

Fiscal Impact: This is a budgeted line item.

Attachments:
Growing Strong Ministries.docx

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS REQUEST FORM

Part I - Summary of Request (to be completed by City Clerk)

Date of Request: 11/04/2025
Requested by Mayor/Commissioner: Commissioner Turkin
Amount Requested $400.00
Recipient/Payee: Growing Strong Ministries

Project, program, or activity to be funded: Thanksgiving Giveaway

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $6,000.00.

The balance of funds available for the requesting Member of the Commission is $6,000.

Accordingly:

X There are funds available as requested

☐ There are insufficient funds available as requested

Dated:_____ By:_____
City Clerk

Part III-Eligibility Evaluation

X Public funds will not be used to improve private property unless there is a clear public need, purpose and benefit

X The recipient/payee provides services within the City

X The public purpose is beneficial to the entire community served by such donation

Dated:_____ By:_____
Requesting Member of the City Commission

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Resolution No. R25-282- Ratify the City's application for the Speed and Aggressive Driving Grant through the Florida Department of Transportation (FDOT), for the 2025/2026 funding cycle, and authorize the Mayor to accept the Grant and execute all future documents associated with the grant, subject to approval by the City Attorney.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-282.

Explanation of Request:

The Florida Department of Transportation (FDOT) State Safety Office has selected the Boynton Beach Police Department's (BBPD) concept paper for subgrant funding consideration in the FY 2025–2026 funding cycle under the Speed and Aggressive Driving priority area. The anticipated funding, in the amount of $50,000, is allocated to support traffic enforcement overtime focused on high-crash and high-risk areas within the city.

If formally awarded, this funding will enable the BBPD to conduct targeted enforcement operations aimed at reducing speed-related and aggressive driving behaviors, particularly in locations with a high incidence of traffic fatalities and serious injuries.

The BBPD has been a recurring recipient of FDOT funding under this initiative in prior years:

- FY 2024–2025: $30,000
- FY 2023–2024: $42,000
- FY 2022–2023: $40,000
- FY 2021–2022: $50,000
- FY 2020–2021: $30,000

This continued partnership with FDOT supports the City's ongoing efforts to enhance roadway safety and reduce traffic-related fatalities through proactive, data-driven enforcement.

How will this affect city programs or services?

This funding will support enhanced enforcement and education efforts aimed at reducing traffic crashes, fatalities, and injuries associated with speeding and aggressive driving. BBPD will analyze crash data to identify high-frequency crash locations and strategically conduct targeted enforcement operations in those areas.

In addition to enforcement, BBPD will implement educational initiatives to increase public awareness around traffic safety, with a focus on the dangers of speeding and aggressive driving. Crash data will guide the development of outreach strategies, and special emphasis will be placed on engaging the community in targeted areas through the distribution of traffic safety information, resources, and guidance.

Account Line Item and Description: Grant accounts

Fiscal Impact:

No fiscal impact, grant funded.

Attachments:
R25-282 Agenda_Item_3816-2025_Resolution_for_Speed_and_Aggressive_Driving_Grant (1).docx
Speed abd Aggressive Driving Concept Paper.pdf
Speed - Aggressive LetterOfSelection-2025 (4).pdf
Draft FDOTSubgrantAgreement-2026.pdf

RESOLUTION NO. R25-282

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE CITY'S APPLICATION FOR THE SPEED AND AGGRESSIVE DRIVING GRANT PROVIDED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE 2025-2026 FUNDING CYCLE, AND AUTHORIZE THE MAYOR TO ACCEPT THE GRANT AND EXECUTE ALL FUTURE DOCUMENTS ASSOCIATED WITH THE GRANT, SUBJECT TO APPROVAL BY THE CITY ATTORNEY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Florida Department of Transportation ("FDOT") State Safety Office has selected the Boynton Beach Police Department's concept paper for subgrant funding consideration in the FY 2025–2026 funding cycle under the Speed and Aggressive Driving priority area. The anticipated funding, in the amount of $50,000, is allocated to support traffic enforcement overtime focused on high-crash and high-risk areas within the city; and

WHEREAS, if formally awarded, this funding will enable the Police Department to conduct targeted enforcement operations to reduce speed-related and aggressive driving behaviors, particularly in locations with high traffic fatalities and serious injuries; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to ratify the City's application for the Speed and Aggressive Driving Grant provided by FDOT for the 2025-2026 funding cycle, and authorize the Mayor to accept the Grant, if awarded, and execute all future documents associated with the grant, subject to approval by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby ratify the City's application for the Speed and Aggressive Driving Grant provided by FDOT for the 2025-2026 funding cycle, and if formally awarded, authorizes the City to accept the Grant.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the Mayor to execute the Grant Agreement and any other documents associated with

applying for and accepting the Grant that do not otherwise increase the financial obligations of the City, subject to the approval of the City Attorney's Office.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-282

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

BOYNTON BEACH POLICE DEPARTMENT
Professionalism * Respect * Integrity * Dedication * Excellence

Joe DeGiulio
Chief of Police
★ Matthew Zeller
Deputy Chief
★ Jack Dale
Assistant Chief
★ John Bonafair
Assistant Chief

A CFA Accredited
Law Enforcement Agency

February 26, 2025

Florida Department of Transportation
Attn: Traffic Safety Administrator
605 Suwannee Street, MS-53
Tallahassee, Florida 32399-0450

RE: Speed and Aggressive Driving Program

The Boynton Beach Police Department has a long-standing history of involvement in successful projects with the Florida Department of Transportation. Our agency is dedicated to traffic enforcement by way of educating and citing violators. The Boynton Beach Police Department feels that increasing the safety of our community and the motoring public is paramount, and with your assistance this goal can be achieved.

I understand there are grant funds available for Speed and Aggressive Driving initiatives during the 2025/2026 fiscal year. Our agency has completed the on-line concept paper with supporting information for your review.

Thank you for your consideration, and please feel free to contact our Grants Manager, Officer Jaclyn Smith at (561) 742-6195 should you have any questions or require additional information.

Sincerely,

Joseph DeGiulio,
Chief of Police

2100 High Ridge Road Boynton Beach FL 33426
561.742.6100 561.738.6158 www.bbpd.org

Applicant Information

Applicant Agency:	City of Boynton Beach
Implementing Agency:	Boynton Beach Police Department
Concept Paper Title:	Boynton Beach Speed and Aggressive Driving Initiative
Priority Area for Concept Paper:	Speeding and Aggressive Driving
Amount Requested:	$50,000.00
Type of Project:	Local
Type of Request:	Continuation - 9
Previous Year's Project Number (if Continuation):	G3468

Head of Agency

Name:	Joseph DeGiulio	**State:**	Florida
Title:	Chief of Police	**Zip:**	33426
Address 1:	2100 High Ridge Road	**Phone:**	(561) 742-6101
Address 2:		**Extension:**	
City:	Boynton Beach	**Email:**	degiulioj@bbfl.us

Project Contact

Name:	Jaclyn Smith	**State:**	Florida
Title:	Grants Manager	**Zip:**	33426
Address 1:	2100 High Ridge Road	**Phone:**	(561) 742-6195
Address 2:		**Extension:**	
City:	Boynton Beach	**Email:**	smithja@bbfl.us

Statement of the Problem:

The City of Boynton Beach, located along the Atlantic Coast in southern Palm Beach County, has a population of approximately 80,000 year-round residents. This number significantly increases during the winter months due to part-time residents and tourists. Spanning about 16 square miles, Boynton Beach lies between West Palm Beach, 10 miles to the north, and Miami, approximately 50 miles to the south. The city is served by nine major roadways, including Boynton Beach Boulevard (State Road 804), which connects to both Interstate 95 and Florida's Turnpike.

According to the Florida Department of Transportation's (FDOT) Fiscal Year 2026 Highway Safety Matrix (HSM) for speed and aggressive driving, Boynton Beach ranks 31st out of 38 cities with populations of 75,000 or more for serious injuries and fatalities related to speeding and aggressive driving. These rankings, based on

actual serious injuries and fatalities from 2019 to 2023, highlight a pressing issue. Despite ongoing enforcement efforts, it is evident that additional education and stricter enforcement of speed and aggressive driving laws are essential to reducing the number of serious injuries and fatalities on the city's roadways . The following data reflects the previous three years, including 2024, which is not included in the latest matrix.

Supporting Data:

2024
Total crashes: 2418
Total crashes with fatalities: 8
Total crashes with injuries: 440
Fatality crashes driving under the influence (DUI) related: 1
Injury crashes DUI related: 9
Total crashes DUI related: 46
DUI Arrest: 104
Unrestrained occupant crashes: 42
Unrestrained occupant injury crashes: 19
Unrestrained occupant fatality crashes: 2
Speeding Citations: 3,228
Seatbelt/Child Restraint Citations: 367
Total overall citations: 11,276 w/o RLC |49,458 w/ RLC

2023
Total crashes: 2345
Total crashes with fatalities: 4
Total crashes with injuries: 398
Fatality crashes driving under the influence (DUI) related: 1
Injury crashes DUI related: 25
Total crashes DUI related: 57
DUI Arrest: 128
Unrestrained occupant crashes: 23
Unrestrained occupant injury crashes: 13
Unrestrained occupant fatality crashes: 0
Speeding Citation: 1,725
Seatbelt/Child Restraint Citations: 551
Total overall citations: 9,262 w/o RLC | 46,665 w/ RLC

2022
Total crashes: 2759
Total crashes with fatalities: 4
Total crashes with injuries: 395
Fatality crashes driving under the influence (DUI) related: 0
Injury crashes DUI related: 8
Total crashes DUI related: 52
DUI Arrest: 124
Unrestrained occupant crashes: 25

Unrestrained occupant injury crashes: 15
Unrestrained occupant fatality crashes: 5
Speeding Citations: 1,676
Seatbelt/Child Restraint Citations: 610
Total overall citations: 8,221 w/o RLC | 36,392 w/ RLC

Proposed Solution:

The Boynton Beach Police Department believes that the success of any traffic safety program is not solely hinged on either component of enforcement, education, or engineering. This program aims to reduce traffic crashes, fatalities, and serious injuries that are speed and/or aggressive driving-related by the implementation of the following components using countermeasures taken from the National Highway Traffic Safety Administration's (NHTSA) "Countermeasures That Work."

High-Visibility Enforcement (HVE): This enforcement is used to deter speeding and aggressive driving through specific and general deterrence. In the HVE model, law enforcement targets certain high-crash or high-violation geographical areas using either expanded regular patrols or designated aggressive driving patrols. The objective is to convince the public that speeding and aggressive driving actions are likely to be detected and that action will be taken against the offenders.

Communications and Outreach Supporting Enforcement: Effective, high-visibility communications and outreach are essential parts of successful speed and aggressive-driving enforcement programs. Communications and outreach programs urging drivers to behave courteously or not to speed are unlikely to have any effect unless they are tied to vigorous enforcement.

The Boynton Beach Police Department will review crash data weekly to determine high-frequency crashes, serious injuries, and fatality locations throughout our jurisdiction. We will develop schedules for traffic personnel to conduct high-visibility overtime enforcement operations at the determined locations. The Project Director will be responsible for ensuring that the data is reviewed each week to review for any possible changes in the list. Our agency will commit to locating 10 total target areas for this program. In addition, the Project Director will be responsible for distributing this top 10 list to all traffic personnel so that they can concentrate on these specific areas, which will increase law enforcement presence.

The Boynton Beach Police Department will also conduct education initiatives in local high schools, senior centers, businesses, civic organizations, and public forums to raise awareness of speed-related issues. The Boynton Beach Police Department will determine through a review of our traffic crash data which population groups are involved in a majority of the traffic crashes that occur within our jurisdiction. A special emphasis will be made to raise traffic safety awareness with this population group by targeting an area to solicit traffic safety and guidance.

To facilitate the delivery of this traffic message, the Boynton Beach Police Department will partner with local resources such as the Community Traffic Safety Team, Law Enforcement Liaison Program, neighboring law enforcement agencies, and local media outlets. The Boynton Beach Police Department will also participate in any statewide public awareness and enforcement campaigns sponsored by the Florida Department of Transportation Safety Office.

The Boynton Beach Police Department will be responsible for the allocation of personnel to achieve the greatest impact on speeding and aggressive driving. The department will coordinate these enforcement and educational campaigns and ensure that daytime/nighttime enforcement is alternated from week to week. This strategy will prevent motorists from predicting times and locations of enforcement activities, thus discouraging them from adjusting their driving behaviors to only those periods with known enforcement. Additionally, the Boynton Beach Police Department will ensure that funds from this program are used prudently and conservatively, maximizing the resources available to extend throughout the entire subgrant cycle.

Sustainability:

The Boynton Beach Police Department plans to sustain its safety efforts after the initial funding period by integrating these initiatives into its ongoing operations. The department will continue enforcing speed and aggressive driving laws through regular patrols and high-visibility enforcement at identified high-risk locations. Additionally, educational programs focused on speed and aggressive driving will remain a priority, with outreach efforts continuing at local high schools, senior centers, and community organizations. By maintaining partnerships with the Community Traffic Team, local law enforcement agencies, and media outlets, the department will ensure that safety messages are consistently communicated to the public. Although funding plays a vital role in supporting these efforts, the department is committed to sustaining these activities through strategic planning and the efficient use of existing resources. The main challenge to continuing these efforts may come from overtime budget constraints or staffing limitations, which could affect the scale of some initiatives. However, the Boynton Beach Police Department remains dedicated to prioritizing road safety, even after the funding period ends, by embedding these efforts into its regular traffic safety and community engagement strategies.

Project Objectives:

A. Strive to decrease speed and/or aggressive driving crashes and fatalities citywide by 2% when compared to the previous year.

B. Conduct at least 10 speed and/or aggressive driving high visibility overtime enforcement operations during the project period.

C. Participate in the state Southern Slow Down campaign through speed and/or aggressive driving overtime enforcement operations and educational/community
activities.

D. Conduct and/or participate in 3 educational/community outreach events to increase speed and/or aggressive driving awareness during the project period and
provides details.

E. Provide speed and/or aggressive driving information and education to the public through the use of

multimedia outlets (i.e., message boards, local media
outlets, social media, press releases, and/or printed materials) at least 3 times during the project period.

Evaluation:

A. Speed and/or aggressive driving crashes and fatalities are reduced by 2% citywide, when compared to the previous year.

B. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted during the project period.

C. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in
during the Southern Slow Down campaign.

D. Detail all educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness during the project period.

E. The number of instances that speed and/or aggressive driving information and education is provided to the public through the use of multimedia outlets during
the project period.

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 20, 2025

Joseph DeGiulio
City of Boynton Beach
2100 High Ridge Road
Boynton Beach , Florida 33426

RE: FY2026 Highway Traffic Safety Concept Paper Selection - CPG-2026-BoyntonBea-00417

Dear Joseph DeGiulio:

The Florida Department of Transportation (FDOT) State Safety Office is pleased to inform you that the following concept paper has been selected to receive subgrant funding in FY2026 for your traffic safety initiative.

PLEASE NOTE: THIS IS NOT A NOTICE TO PROCEED WITH ANY ACTIVITIES OR PURCHASES ASSOCIATED WITH THE SELECTED CONCEPT PAPER. A separate subgrant agreement must be signed and executed by both your agency and the FDOT State Safety Office before any activity or purchases are authorized for reimbursement. Step-by-step instructions for subgrant development are provided later in this letter.

Funding amounts allocated in FY2026 are based upon funding levels awarded to the State of Florida for the federal fiscal year by the National Highway Traffic Safety Administration (NHTSA) and may not be the same as the amount requested in your concept paper and does not mean that everything listed in the concept paper, including any equipment requests, were approved and/or funded.

For FY2026 your agency applied for funding with the following Concept Paper Information:

Concept Paper Number
CPG-2026-BoyntonBea-00417

Implementing Agency
Boynton Beach Police Department

Project Title:
Boynton Beach Speed and Aggressive Driving Initiative

Amount Requested
$50,000

After a comprehensive review, CPG-2026-BoyntonBea-00417 was funded for FY2026 with the following project number, title, and funding levels below:

FY2026 Project Number
SC-2026-00417

Implementing Agency
Boynton Beach Police Department

Project Title:
Boynton Beach Speed and Aggressive Driving Initiative

Amount to be Awarded
$50,000

Subgrant agreement forms are now accessible in the FDOT Traffic Safety Subgrant Management System and include guidance and program manager notes regarding anything that was unallowable or restricted.

The following video link provides step-by-step instructions for accessing the forms and completing subgrant development and execution within the Subgrant Management System: "Congratulations, your concept has been selected! Here are the next steps required for subgrant development!"

We look forward to working with you on this project. If you have any questions after reviewing the provided video instructions, please feel free to reach out the FDOT State Safety Office at 850-414-4017 and ask to speak with a Subgrant Program Manager. Additional information can also be found on our website at: https://www.fdot.gov/Safety/grants/grants-home.shtm.

Sincerely,

Chris Craig

Chris Craig, CPM, FCCM
Traffic Safety Administrator
Florida Department of Transportation

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** SC-2026-00417	**FDOT Contract Number:**
Federal Funds Awarded: $50,000	**FDOT UEI Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date:	**Subgrant End Date:** 09/30/2026

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: Boynton Beach Speed and Aggressive Driving Initiative
2. Federal Funding: $50,000 Match: $0 Total Cost: $50,000

3. Subrecipient Agency:		4. Implementing Agency:	
Agency Name:	City of Boynton Beach	Agency Name:	Boynton Beach Police Department
Address:	100 East Ocean Avenue	Address:	2100 High Ridge Road
City:	Boynton Beach	City:	Boynton Beach
State:	Florida	State:	Florida
Zip:	33435	Zip:	33426

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 596000282

6. Federal Unique Entity Identifier (UEI) Number: FYYMUAVJDKC6

7. Chief Financial Officer:		8. Project Director: **(Can not receive any benefit under this subgrant)**	
Name:	Alan Lawson	Name:	Jaclyn Smith
Address:	100 East Ocean Avenue	Address:	2100 High Ridge
City:	Boynton Beach	City:	Boynton Beach
State:	Florida	State:	Florida
Zip:	33435	Zip:	33426
Telephone:	(561) 742-6312	Telephone:	(561) 742-6195
E-mail:	lawsona@bbfl.us	E-mail:	smithja@bbfl.us

9. Financial Reimbursement Contact:		10. Project Activity Contact:	
Name:	Jaclyn Smith	Name:	Jaclyn Smith
Title:	PD Grant Manager	Title:	PD Grant Manager
Telephone:	(561) 742-6195	Telephone:	(561) 742-6195
E-Mail:	smithja@bbfl.us	E-Mail:	smithja@bbfl.us

11. Payment Remittance Address:
    - Name: City of Boynton Beach
    - Address: PO Box 310
    - City: Boynton Beach
    - State: Florida
    - Zip: 33425

Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

The City of Boynton Beach, located along the Atlantic Coast in southern Palm Beach County, has a population of approximately 80,000 year-round residents. This number significantly increases during the winter months due to part-time residents and tourists. Spanning about 16 square miles, Boynton Beach lies between West Palm Beach, 10 miles to the north, and Miami, approximately 50 miles to the south. The city is served by nine major roadways, including Boynton Beach Boulevard (State Road 804), which connects to both Interstate 95 and Florida's Turnpike.

According to the Florida Department of Transportation's (FDOT) Fiscal Year 2026 Highway Safety Matrix (HSM), Boynton Beach ranks 31st out of 38 cities with populations of 75,000 or more for serious injuries and fatalities related to speeding and aggressive driving. These rankings, based on actual serious injuries and fatalities from 2019 to 2023, highlight a pressing issue. Despite ongoing enforcement efforts, it is evident that additional education and stricter enforcement of speed and aggressive driving laws are essential to reducing the number of serious injuries and fatalities on the city's roadways.

2. Proposed Solution:

The Boynton Beach Police Department believes that the success of any traffic safety program is not solely hinged on any one component of enforcement, education, or engineering. This program aims to reduce traffic crashes, fatalities, and serious injuries that are speed and/or aggressive driving-related by the implementation of the following components using countermeasures taken from the National Highway Traffic Safety Administration's (NHTSA) "Countermeasures That Work" (11th edition).

High-Visibility Enforcement (HVE): This enforcement is used to deter speeding and aggressive driving through specific and general deterrence. In the HVE model, law enforcement targets certain high-crash or high-violation geographical areas using either expanded regular patrols or designated aggressive driving patrols. The objective is to convince the public that speeding and aggressive driving actions are likely to be detected and that action will be taken against the offenders.

Communications and Outreach Supporting Enforcement: Effective, high-visibility communications and outreach are essential parts of successful speed and aggressive-driving enforcement programs. Communications and outreach programs urging drivers to behave courteously or not to speed are unlikely to have any effect unless they are tied to vigorous enforcement.

The Boynton Beach Police Department will review crash data weekly to determine high-frequency crashes, serious injuries, and fatality locations throughout our jurisdiction. We will develop schedules for traffic personnel to conduct high-visibility overtime enforcement operations at the determined locations. The Project Director will be responsible for ensuring that the data is reviewed each week to review for any possible changes in the list. Our agency will commit to locating 10 total target areas for this program. In addition, the Project Director will be responsible for distributing this top 10 list to all traffic personnel so that they can concentrate on these specific areas, which will increase law enforcement presence.

The Boynton Beach Police Department will also conduct education initiatives in local high schools, senior centers, businesses, civic organizations, and public forums to raise awareness of speed-related issues. The Boynton Beach Police Department will determine through a review of our traffic crash data which population groups are involved in a majority of the traffic crashes that occur within our jurisdiction. A special emphasis will be made to raise traffic safety awareness with this population group by targeting an area to solicit traffic safety and guidance.

To facilitate the delivery of this traffic message, the Boynton Beach Police Department will partner with local resources such as the Community Traffic Safety Team, Law Enforcement Liaison Program, neighboring law

enforcement agencies, and local media outlets. The Boynton Beach Police Department will also participate in any statewide public awareness and enforcement campaigns sponsored by the Florida Department of Transportation Safety Office.

The Boynton Beach Police Department will be responsible for the allocation of personnel to achieve the greatest impact on speeding and aggressive driving. The department will coordinate these enforcement and educational campaigns and ensure that daytime/nighttime enforcement is alternated from week to week. This strategy will prevent motorists from predicting times and locations of enforcement activities, thus discouraging them from adjusting their driving behaviors to only those periods with known enforcement. Additionally, the Boynton Beach Police Department will ensure that funds from this program are used prudently and conservatively, maximizing the resources available to extend throughout the entire subgrant cycle.

3. Project Objectives:

a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.

b. Strive to decrease speed and/or aggressive driving crashes and fatalities citywide by 2% when compared to the 10/01 to 06/30 time period from the previous year.

c. Conduct at least 10 speed and/or aggressive driving high visibility overtime enforcement operations during the project period.

d. Participate in the Southern Slow Down campaign through speed and/or aggressive driving overtime enforcement operations and educational/community activities.

e. Conduct a minimum 3 educational/community outreach events to increase speed and/or aggressive driving awareness during the project period and provide details.

f. Provide speed and/or aggressive driving information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, and/or printed materials) at least 3 times during the project period.

4. Evaluation:

a. Enforcement activity start date.

b. Speed and/or aggressive driving crashes and fatalities are reduced by 2% citywide when compared to the 10/01 to 06/30 time period from the previous year.

c. The number of speed and/or aggressive driving high visibility overtime enforcement operations conducted during the project period.

d. The number of speed and/or aggressive driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Southern Slow Down campaign.

e. Detail all educational/community outreach events conducted or participated in to increase speed and/or aggressive driving awareness during the project period.

f. The number of instances that speed and/or aggressive driving information and education is provided to the public through the use of multimedia outlets during the project period.

Part III: PROJECT DETAIL BUDGET

Project Title: Boynton Beach Speed and Aggressive Driving Initiative

Project Number: SC-2026-00417

FDOT Contract Number:

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary Only	Overtime Salary for law enforcement officers.	$50,000	$0	$50,000	No
	Subtotal:	**$50,000**	**$0**	**$50,000**	
B. Contractual Services					
	Subtotal:	**$0**	**$0**	**$0**	
C. Expenses					
	Subtotal:	**$0**	**$0**	**$0**	
D. Equipment Costing $10,000 or More					
	Subtotal:	**$0**	**$0**	**$0**	
E. Indirect Cost					
%		$0		$0	
	Subtotal:	**$0**		**$0**	
	Total Cost of Project:	**$50,000**	**$0**	**$50,000**	

Part IV: PERFORMANCE REPORT

Project Title: Boynton Beach Speed and Aggressive Driving Initiative

Project Number: SC-2026-00417

FDOT Contract Number:

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted speed and aggressive driving enforcement.
4. Conduct speed and aggressive driving high visibility enforcement operations.
5. Conduct outreach/educational activities for speed and aggressive driving.
National Highway Traffic Safety Administration (NHTSA) Required Activity Reporting The following statistics are required reporting for any traffic safety enforcement grant. (enforcement grants only)
1. Number of seat belt citations issued during subgrant-funded enforcement activities.
2. Number of impaired driving arrests made during subgrant-funded enforcement activities.
3. Number of speeding citations issued during subgrant-funded enforcement activities.

Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

   In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

   (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

   (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

      i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

      ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program; and/or
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation (USDOT) and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's, FHWA's and/or NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. Offsets. If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. Buy America Act. The Subrecipient agrees to comply and require consultants and contractors to comply with USDOT, FHWA, and/or NHTSA Buy America requirements, including all applicable standards, orders, regulations, and waivers. For NHTSA funded Projects, Subrecipient agrees to comply with NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. FHWA and/or NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. Clean Air Act and Federal Water Pollution Control Act. Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

   (a) The Subrecipient agrees to the following disclosures:

      i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to FHWA and/or NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

      ii. FHWA and/or NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, FHWA and/or NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of FHWA and/or NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

      iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by FHWA and/or NHTSA or with an organization whose interests may be substantially affected by FHWA and/or NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the USDOT, or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. **Disadvantaged Business Enterprises (DBE).**

   (a) The Subrecipient agrees to the following assurance:

   The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

(b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. Methods of Procurement. Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

(a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. Domestic Preference for Procurements. As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. Equal Employment Opportunity. No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

15. **No Federal Obligation**. This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, FHWA and/or NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.

16. **Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination (‘‘Federal Nondiscrimination Authorities’’). These include but are not limited to:

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;

(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);

(d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

(e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

(f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms ‘‘programs or activities’’ to include all of the programs or activities of the Federal aid recipients, Subrecipients and contractors, whether such programs or activities are Federally-funded or not);

(g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38; and

(h) Nondiscrimination Clause.

During the performance of this subgrant, the Subrecipient agrees:

(1) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

(2) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;

(3) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, FHWA and/or NHTSA;

(4) That, in the event the Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or FHWA and/or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

(5) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

17. **Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

    The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

    The Federal Government has the right to:

    (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

    (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

    (1) Procure or obtain;

    (2) Extend or renew a contract to procure or obtain; or

    (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

    (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

        i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

        ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions;

        iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

        iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* ''grassroots'') lobbying activities, with one exception. This does not preclude a State official whose salary is supported with FHWA and/or NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

(c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101 et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Banning Text Messaging While Driving**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 287.133 (2)(a), F.S.** 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 section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list 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.

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

(c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

(c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

MISCELLANEOUS PROVISIONS

40. **Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
    i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
    ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
    iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
41. **Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
42. **Department Not Obligated to Third Parties**. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
43. **Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
44. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
45. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
46. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
47. **Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
48. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
49. **Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
50. **Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
51. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

52. Agreement not Assignable. The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. Amendments. The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. Disputes and Appeals. Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. Equipment. Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds. All equipment should be purchased by the Subrecipient within the first ninety days of the subgrant award date unless otherwise approved in writing by the FDOT State Safety Office.

(a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

(b) **Equipment Costing $10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of $10,000 or more per unit shall be subject to the following requirements:

i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.

ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.

(c) **Disposition of Equipment Costing $10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

(d) **Disposition of Equipment Costing Less than $10,000.** Equipment that does not meet the unit purchase price threshold of $10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.

(e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

(f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

56. Expense Purchases for $200 or more: Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. Excusable Delays. Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. How this Agreement is Affected by Provisions Being Held Invalid. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. Ineligibility for Future Funding. The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

(a) Failure to provide the required audits;

(b) Failure to provide required performance and final narrative reports in the required time frame;

(c) Failure to perform work described in Part II of this Agreement;

(d) Failure to provide reimbursement requests and performance reports in the required time frame;

(e) Providing fraudulent performance reports or reimbursement requests; or

(f) Misuse of equipment purchased with Federal highway safety funds.

60. Performance. In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. Personnel Hired or Paid Under this Agreement.

(a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.

(b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as “overtime”, per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient’s payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31, unless otherwise approved in writing by the FDOT State Safety Office. A Final Narrative Report for a project funded by FHWA must meet the same standards and shall be submitted by July 31, unless otherwise approved in writing by the FDOT State Safety Office. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30 for NHTSA funded agreements and June 30 for FHWA funded agreements, unless otherwise stipulated by the FDOT State Safety Office on the first page on this Agreement. In the event this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

64. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers.*

(b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by Executive Order or other guidance from the Governor of Florida; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.

(c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:

i. Purchase of airfare;

ii. Travel to conference;

iii. Travel which includes a registration fee;

iv. Out-of-subgrant-specified work area travel; or

v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply. An exception to this lodging reimbursement limit may be granted for out-of-state travel if specifically approved in advance, in writing by the FDOT State Safety Office.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

(f) **Rental Vehicles**. Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

FINANCIAL/FISCAL

66. Allowable Costs. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. Subcontract Agreements.

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);

ii. Total contract amount;

iii. Scope of work/Services to be provided;

iv. Quantifiable, measurable, and verifiable units of deliverables;

v. Minimum level of service to be performed and criteria for evaluating successful completion;

vi. Budget/Cost Analysis; and

vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

i. **All subcontract agreements shall contain the following statement**:
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."

ii. **Buy American Act Clause** *(see Section 4 of Part V)*

iii. **Certification Regarding Federal Lobbying** *(see Section 21(a) of Part V)*

iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*

v. **DBE Clause** *(see Section 10 of Part V)*

vi. **E-Verify Clause** *(see Section 33 of Part V)*

vii. **Nondiscrimination Clause** *(see Section 16(h) of Part V)*

viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of $150,000) *(see Section 5 of Part V)*

ix. **Integrity Certification Clause** *(see Section 27 of Part V)*

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*

xi. **Indemnification and Insurance** *(see Section 34(b) of Part V)*

xii. **Policy on Banning Text Messaging While Driving Act** *(subcontracts in excess of $15,000) (see Section 28(b) of Part V)*

xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** *(see Section 12 of Part V)*

xv. **Termination for Convenience** *(see Section 22(c) of Part V)*

68. Indirect Costs. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200, OMB's Uniform Grants Guidance 2024 Revision, and the Subrecipient's federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used unless the Subrecipient elected to use a reduced indirect rate in the competitive concept paper application process. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

Subrecipients will be reimbursed for indirect costs up to the first $50,000 of each subcontract/subaward based on their federally approved negotiated indirect cost rate agreement. Under this Agreement, a subcontract and subaward are treated the same based on their requirement to contribute to the goals and objectives of the project, their purpose in carrying out a portion of the Federal award, and their overall contribution to project implementation.

69. Obligation of Subgrant Funds. Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. Procedures for Reimbursement.

(a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).

(b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report). **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed, indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

   a. **Salaries**: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed for a more thorough financial analysis, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

   b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

   c. **Workers' Compensation:** Subrecipients shall provide a Contribution Indication and Bind Order, or other documentation deemed equivalent, prior to the reimbursement of costs associated with workers' compensation. Self-insurers (municipalities and counties) shall be reimbursed using the current rate for class code 7720, as set by the National Council on Compensation Insurance (NCCI), unless sufficient documentation is provided to justify the use of a different rate or to show a lower rate was requested. All reimbursement of workers compensation costs shall be calculated in accordance with Rule 2 "Premium Basis and Payroll Allocation" of the NCCI's Basic Manual.

ii. **Contractual Services.** Should be supported by a copy of the approved, fully executed subcontract agreement, an invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing $10,000 or More.** Should be supported by a copy of any required pre-approvals, an invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between colleges and universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Non-Aligned Purchases Pre-Approval Requirement**: Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th) for NHTSA funded agreements. A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office within the first 90 days of the subgrant start date in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner, or failure to establish and maintain communication with the FDOT State Safety Office regarding claim submissions, may result in this Agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office. Such a request should be distinctly identified as Final and include FDOT Form 500-065-20 Final Narrative Report.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 for NHTSA funded agreements and July 31 for FHWA funded agreements following the end of this Agreement period, unless otherwise approved in writing by the FDOT State Safety Office.

(f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

(h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(i) **Artificial Intelligence (AI) Reimbrsement**. The purchase of software whose primary purpose is Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.

(j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.

(k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.

(m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

(n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

iv. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

v. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

71. Tracking and Retention of Financial Records. The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. Program Income. Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. **Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

74. **Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget (Part III of this Agreement) as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. **Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. **Enforcement.**

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Aircraft Enforcement**. Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.

(c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.

(d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.

(e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.

High Visibility Enforcement is defined as:

Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

(f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(h) **Impaired Driving Enforcement.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;

b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;

c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;

d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;

e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or

f. Be an active certified Drug Recognition Expert (DRE).

(i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Slow Down.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(l) **Teen Safe Driving Enforcment.**

i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.

ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(m) **Campaign Reporting.** All law enforcement agencies that receive subgrant funding are strongly encouraged to report activity in NHTSA mobilizations to the Florida Law Enforcement Liaison Program during the campaign reporting periods

(n) **Administrative Hours Limitation.** Administrative hours may be charged to the subgrant; however, the total cost associated with administrative time shall not exceed 10 hours per month. It is the responsibility of the Subrecipient to ensure that all administrative charges are reasonable, necessary, and properly documented.

(o) **Emergency Response During Subgrant Funded Activities.** If a law enforcement emergency occurs during a subgrant-funded detail and response is required by an officer(s) working that detail, the officer(s) is allowed up to one hour of subgrant-time to respond and return to the traffic enforcement patrol. Any time beyond that hour, or costs related to additional emergencies during the detail, must be covered by the Subrecipient.

(p) **Additional Reports.** The FDOT State Safety Office reserves the right to request a copy of any subgrant-funded Computer Aided Report (CAD).

77. Public Service Announcements, Marketing, and Advertisements.

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting;

ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;

iii. The amount allocated for paid media;

iv. Anticipated creative costs associated with the paid media; and

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation", or "Funded by FDOT", or FDOT logo, "Brought to you by …." or "Provided by …" may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. Public Information and Education Items. Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

(a) What public information or educational item is being requested;

(b) What program/policy is the item supporting;

(c) Who the target audience is;

(d) How the item will be distributed;

(e) Estimated unit cost(s) for the item; and

(f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words “Funding provided by the Florida Department of Transportation” or “Funded by FDOT” shall appear on or in all items. “Brought to you by” or “Provided by” may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo “Use of NHTSA Highway Safety Grant Funds for Certain Purchases” (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☐ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program)

***Federal Funds Awarded:** $50,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) System for Award Management (SAM)
www.sam.gov

(b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Award Identification Number (FAIN):	FAIN Award Date:

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Resolution No. R25-283- Approving the City's application for the Identity Theft and Fraud Grant through the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants, for the 2025/2026 funding cycle; and, if awarded, authorize the Mayor to accept the Grant and execute all future documents associated with the grant, subject to approval by the City Attorney.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-283.

Explanation of Request:

The Police Department is in the process of pursuing grant funding through the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants, under the Identity Theft and Fraud Grant Program for the 2025/2026 funding cycle. The proposed grant request totals $10,000 and, if awarded, would be used to support the Department's continued efforts to combat identity theft and fraud-related crimes, with a specific focus on protecting elderly residents who are often the most vulnerable to these offenses.

* Previously awarded $10,000 in FY23/24

How will this affect city programs or services?

If awarded, this grant funding would directly enhance the Police Department's capacity to investigate and resolve identity theft and fraud cases, especially those affecting elderly residents. These types of crimes can have serious financial and emotional impacts on victims and often require specialized investigative approaches. By strengthening the Department's response to these crimes, the grant would also indirectly support broader city programs focused on public safety, elder services, and community outreach.

Account Line Item and Description: Grant accounts.

Fiscal Impact:

If awarded, the Police Department will receive $10,000 to improve our operations and better serve the community.

Attachments:
R25-283 Agenda_Item_3812-2025_Resolution_for_Identity_Theft_and_Fraud_Grant.docx

RESOLUTION NO. R25-283

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE CITY'S APPLICATION FOR THE IDENTITY THEFT AND FRAUD GRANT PROVIDED BY THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, OFFICE OF CRIMINAL JUSTICE GRANTS FOR THE 2025-2026 FUNDING CYCLE, AND IF AWARDED, AUTHORIZING THE MAYOR TO ACCEPT THE GRANT AND EXECUTE ALL FUTURE DOCUMENTS ASSOCIATED WITH THE GRANT, SUBJECT TO APPROVAL BY THE CITY ATTORNEY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Police Department is in the process of pursuing grant funding through the Florida Department of Law Enforcement ("FDLE"), Office of Criminal Justice Grants, under the Identity Theft and Fraud Grant Program for the 2025/2026 funding cycle. The proposed grant request totals $10,000, and if awarded, would be used to support the Department's continued efforts to combat identity theft and fraud-related crimes, with a specific focus on protecting elderly residents who are often the most vulnerable to these offenses; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the City's application for the Identity Theft and Fraud Grant provided by FDLE, Office of Criminal Justice Grants, for the 2025-2026 funding cycle, and if awarded, authorize the Mayor to accept the Grant and execute all future documents associated with the grant, subject to approval by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the City's application for the Identity Theft and Fraud Grant provided by the Florida Department of Law Enforcement, Office of Criminal Justice Grants, for the 2025-2026 funding cycle, and if awarded, authorize the Mayor to accept the Grant.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the Mayor to execute the Grant Agreement and any other documents associated with

applying for and accepting the Grant that do not otherwise increase the financial obligations of the City, subject to the approval of the City Attorney's Office.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-283

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Resolution No. R25-284- Ratify the City's application for the Impaired Driving Grant through the Florida Department of Transportation (FDOT), for the 2025/2026 funding cycle, and authorize the Mayor to accept the Grant and execute all future documents associated with the grant, subject to approval by the City Attorney.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-284.

Explanation of Request:

The Florida Department of Transportation (FDOT) State Safety Office has selected the Boynton Beach Police Department's (BBPD) concept paper for subgrant funding consideration in the FY 2025–2026 funding cycle under the Impaired Driving priority area. The anticipated funding, in the amount of $40,000, is allocated to support traffic enforcement overtime focused on high-crash and high-risk areas within the City.

If formally awarded, this funding will enable the BBPD to conduct enforcement operations aimed at reducing impaired driving, particularly in locations with a high incidence of traffic fatalities and serious injuries.

The BBPD has been a recipient of FDOT funding under this initiative in prior years, though the last award was received FY 2022 for $41,000. The continued partnership with FDOT supports the City's ongoing efforts to enhance roadway safety and reduce traffic-related fatalities through proactive, data-driven enforcement.

How will this affect city programs or services?

This funding will support enhanced enforcement and education efforts aimed at reducing traffic crashes, fatalities, and injuries associated with impaired driving. BBPD will analyze crash data to identify high-frequency crash locations and strategically conduct enforcement operations in those areas.

In addition to enforcement, BBPD will implement educational initiatives to increase public

awareness around traffic safety, with a focus on the dangers of impaired driving. Crash data will guide the development of outreach strategies, and special emphasis will be placed on engaging the community in targeted areas through the distribution of traffic safety information, resources, and guidance.

Account Line Item and Description: Grant accounts - Grant funded overtime.

Fiscal Impact: No fiscal impact, grant funded.

Attachments:
R25-284 Agenda_Item_3824-2025_Resolution_for_Impaired_Driving_Grant.docx
Impaire Driving LetterOfSelection-2025 (5).pdf

RESOLUTION NO. R25-284

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE CITY'S APPLICATION FOR THE IMPAIRED DRIVING GRANT PROVIDED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE 2025-2026 FUNDING CYCLE, AND AUTHORIZE THE MAYOR TO ACCEPT THE GRANT, IF AWARDED, AND EXECUTE ALL FUTURE DOCUMENTS ASSOCIATED WITH THE GRANT, SUBJECT TO APPROVAL BY THE CITY ATTORNEY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Florida Department of Transportation ("FDOT") State Safety Office has selected the Boynton Beach Police Department's concept paper for subgrant funding consideration in the FY 2025–2026 funding cycle under the Impaired Driving priority area. The anticipated funding, in the amount of $40,000, is allocated to support traffic enforcement overtime focused on high-crash and high-risk areas within the city; and

WHEREAS, if formally awarded, this funding will enable the Police Department to conduct enforcement operations aimed at reducing impaired driving, particularly in locations with a high incidence of traffic fatalities and serious injuries; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to ratify the City's application for the Impaired Driving Grant provided by FDOT for the 2025-2026 funding cycle, and authorize the Mayor to accept the Grant, if awarded, and execute all future documents associated with the grant, subject to approval by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby ratify the City's application for the Impaired Driving Grant provided by FDOT for the 2025-2026 funding cycle, and if formally awarded, authorizes the City to accept the Grant.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby authorize the Mayor to execute the Grant Agreement and any other documents associated with

applying for and accepting the Grant that do not otherwise increase the financial obligations of the City, subject to the approval of the City Attorney's Office.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-284

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 20, 2025

Joseph DeGiulio
City of Boynton Beach
2100 High Ridge Road
Boynton Beach , Florida 33426

RE: FY2026 Highway Traffic Safety Concept Paper Selection - CPG-2026-BoyntonBea-00386

Dear Joseph DeGiulio:

The Florida Department of Transportation (FDOT) State Safety Office is pleased to inform you that the following concept paper has been selected to receive subgrant funding in FY2026 for your traffic safety initiative.

PLEASE NOTE: THIS IS NOT A NOTICE TO PROCEED WITH ANY ACTIVITIES OR PURCHASES ASSOCIATED WITH THE SELECTED CONCEPT PAPER. A separate subgrant agreement must be signed and executed by both your agency and the FDOT State Safety Office before any activity or purchases are authorized for reimbursement. Step-by-step instructions for subgrant development are provided later in this letter.

Funding amounts allocated in FY2026 are based upon funding levels awarded to the State of Florida for the federal fiscal year by the National Highway Traffic Safety Administration (NHTSA) and may not be the same as the amount requested in your concept paper and does not mean that everything listed in the concept paper, including any equipment requests, were approved and/or funded.

For FY2026 your agency applied for funding with the following Concept Paper Information:

Concept Paper Number
CPG-2026-BoyntonBea-00386

Implementing Agency
Boynton Beach Police Department

Project Title:
Boynton Beach Impaired Driving Initiative

Amount Requested
$50,000

After a comprehensive review, CPG-2026-BoyntonBea-00386 was funded for FY2026 with the following project number, title, and funding levels below:

FY2026 Project Number
M5HVE-2026-00386

Implementing Agency
Boynton Beach Police Department

Project Title:
Boynton Beach Impaired Driving Initiative

Amount to be Awarded
$40,000

Subgrant agreement forms are now accessible in the FDOT Traffic Safety Subgrant Management System and include guidance and program manager notes regarding anything that was unallowable or restricted.

The following video link provides step-by-step instructions for accessing the forms and completing subgrant development and execution within the Subgrant Management System: "Congratulations, your concept has been selected! Here are the next steps required for subgrant development!"

We look forward to working with you on this project. If you have any questions after reviewing the provided video instructions, please feel free to reach out the FDOT State Safety Office at 850-414-4017 and ask to speak with a Subgrant Program Manager. Additional information can also be found on our website at: https://www.fdot.gov/Safety/grants/grants-home.shtm.

Sincerely,

Chris Craig

Chris Craig, CPM, FCCM
Traffic Safety Administrator
Florida Department of Transportation

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Resolution No. R25-285- Approving the Facility Use Agreement between the City of Boynton Beach and the ALS Association, Inc. for the 2025 Walk to Defeat ALS Boynton on November 15, 2025, at Centennial Park and Amphitheater.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-285.

Explanation of Request: The ALS Association is renting the Centennial Park and Amphitheater for the 2025 Walk to Defeat ALS Boynton Beach on Saturday, November 15th from 8:00 A.M. to 2:00 P.M. The event will take place from 8:00 A.M. to 12:00 P.M., and will include a one mile walk around the Town Square property. An estimated 200 attendees will be present. The City is partnering with The ALS Association to provide staff assistance for the event, including access to City Hall restrooms and Fire Rescue assistance for the walk portion of the event. Additionally, event staff will be on site to assist during the event.

City of Boynton Beach, Boynton Beach Police Department, and Boynton Beach Fire Rescue Department logos will be used in the marketing documents provided by The ALS Association as outlined in the attached agreement.

How will this affect city programs or services? There will be an influx of patrons in the Amphitheater space and library space during the duration of the rental, as well as road closures on E. Ocean Ave. and SE 1st Ave.

Account Line Item and Description: NA

Fiscal Impact: There is minimal fiscal impact as rental fees will be paid by the non-profit for the space.

Attachments:
R25-285 Agenda_Item_3873-2025_-_Resolution_to_Approve_Facility_Use_Agreement (1).docx
Centennial_Park_-__Facility_Use_Agreement_ALS_WALK.pdf

RESOLUTION NO. R25-285

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A FACILITY USE AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE ALS ASSOCIATION, INC. FOR THE 2025 WALK TO DEFEAT ALS BOYNTON ON NOVEMBER 15, 2025, AT CENTENNIAL PARK AND AMPHITHEATER; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City desires to provide entities with an opportunity to rent and use Centennial Park and Amphitheater ("the Facility") for events; and

WHEREAS, the ALS Association, Inc. has requested to rent the Facility for the 2025 Walk to Defeat ALS Boynton Beach on Saturday, November 2025, from 8:00 AM to 2:00 PM; and

WHEREAS, the event will include a one-mile walk around the Town Square property with an estimated 200 attendees; and

WHEREAS, the City will partner with the ALS Association, Inc. to provide staff assistance for the event, including access to City Hall restrooms and Fire Rescue assistance for the walk; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve a Facility Use Agreement with The ALS Association, Inc. for Centennial Park and Amphitheater.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Facility Use Agreement with The ALS Association, Inc. for Centennial Park and Amphitheater.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-285

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

FACILITY USE AGREEMENT
BETWEEN THE CITY OF BOYNTON BEACH AND ALS ASSOCIATION

This Facility Use Agreement ("Agreement") is made and entered into this 15 day of October, 2025 by the City of Boynton Beach and between ALS Association, a nonprofit, with a business address of 1300 Wilson Boulevard, Suite 600, Arlington, VA 22209 (hereinafter referred to as "Renter") and CITY OF BOYNTON BEACH, a Municipal corporation, organized and existing under the laws of the State of Florida, with a business address of 100 E. Ocean Avenue Boynton Beach, FL 33435 (hereinafter referred to as City). The City and Renter may be referred to herein collectively as "Parties" or individually as a "Party."

WITNESSETH

WHEREAS, the City owns and operates the Centennial Park & Amphitheater located at 120 East Ocean Avenue, Boynton, Florida (the "City Facility"); and

WHEREAS, Renter desires to utilize the Centennial Park & Amphitheater for ALS Walk around Town Square ("the Event"); and

WHEREAS, the City agrees to make the City Facility available to Renter for use in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable considerations, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this agreement.

2. **Facility Usage Dates and Times.** The City agrees to provide space at the City Facility to Renter on an as-available basis for the Event at the dates and time outlined in **Exhibit A**. Notwithstanding the foregoing; the City reserves the right to change the location of the Event, as may be necessary to accommodate any City-sponsored events or activities. Renter shall adhere to the City's Holiday Calendar, which involves the closure of City Facilities, and shall not schedule any programming during these dates.

3. **Right to Cancel Reservation.** The City shall make its best efforts to secure the City Facility for use by Renter at the date and times described in **Exhibit A**; however, the City reserves the right to cancel any reservation fourteen (14) days before the scheduled use or upon an emergency where City locations must be closed or otherwise unavailable.

4. **Renter Obligations:**
   - Renter shall use the City Facility only for the purposes described in **Exhibit B**.
   - Renter shall not discriminate against any person or participant on the basis of race, color, sex, religion, origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement when using the City Facility.
   - Renter shall provide equipment and supplies needed to operate the Event at the City Facility.
   - Renter shall provide adequate qualified personnel to staff the Event.
   - Renter is responsible for all Event setup, decoration, coordinating with vendors, and removal of all equipment following completion of the Event.
   - Renter must provide a detailed site map and complete Vendor list at least thirty (30) days prior to then Event.
   - Renter shall obtain any and all facility use or special events permits required for the Event and pay all associated fees.
   - Renter is responsible for replacing City equipment and property damaged by the Event or any event participants, and will be responsible for the cost to repair or replace of each item.
   - Renter shall comply with all applicable State, County, and/or City Emergency Executive Orders and Policies for the duration of the Agreement, including implementing the Centers for Disease Control and Prevention Guidelines. Renter shall provide the City with a copy of its safety plan and COVID-19 Policy upon request.

5. **City Rights and Obligations:**
   - City agrees to make the City Facility available to Renter at the dates and times described in **Exhibit A**.
   - The City has the authority to make changes to the use of approved space.
   - The City will determine the specific space to be utilized at the City Facility.
   - The City shall not relinquish the right to control the management of the City Facility during the term of the Agreement and will enforce all necessary rules, policies, and procedures established by the City of Boynton Beach.
   - City staff may, at their discretion observe and monitor the actions of Renter during the Event.
   - The City has the authority to evacuate the City Facility during Event when deemed necessary for the safety of the public, patrons, and guests.
   - The City reserves the right, through its representatives, agents, and police, to eject any objectionable person/persons from the City Facility, and upon the exercise of this authority, and Renter hereby waives any rights and all claims for damages against the City.

6. **Agreement Term.** This Agreement shall commence on the Effective Date and automatically terminate thirty (30) days after the conclusion of the Event.

7. **Rental Fee.** As compensation for use of the City Facility**,** Renter shall pay the City the total amount of Six Thousand Two Hundred Twenty-Two Dollars ($6,222.00).

a. Application Fee: $50.00 PAID
b. Amphitheatre Rental Fee: $1,500.00 PAID
c. Event Staffing ($35/hour): $245.00 PAID
    i. Hours: 7
d. Boynton Beach Fire Rescue Fee: $1,200.00 PAID
e. Boynton Beach Police Fee: $3,227.00 PAID

8. **Payment Schedule.** A nonrefundable booking deposit of fifty dollars ($50.00) shall be paid at the time the City Facility rental date is confirmed. Prior to the Tuesday before the Event, Renter shall make a final payment of One Thousand Seven Hundred Forty-Five Dollars ($1,745.00). The Fire Rescue Fee and Police Fee shall be invoiced and paid separately by the Departments.

9. **Safety.** Renter shall adhere to all health and safety wellness guidelines established by the City or any state, federal, or local agency during the Event.

10. **Independent Contractor.** Renter is an independent contractor of the City, and nothing in this Agreement shall constitute or create a partnership, joint venue, or any other relationship between the Parties. In utilizing the City Facility, neither Renter nor its agents shall act as officers, employees, or agents of the City. Renter shall not have the right to bind the City to any obligation not expressly undertaken by City under this Agreement.

11. **Agreement Termination.**

11.1 Termination for Convenience. Either Party may terminate this Agreement for convenience by providing the non-terminating Party with a thirty (30) calendar days written notice of termination.

11.2 Termination by Cause

- Renter discourteous actions/behavior towards patrons, participants, parents or staff.
- Renter's failure to cooperate with Recreation and Parks Department or Events Department staff.
- Actions that bring negative publicity to the City of Boynton Beach.
- Illegal activities of Renter.
- Failure to comply with the public records requirements set forth in section 119.0701, Florida statues.
- Consumption or possession of tobacco or illegal substances on City Facility property.
- Assignment of this Agreement without prior written consent of the City.
- Failure to provide the City with a copy of insurance that covers Renter's Event.

12. **Indemnification.** Renter shall indemnify and hold harmless the City, its elected and appointed officers, agents, employees, consultants, separate contractors, subcontractors, any of their subcontractors, from and against claims, demands, or cause of action

whatsoever, and the resulting losses, damages, cost, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgements, or decrees, sustained by the City arising out of or resulting from (A) Renter's performance or breach of this Agreement, (B) acts or omission, negligence, recklessness, or intentional wrongful conduct by Renter, its agents, employees, subcontractors, participants, and volunteers, and (C) Renter's failure to take out and maintain the insurance required by this Agreement. Renter shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the city, where applicable, including appellate proceedings, and shall pay all cost, judgements, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of expiration or termination of this Agreement.

13. **Sovereign Immunity.** Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City, nor shall anything included herein be constructed as consent by City to be sued by third parties in any matter arising out of this Agreement.

14. **Insurance.** Renter shall provide proof of Insurance in accordance with the requirements of **Exhibit C** attached hereto, listing the City of Boynton Beach as an Additional Insured and the Certificate Holder. No access to the City Facility for load-in, setup, or any Event-related activities shall be granted until the required Certificate of Insurance has been received and approved by the City.

15. **Alcohol.** Unless specifically permitted, no alcoholic beverages of any kind are permitted at the City Facility. If alcohol is permitted, Renter must:
    - Obtain all required licenses and permits from the State of Florida Division of Alcoholic Beverages and Tobacco;
    - Provide proof of liquor license at least fourteen (14) days prior to Event;
    - Provide licensed and insured bartenders/servers;
    - Implement responsible alcohol service procedures;
    - Ensure alcohol service ends at least thirty (30) minutes prior to Event conclusion
    - Provide security to monitor alcohol consumption and prevent service to minors
    - Additional Insurance. Events serving alcohol require additional liability insurance as specified in Section 14.
    - Compliance. Failure to comply with alcohol service requirements may result in immediate Event termination and forfeiture of all fees and deposits.

16. **Governing Law and Venue.** This Agreement shall be governed by and constructed in accordance with the laws of the State off Florida as now and hereafter in force. The exclusive venue for any lawsuits arising from relate to, or in connection with this Agreement shall be in the state courts if the Fifteenth Judicial Circuit in and for Palm Beach County, Florda. If any clam arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY EXPRESSLY WAIVES AND

RIGHT IT MAY HAVE TO A TRAIL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

17. **Force Majeure.** If the performance of this Agreement, or any obligation hereunder, is preventable by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Forced Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent if such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause or non-performance and shall continue to take reasonable steps to prevent and remove such cause , and shall promptly notify the other Party in writing and resume performance hereunder whenever such cases are removed; provide, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or preclude the exercise of any right either Party may otherwise have to terminate this Agreement.

18. **Regulatory Capacity.** Notwithstanding the fact that City is a municipal corporation with certain regulatory authority, City's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If the City exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to the City's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to the City as a Party to this Agreement.

19. **Binding Authority.** Each person signing this Agreement on behalf of either Party individually warrants that they have the full legal power to execute the Agreement on behalf of the Party for whom they are signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

20. **Attorney's Fees.** If either Party sues to enforce this Agreement, each Party shall bear its own attorney's fees and court cost.

21. **Counterparts and Execution.** This Agreement may be executed by electronic signature or by hand, in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same Agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

22. **Compliance with Laws.** Renter hereby warrants and agrees that at all times materials to the Agreement, Renter shall perform its obligations in compliance with all applicable federal, state, and local laws, rules and regulations, including the American with Disabilities Act, 42 U.S.C. & 12101, Section 504 of the Rehabilitation Act 1973, and

Section 501.171, Florida Statues. Non-compliance may constitute a material breach of the Agreement.

23. Severability. If any provision of this Agreement or its application to any person or situation shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall be affected thereby and shall continue in full force and effect and be enforces to the fullest extent permitted by law.

24. Public Records. The City is a public agency subject to Chapter 119, Forida Statues. If applicable, The Volen Center shall comply with the requirements of Chapter 119, Florida Statues, with respect to any documents, papers, and records made or received by Renter in connection with this Agreement. If Renter has questions regarding the application of Chapter 119, Florida Statues, to Renter's duty to provide public records relating to this Agreement, contact the custodial of public records, City Clerk Office, 100 East Ocean, Boynton Beach, Florida 33435, (561) 742-6060, CityClerk@bbfl.us.

25. Notice. Whenever any Party desires to give notice unto any other Party, it must be provided by written notice, sent by certified mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at he places last specified, and the places for giving notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving notice:

City:	Daniel Dugger, City Manager City of Boynton Beach 100 East Ocean Ave, Boynton Beach, Florida 33435 Telephone No. (561) 742-6000
Copy To:	Shawna Lamb, City Attorney City of Boynton Beach 100 East Ocean Ave, Boynton Beach, Florida 33435 Telephone No. (561) 742-6051
Renter:	Sayidat Balogun Manager, Development Florida Phone Number: (305) 697-3931

26. **Third-Party Beneficiaries.** Neither Renter nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right to claim against either of them based upon the Agreement.

27. **Entities of Foreign Concern.** This section shall apply if Renter or any subcontractor will have access to an individual's personal identifying information under this Agreement. Accordingly, Renter represents and certifies (i) Renter is not owned by the government of a foreign country of concern; (ii) the government of a foreign county of concern does not have controlling interest in Renter; and (iii) Renter is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the Effective Date or the date that Renter or its subcontractors will have access to personal identifying information under this Agreement. Renter and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(ss) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Terms used in this section that are not otherwise defined in this Agreement shall have the meaning ascribed to such terms in Section 287.138, Florida Statutes.

28. **Anti-Human Trafficking.** On or before the Effective Date of the Agreement, Renter shall provide City with an affidavit attesting that the Renter does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statues.

29. **Verification of Employment Eligibility.** Renter represents that Renter, and each subcontractor has registered with and uses the E-Verify system maintained by the United State Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 44.095, Florida Statues, and that entry into this Agreement will not violate that statue. If Renter violates this section, City may immediately terminate this Agreement for cause, and Renter shall be liable for all cost incurred by City due to the termination.

30. **Discriminatory Vendor and Scrutinized Companies Lists**, Countries of Concern. Renter represents that it has not been placed on the discriminatory vendor list" as provided in Section 287.134, Florida Statues, and that it is not a "scrutinized company" pursuant to Section 215.473 or 215.4725, Florida Statues. Renter represents and certifies that it is not, and for the duration of the term, will not be ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statues.

31. **Prior Agreements.** This Agreement represents the final and complete understanding of Parties regarding the subject matter of the Agreement and supersedes all prior and contemporaneous negotiations and discussion regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of the Agreement are contained herein.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above:

CITY OF BOYNTON BEACH, FLORIDA

_____
Rebecca Shelton, Mayor

Approved as to Form:

_____
City Attorney's Office

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

ALS ASSOCIATION [RENTER]

Allison Lardner
(Signature)

Allison Lardner
Print Name of Authorized Official

SVP, Field Development
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

EXHIBIT A

FACILITY USE DATES, TIMES AND AUTHORIZED SPACE

Event Date(s): November 15, 2025

Event Times:

- Setup: 6am
- Event: 8am-2pm
- Breakdown: 2pm

Authorized Areas:

- ☒ Main Amphitheater Stage
- ☒ Amphitheater Seating Area
- ☒ Park Grounds (specify area): Centennial
- ☒ Parking Areas
- ☐ Concession Areas (if applicable)

Sound/Amplification:

- Amplified sound permitted until: 2pm
- Sound level restrictions: Must comply with City noise ordinances
- Sound check permitted: N/A

Utilities Provided:

- ☒ Electrical access
- ☐ Water access
- ☒ Restroom facilities
- ☐ Other: _____

Special Requirements:

Road closures: E. Ocean Ave to N Seacrest Blvd, N Seacrest Blvd to NE 1st Ave, NE 1st Ave to NE 1st St, SE 1st Ave to S Seacrest Blvd.

EXHIBIT B

EVENT DESCRIPTION

Event Type: ALS Walk

Expected Attendance: 200

Event Description:

The ALS Association is renting the Centennial Park and Amphitheater for the 2025 Walk to Defeat ALS Boynton Beach on Saturday, November 15th from 8:00 A.M. to 2:00 P.M. The event will take place from 8:00 A.M. to 2:00 P.M., and will include a one mile walk around the Town Square property. An estimated 200 attendees will be present. The City is partnering with The ALS Association to provide staff assistance for the event, including access to City Hall restrooms and Fire Rescue assistance for the walk portion of the event. Additionally, event staff will be on site to assist during the event.

City of Boynton Beach, Boynton Beach Police Department, and Boynton Beach Fire Rescue Department logos will be used in the marketing documents provided by The ALS Association as outlined in the attached agreement.

Admission:

- ☒ Free event
- ☐ Ticketed event
- ☐ Donation-based

Vendors/Concessions:

- ☐ None
- ☐ Organization-operated
- ☒ Third-party vendors

Special Features:

- ☐ Alcohol service (requires additional permits and insurance)
- ☐ Fireworks or pyrotechnics (requires special permits)
- ☐ Temporary structures (requires permits)
- ☐ Other: _____

EXHIBIT C

INSURANCE REQUIREMENTS

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Resolution No. R25-286- Amend various FY 2025-26 Capital Project accounts. Adjusting budgeted appropriations and revenue sources and providing spending authority for the Utility Capital Improvement Funds (403 & 404).

Requested Action: Staff recommends approval of Proposed Resolution No. R25-286.

Explanation of Request: The FY 2025-26 Budget was adopted on September 18, 2025. During the new fiscal year that started on October 1, 2025, available capital improvement budget from the prior fiscal year 2024-25 was identified during the month of October. This type of budget amendment is part of the annual budget process. The budget adjustment will increase the Fund's total appropriation, which requires City Commission approval. The City's capital projects may span multiple years and continue into the following year. Under best budgeting practices and governmental accounting standards, these funds should be re-appropriated to provide the continued spending authority for these projects. Accordingly, during FY 2025-26 budget modifications will be made to various Funds, see Exhibit A, and staff is requesting Commission approval. The Water & Sewer Utility Capital Funds will be amended for Fund 403 from $34,866,319 to $45,883,352 and Fund 404 from $2,000,000 to $3,340,400, due to prior year available project budget.

How will this affect city programs or services? Allow for the continuance of good and appropriate budgeting practices.

Budgeted Item: Yes

Account Line Item and Description: Various accounts have been adjusted, see Exhibit A.

Fiscal Impact: See Exhibit A for a summary of the fiscal impact

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Attachments:
R25-286 Agenda_Item_3875-2025_Resolution_for_Budget_Adjustment.docx
EXHIBIT A - FY25-26 Budget Rollover Amendment for PY24-25 Available Capital Budget.pdf
R25-245 Budget.pdf

RESOLUTION NO. R25-286

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING VARIOUS FISCAL YEAR 2025-2026 CAPITAL PROJECT ACCOUNTS, ADJUSTING BUDGETED APPROPRIATIONS AND REVENUE SOURCES, AND PROVIDING SPENDING AUTHORITY FOR THE UTILITY CAPITAL IMPROVEMENT FUNDS (403 & 404); AND FOR ALL OTHER PURPOSES.

WHEREAS, the Fiscal Year 2025-2026 Budget was adopted on September 18, 2025. During the new fiscal year that started on October 1, 2025, the available capital improvement budget from the prior fiscal year 2024-2025 was identified during October. This type of budget amendment is part of the annual budget process. The budget adjustment will increase the Fund's total appropriation, which requires City Commission approval; and

WHEREAS, the City's capital projects may span multiple years and continue into the following year. Under best budgeting practices and governmental accounting standards, these funds should be re-appropriated to provide the continued spending authority for these projects. Accordingly, during FY 2025-2026, budget modifications will be made to various Funds; and

WHEREAS, the Water & Sewer Utility Capital Funds will be amended for Fund 403 from $34,866,319 to $45,883,352 and Fund 404 from $2,000,000 to $3,340,400 due to the prior year's available project budget; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to amend various Fiscal Year 2025-2026 Capital Project accounts, adjusting budgeted appropriations and revenue sources, and providing spending authority for the Utility Capital Improvement Funds (403 & 404).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby amend various Fiscal Year 2025-2026 Capital Project accounts, adjusting budgeted appropriations

and revenue sources, and providing spending authority for the Utility Capital Improvement Funds (403 & 404), as further described in **Exhibit A**, attached hereto.

SECTION 3. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-286

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CITY OF BOYNTON BEACH
CAPITAL APPROPRIATION AMENDMENTS
BUDGET YEAR 2025-26, Commission Meeting 11/04/25

Exhibit A

		2025/26 ADOPTED BUDGET	Amendment Revenue	Amendment Budget	2025/26 AMENDED BUDGET	AMENDMENT related to PROJECT NUMBER	Project Name / Comments/ Vendor
UTILITY FUND CAPITAL IMPROVEMENT FUND							
403-0000-334.31-02	WATER SUPPLY	$ 1,158,034	$ 1,339,644		$ 2,497,678		
403-0000-389.92-00	NET ASSETS APPROPR	$ 1,208,285	$ 9,677,390		$ 10,885,675		
	Adopted Fund Total Revenues	**$ 34,866,319**	**$ 11,017,033**		**$ 45,883,352**		
403-5000-533.65-02	R&R - WATER	$ 14,450,000		$ 127,315	$ 14,577,315	UC2102	Coquina Cove Water Improvements
403-5000-533.65-02	R&R - WATER			1,179,033	15,756,348	WT1802	Water Dist. System Annual R&R (0.43% of system annually)
403-5000-533.65-02	R&R - WATER			107,576	15,863,923	WT2315	Water Meter Replacements
403-5000-533.65-02	R&R - WATER			87,198	15,951,121	WT2104	West Wellfield Electrical (Wells 4, 5, 7, & 8 Restoration)
403-5000-533.65-02	R&R - WATER			175,000	16,126,121	WT2325	EWTP & Harmening Park Parking Lot Improvements
403-5000-533.65-02	R&R - WATER			250,000	16,376,121	WT2503	East Plant Fiber Refurbishment
403-5000-533.65-02	R&R - WATER			421,300	16,797,421	WT2102	West WTP R&R
403-5000-533.65-02	R&R - WATER			500,000	17,297,421	WT2103	East WTP R&R
403-5000-533.65-02	R&R - WATER			337,504	17,634,925	WT2303	Admin Bldg. Remodel
403-5000-533.65-02	R&R - WATER			167,455	17,802,381	WT2304	Water Plant Security-West
403-5000-533.65-02	R&R - WATER			105,000	17,907,381	WT2305	Water Plant Security-East
403-5000-533.65-02	R&R - WATER			45,029	17,952,409	WT2316	EWTP HSP 5 & 6 Improvements
403-5000-533.65-02	R&R - WATER			36,957	17,989,366	WT2505	UT Op Bldg-Elev
403-5000-533.65-02	R&R - WATER			36,957	18,026,323	WT2506	WWTP-Elevator R
403-5000-533.65-02	R&R - WATER			155,001	18,181,324	WT2507	#334 WWTP AC Repl.
403-5000-533.65-02	R&R - WATER			275,239	18,456,563	WT2508	#334 Adm Bldg AC Repl.
403-5000-533.65-02	R&R - WATER			148,989	18,605,552	WT1605	New Lab Building (Water Quality Facility/AC Upgrade) - Funding Source 1
403-5000-533.46-91	SOFTWARE MAINTENANCE	-		100,000	100,000	WT2509	Data Migrat. & Sprypoint
403-5000-535.65-04	R&R - SEWER	$ 15,400,000		$ 222,904	$ 15,622,904	UC2102	Coquina Cove Wastewater Improvements
403-5000-535.65-04	R&R - SEWER			52,578	15,675,482	SW1602	Replace Sewer Trmt Plant Beach Plant Replacement
403-5000-535.65-04	R&R - SEWER			708,008	16,383,489	SW1801	Sewer System Pipes & Manholes R&R (Gravity)
403-5000-535.65-04	R&R - SEWER			897,612	17,281,101	SW2202	Lift Station 317 Major Upgrade - Construction
403-5000-535.65-04	R&R - SEWER			80,266	17,361,367	SW2503	LS309 Pump #1 Replacement
403-5000-535.65-04	R&R - SEWER			190,000	17,551,367	SW2505	Pump St. #409 #504 #805
403-5000-536.65-11	WASTEWATER REUSE	$ 150,000		50,000	200,000	RE2201	Reclaimed R&R
403-5000-536.31.90	PROFESSIONAL SERVICES	450,000		900,000	1,350,000	US2308	Asset Management Services
403-5000-538.65-09	R&R - STORMWATER	$ 3,000,000		150,000	3,150,000	UC1802	Dimick & Potter Utility Stormwater Improvements
403-5000-538.65-09	R&R - STORMWATER			237,066	3,387,066	UC2102	Coquina Cove Stormwater Improvements
403-5000-538.65-09	R&R - STORMWATER			2,821,965	6,209,031	UC2103	SE 1st. - Central Seacrest Corridor (Phase 3) - Stormwater
403-5000-538.65-09	R&R - STORMWATER			36,084	6,245,115	SW2506	Tide Valve Install
403-5000-538.65-09	R&R - STORMWATER			200,000	6,445,115	ST2301	Quantum PK-StormW CIPP PR
403-5000-538.65-09	R&R - STORMWATER			15,000	6,460,115	ST2404	430 Hoadley Rd
403-5000-538.65-09	R&R - STORMWATER			200,000	6,660,115	ST2501	CIPP Campanelli Blvd/Ga
	Adopted Fund Total Expenditures	**$ 34,866,319**		**$ 11,017,033**	**$ 45,883,352**		
UTILITY FUND 404 - CAPITAL EXPANSION							
404-0000-369.39-01	ILA - TOWN OF GULFSTREAM	$ -	$ 1,340,400		$ 1,340,400		
	Adopted Fund Total Revenues	**$ 2,000,000**	**$ 1,340,400**		**$ 3,340,400**		
404-5000-533.65-02	R&R - WATER	$ 2,000,000		$ 1,340,400	$ 3,340,400	WT2414	SE 36th Ave. Improvements - Water - Gulfstream
	Adopted Fund Total Expenditures	**$ 2,000,000**		**$ 1,340,400**	**$ 3,340,400**		

RESOLUTION R25-245

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, a final budget has been prepared by the City Manager estimating expenditures, transfers, and revenues of the City of Boynton Beach for the ensuing year, with detailed information, including revenues to be derived from sources other than the ad valorem tax levy, and he has made recommendations as to the amount necessary to be appropriated for the ensuing year; and

WHEREAS, in accordance with section 200.065, Florida Statutes, the City Commission of the City of Boynton Beach has conducted a public hearing on the City's final budget and the millage rate for the 2025-2026 fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The final budget of the City of Boynton Beach, Florida, for the fiscal year beginning October 1, 2025, and ending September 30, 2026, a copy of which is attached hereto as Exhibit A, is hereby adopted, and the appropriations set out therein are hereby made to maintain and carry on the government of the City of Boynton Beach, Florida.

Section 3. There is hereby appropriated the sum of $136,605,950 to the **General Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays for the City Government pursuant to the terms of the above budget.

Section 4. That there is hereby appropriated the sum of $9,916,806 to the **Traffic Safety Special Revenue Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 5. That there is hereby appropriated the sum of $1,150,470 to the **Local Option Gas Tax Special Revenue Fund** for the payment of operating expenditures, transfers

to other funds, and necessary capital outlays.

Section 6. That there is hereby appropriated the sum of $286,489 to the **Community Improvements Special Revenue Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 7. That there is hereby appropriated the sum of $372,041 to the **Green Building Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays

Section 8. That there is hereby appropriated the sum of $5,476,655 to the **Building Special Revenue Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 9. That there is hereby appropriated the sum of $377,698 to the **Public Arts Special Revenue Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 10. That there is hereby appropriated the sum of $424,316 to the **Recreation Program Special Revenue Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 11. That there is hereby appropriated the sum of $12,035,385 to the **Public Service Tax Debt Service Fund** for the purpose of payment of operating expenditures, transfers to other funds, and the principal and interest due on the public service tax bonds of the City not subject to statutory exemptions and for redeeming such bonds as they mature.

Section 12. That there is hereby appropriated the sum of $32,435,599 to the **General Capital Improvement Capital Projects Fund** for the payment of transfers to other funds and capital outlays pursuant to the terms of the above budget.

Section 13. That there is hereby appropriated the sum of $6,699,056 to the **Local Government Surtax Capital Projects Fund** for the payment of transfers to other funds and capital outlays pursuant to the terms of the above budget.

Section 14. That there is hereby appropriated the sum of $700,523 to the **Parks & Recreation Facilities Trust Fund** for the payment of transfers to other funds and capital outlays pursuant to the terms of the above budget.

Section 15. That there is hereby appropriated the sum of $74,214,216 to the **Water**

and Sewer Utility Enterprise Fund for operating expenditures, debt service, transfers to other funds, and necessary capital outlay.

Section 16. That there is hereby appropriated the sum of $36,866,319 to the **Water and Sewer Utility Capital Improvement Enterprise Fund** for the payment of capital outlays pursuant to the terms of the above budget.

Section 17. That there is hereby appropriated the sum of $4,167,547 to the **Golf Course Enterprise Fund** for operating expenditures, transfer to other funds, and necessary capital outlays.

Section 18. That there is hereby appropriated the sum of $6,800,082 to the **Golf Course CIP Fund** for the payment of capital outlays pursuant to the terms of the above budget.

Section 19. That there is hereby appropriated the sum of $17,267,410 to the **Solid Waste Enterprise Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 20. That there is hereby appropriated the sum of $10,360,535 to the **Fleet Maintenance Internal Service Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 21. That there is hereby appropriated the sum of $654,590 to the **Materials & Distribution Internal Service Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 22. That there is hereby appropriated the sum of $7,296,326 to the **Self-Insurance Internal Service Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 23. That there is hereby appropriated the sum of $1,751,015 to the **Benefits Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 24. That there is hereby appropriated the sum of $978,336 the **Cemetery Special Revenue Fund** for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 25. That there is hereby appropriated the sum of $81 the **Police Impact**

Trust Fund for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 26. That there is hereby appropriated the sum of $3,495,000 the **Mobility Fund** for the payment of operating expenditures, transfers to other funds, and

Section 27. That there is hereby appropriated the sum of $60,000 the **Utility Underground Fund** for the payment of operating expenditures, transfers to other funds, and

Section 28. All delinquent taxes collected during the ensuing fiscal year as proceeds from levies of operation millage of prior years are hereby specifically appropriated for the use of the General Fund.

Section 29. For all funds, appropriations for the 2024-2025 fiscal year, which are encumbered but unexpended as of the last day of the fiscal year, shall be re-appropriated for the same purpose for the 2025-2026 fiscal year.

Section 30. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 31. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 32. This Resolution shall become effective immediately upon passage, but the budget adopted hereby shall take effect as of October 1, 2025.

PASSED AND ADOPTED this 18th day of September 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	✓	
Vice Mayor – Woodrow L. Hay	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Aimee Kelley	✓	
Commissioner – Thomas Turkin	✓	
VOTE	5-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Rebecca Shelton
Mayor

APPROVED AS TO FORM:

Shawna Lamb
City Attorney

CITY OF BOYNTON BEACH, FLORIDA
2025 - 2026 PROPOSED BUDGET

ALL FUNDS APPROPRIATION SUMMARY

	2024-25 AMENDED BUDGET	2025-26 TENTATIVE BUDGET	% of All Funds	FY25-26 Proposed vs FY24-25 Amd $$$	Variance of Inc. (Dec.) as a %
GENERAL FUND					
TOTAL GENERAL FUND	$132,800,120	$136,605,950	36.9%	$3,805,830	2.9%
ENTERPRISE FUNDS					
WATER & SEWER FUND	62,701,624	74,214,216	20.0%	11,512,592	18.4%
SOLID WASTE	16,540,029	17,267,410	4.7%	727,381	4.4%
GOLF COURSE	3,813,150	4,167,547	1.1%	354,397	9.3%
TOTAL ENTERPRISE FUNDS	83,054,803	95,649,173			
INTERNAL SERVICE FUNDS					
FLEET MAINTENANCE	26,783,338	10,360,535	2.8%	(16,422,803)	-61.3%
MATERIALS & DISTRIBUTION (Warehouse)	572,062	654,590	0.2%	82,528	14.4%
RISK MANAGEMENT	6,905,031	7,296,326	2.0%	391,295	5.7%
BENEFITS FUND	1,969,003	1,751,015	0.5%	(217,988)	-11.1%
TOTAL INTERNAL SERVICE FUNDS	36,229,434	20,062,466			
SPECIAL REVENUE FUNDS					
TRAFFIC SAFETY	9,711,402	9,916,806	2.7%	205,404	2.1%
LOCAL OPTION GAS TAX	1,150,646	1,150,470	0.3%	(176)	0.0%
BUILDING FUND	4,685,328	5,476,655	1.5%	791,327	16.9%
GREEN BUILDING FUND	100,035	372,041	0.1%	272,006	271.9%
POLICE IMPACT TRUST FUND	200,000	81	0.0%	(199,919)	-100.0%
MOBILITY FUND	-	3,495,000	0.9%	3,495,000	0.0%
UTILITY UNDERGROUNDING FUND	-	60,000	0.0%	60,000	0.0%
PUBLIC ARTS	519,606	377,698	0.1%	(141,908)	-27.3%
COMMUNITY IMPROVEMENTS	270,361	286,489	0.1%	16,128	6.0%
RECREATION PROGRAM REVENUE	411,377	424,316	0.1%	12,939	3.1%
CEMETERY	563,385	978,336	0.3%	414,951	73.7%
TOTAL SPECIAL REVENUE FUNDS	17,612,140	22,537,892			
CAPITAL IMPROVEMENT PROJECTS					
PARKS & RECREATION TRUST	1,280,087	700,523	0.2%	(579,564)	-45.3%
GOLF FUND CIP	380,108	6,800,082	1.8%	6,419,974	1689.0%
GENERAL GOVERNMENT CIP	24,094,782	32,435,599	8.8%	8,340,817	34.6%
GENERAL GOVERNMENT - SURTAX	9,283,514	6,699,056	1.8%	(2,584,458)	-27.8%
UTILITY	71,625,607	36,866,319	10.0%	(34,759,288)	-48.5%
TOTAL CAPITAL IMPROVEMENT PROJECTS	106,664,098	83,501,579			
DEBT SERVICE FUNDS					
TOTAL DEBT SERVICE FUNDS	12,036,834	12,035,385	3.2%	(1,449)	0.0%
TOTAL PROPOSED FOR ALL FUNDS	$ 388,397,429	$ 370,392,445	100.0%	($18,004,984)	-4.6%

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Resolution No. R25-291- Approve the updated legal description for a small, city-owned parcel of land located at the southeast corner of NE 1st Avenue and NE 4th Street, previously approved for disposition through Resolution R25-232 at the 9/2/2025 Commission Meeting.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-291.

Explanation of Request: The City Commission previously declared a City-owned sliver of land surplus and authorized its disposition for the Pierce project. While preparing and processing the quit claim deed, the surveyor provided the updated legal description of the property. The new legal description is as follows:

5' x 95’ piece of real property generally located at the southeast corner of NE 1st Avenue and NE 4th Street, Boynton Beach, FL.

THE NORTH 5 FEET OF LOTS 6 AND 7, BLOCK 6 (ORIGINAL, TOWN OF BOYNTON, A SUBDIVISION OF THE CITY OF BOYNTON BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, RECORDED IN PLAT BOOK 1, PAGE 23 LESS THE WEST 5’.

This resolution updates the legal description and ratifies the disposition.

How will this affect city programs or services?

There will be no impact to City programs or services.

Account Line Item and Description:

001-0000-369.30-00, OTHER MISC. REVENUE / REAL ESTATE SALES

Fiscal Impact:

There is no fiscal impact other than the acceptance of the LOI of $100.

Attachments:
R25-291 Agenda_Item_3945-2025_Resolution_for_city_parcel_legal_description_correction.docx
R25-232
5' Slivers - Affidavit AFDEV.pdf
Pierce Project Quit Claim Deed - CLEAN.pdf

RESOLUTION NO. R25-291

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE CORRECTION OF THE LEGAL DESCRIPTION AND MEASUREMENT OF A CITY-OWNED PARCEL LOCATED AT THE SOUTHEAST CORNER OF NE 1ST AVENUE AND NE 4TH STREET FOR THE CONVEYANCE OF PROPERTY FROM THE CITY TO BB QOZ, LLC; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City Commission found and determined that the City-owned parcel, measuring 5' x 45', located at the southeast corner of NE 1st Avenue and NE 4th Street, was not needed for City purposes and declared such property to be a surplus and available for disposition, and approved the conveyance of the City-owned parcel, from the City to BB QOZ LLC, approved by Resolution No. R25-232; and

WHEREAS, a survey of the parcel was conducted, and the surveyor provided an updated legal description of the parcel; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the correction of the legal description and measurement of a City-Owned Parcel located at the Southeast Corner of NE 1st Avenue and NE 4th Street for the conveyance of property from the City to BB QOZ, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The correct parcel information and legal description are as follows:

5' x 95’ piece of real property generally located at the southeast corner of NE 1st Avenue and NE 4th Street, Boynton Beach, FL.

THE NORTH 5 FEET OF LOTS 6 AND 7, BLOCK 6 (ORIGINAL, TOWN OF BOYNTON, A SUBDIVISION OF THE CITY OF BOYNTON BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, RECORDED IN PLAT BOOK 1, PAGE 23 LESS THE WEST 5’.

SECTION 3. The City Commission hereby approves the correction of the legal description and measurement of a City-Owned Parcel located at the Southeast Corner of NE 1st Avenue and NE 4th Street for the conveyance of property from the City to BB QOZ, LLC.

SECTION 4. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-291

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

RESOLUTION NO. R25-232

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE CONVEYANCE OF A CITY-OWNED PARCEL, MEASURING 5' X 45', LOCATED AT THE SOUTHEAST CORNER OF NE 1ST AVENUE AND NE 4TH STREET FROM THE CITY TO BB QOZ, LLC; AND FOR ALL OTHER PURPOSES.

WHEREAS, during the plat approval process for the Pierce Project, a small parcel of city-owned land was identified as necessary for the completion of the project's plat. This parcel, measuring 5' x 45', is located at the southeast corner of NE 1st Avenue and NE 4th Street. It was discovered that while the rest of the land was dedicated to the CRA, this specific sliver was dedicated to the City of Boynton Beach; and

WHEREAS, on August 7, 2025, the City received a Letter of Intent (LOI) from Affiliated Development, on behalf of BB QOZ, LLC, expressing interest in purchasing this land. The sale of this property is crucial for BB QOZ, LLC to complete the plat for the Pierce Project; and

WHEREAS, according to Chapter 2, Article IV, Section 2-56(c) of the City of Boynton Beach Code of Ordinances, the City Commission has the authority to sell city-owned property when it is determined to be in the best interest of the City; and

WHEREAS, the property is not needed for City purposes and the City declares such property to be a surplus and available for disposition; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the conveyance of a City-owned parcel, measuring 5' x 45', located at the southeast corner of NE 1st Avenue and NE 4th Street from the City to BB QOZ, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby find and determine that the City-owned parcel, measuring 5' x 45', located at the southeast corner

of NE 1st Avenue and NE 4th Street, is not needed for City purposes and hereby declares such property to be a surplus and available for disposition.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve the conveyance of a City-owned parcel, measuring 5' x 45', located at the southeast corner of NE 1st Avenue and NE 4th Street from the City to BB QOZ LLC.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the LOI, Purchase and Sale Agreement, deed, and any ancillary documents necessary to effectuate the conveyance of property, subject to approval by the City Attorney's Office.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-232

PASSED AND ADOPTED this 2nd day of September 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	Absent	
Vice Mayor – Woodrow L. Hay	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Thomas Turkin	✓	
Commissioner – Aimee Kelley	✓	
VOTE	4-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Woodrow Hay
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

Shawna Lamb
Shawna G. Lamb
City Attorney

Affidavit

[Part III, Ch. 692 F.S. - Conveyances to Foreign Entities - By Entity Buyer]

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared Jeffrey Burns, in his capacity as Authorized Signatory of BB QOZ, LLC, A Florida Limited Liability Company ("Affiant") who deposes and says under penalties of perjury that:

1. Affiant is the Authorized Signatory of BB QOZ, LLC, which is hereinafter referred to as "Buyer."
2. Buyer is purchasing or acquiring an interest in the following described real property:

   5' x 95' piece of real property generally located at the southeast corner of NE 1st Avenue and NE 4th Street, Boynton Beach, FL.

   THE NORTH 5 FEET OF LOTS 6 AND 7, BLOCK 6 (ORIGINAL, TOWN OF BOYNTON, A SUBDIVISION OF THE CITY OF BOYNTON BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, RECORDED IN PLAT BOOK 1, PAGE 23 LESS THE WEST 5'.
3. Affiant has been given the opportunity to consult with an attorney.
4. Buyer is (Initial which is applicable):

   ___ Not a Foreign Principal as defined in §692.201, F.S. and as such is in compliance with the requirements set out in §692.202-205, F.S.

   OR

   ____ A Foreign Principal as defined in sec §692.201, F.S. and is in compliance with the requirements set out in §692.202-205, F.S.
5. Affiant acknowledges the foregoing representations will be relied upon to establish compliance with the law.

_____

(Affiant)
Print Name: Jeffrey Burns
Official Capacity: Authorized Signatory
Name of Buyer: BB QOZ, LLC
Address: 613 NW 3rd Ave, Suite 104,
Fort Lauderdale, FL 33311

STATE OF Florida
COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [ ] online notarization this 23 day of October, 2025, by Jeffrey Burns who [X] is personally known or [] has produced _____ as identification.



Notary Public

[Notary Seal]

Printed Name: Michelle A Rice
My Commission Expires: 11·13·2025

PREPARED BY AND RETURN TO:

Stacey R. Weinger, Esq.
City Attorney's Office
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, Florida 33435

QUITCLAIM DEED

THIS QUITCLAIM DEED is made this __28___ day of ___October_____, 2025, by and between:

GRANTOR:

CITY OF BOYNTON BEACH, FLORIDA, a Florida municipal corporation
100 E. Ocean Avenue
Boynton Beach, Florida 33435

And

GRANTEE:

BB QOZ, LLC, a Florida limited liability company
613 NW 3rd Ave., Ste. 104
Fort Lauderdale, FL 33311

WITNESSETH:

WHEREAS, the Grantor is the owner of a certain 5' x 95' piece of real property generally located at the southeast corner of NE 1st Avenue and NE 4th Street, in Boynton Beach, in Palm Beach County, Florida, more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Grantee is developing a parcel of land, and during the plat approval process for the Pierce Project, the Property was identified as necessary for the completion of the project's plat; and

WHEREAS, the City Commission of the City of Boynton Beach declared the Property as surplus, and approved the conveyance of the Property pursuant to Resolution No. R25-232 adopted on September 2, 2025, a copy of which is attached hereto as **Exhibit B**; and

WHEREAS, the Grantor desires to convey to Grantee all of its right, title, and interest in and to the Property.

NOW, THEREFORE, in consideration of the sum of Hundred Dollars ($100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby remise, release, and quitclaim unto the Grantee, and Grantee's heirs, successors, and assigns forever, all right, title, and interest which the Grantor has in and to the Property.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit, and behalf of the Grantee forever. This conveyance is subject to:

1. Taxes for the year 2025 and subsequent years;
2. Zoning regulations, building restrictions, and other governmental regulations; and
3. Easements, restrictions, and reservations of record, if any.

IN WITNESS WHEREOF, the Grantor has caused this Quitclaim Deed to be executed on the day and year first above written.

SIGNED, SEALED, AND DELIVERED

in the presence of:

_____
Witness Signature

_____
Print Name

_____
Address

Witness Signature

_____
Print Name

_____
Address

_____
CITY OF BOYNTON BEACH, FLORIDA

By: _____
Rebecca Shelton, Mayor

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by Rebecca Shelton, as Mayor of the City of Boynton Beach, Florida, a Florida municipal corporation, on behalf of the corporation. They are personally known to me.

_____
Notary Public, State of Florida

_____
Print Name

My Commission Expires: _____
Commission No.: _____
[NOTARY SEAL]

EXHIBIT A
LEGAL DESCRIPTION

5' x 95’ piece of real property generally located at the southeast corner of NE 1st Avenue and NE 4th Street, Boynton Beach, FL.

THE NORTH 5 FEET OF LOTS 6 AND 7, BLOCK 6 (ORIGINAL, TOWN OF BOYNTON, A SUBDIVISION OF THE CITY OF BOYNTON BEACH, FLORIDA, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, RECORDED IN PLAT BOOK 1, PAGE 23 LESS THE WEST 5’.

EXHIBIT B
RESOLUTION NO. R25-232

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Commission Meeting Minutes.

Requested Action: Approve minutes from the October 7, 2025 City Commission Meeting.

Explanation of Request: The City Commission met on October 7, 2025, and minutes were prepared from the notes taken at the meeting. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved, and maintained in the records of the City of Boynton Beach.

How will this affect city programs or services? A record of the actions taken by the City Commission will be maintained as a permanent record.

Account Line Item and Description: N/A

Fiscal Impact: There is no fiscal impact to the budget from this item.

Attachments:
October 7, 2025 City Commission Meeting.docx

Minutes of the City Commission Meeting
Held Online Via the GoToWebinar Platform and
In-Person at the City Hall Commission Chambers
100 East Ocean Avenue, Boynton Beach, Florida
On Tuesday, October 7, 2025, at 6:00 P.M.

Present:

Mayor Rebecca Shelton
Vice Mayor Woodrow L. Hay
Commissioner Angela Cruz
Commissioner Aimee Kelley

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesús, City Clerk

1. Agenda Items

A. Call to Order

Mayor Shelton called the meeting to order at 6:32 P.M.

Roll Call

City Clerk Maylee De Jesús called the roll.

Invocation by Pastor Nate Santos, from Living Waters Church.

Pastor Santos was not present, so Vice Mayor Hay provided the Invocation.

Pledge of Allegiance to the Flag led by Mayor Rebecca Shelton

The Pledge of Allegiance was led by Mayor Shelton.

Agenda Approval:

1. Additions, Deletions, Corrections

City Manager Dugger requested to postpone Agenda Items 8A-8K.

Motion:

Commissioner Kelley moved to table Agenda Items 8A-8K to the January 6, 2026, meeting. Commissioner Cruz seconded the motion. The motion passed unanimously.

Vice Mayor Hay read a statement and noted that the City grieved any unjust loss of life and that every life had value. He stated that Charlie Kirk had the right to speak but that many of his statements were divisive, and choosing not to memorialize him protected residents.

Motion:

Vice Mayor Kelley moved to remove the discussion about memorializing Charlie Kirk from

the agenda. Commissioner Kelley seconded the motion.

Commissioner Kelley thanked Vice Mayor Hay and stated that his remarks reflected the community's feelings. She stated that while her heart hurt for the family, proceeding with a memorial would have caused division.

Mayor Shelton stated that she agreed and thanked everyone for coming together.

The motion passed unanimously.

Mayor Shelton stated that City Attorney Lamb requested to have her evaluation done prior to the City Manager. There was consensus.

Motion:

Commissioner Kelley moved to move Agenda Item 10B before Agenda Item 10A. Commissioner Cruz seconded the motion. The motion passed unanimously.

2. Adoption

Motion:

Commissioner Kelley moved to approve the agenda, as amended. Commissioner Cruz seconded the motion. The motion passed unanimously.

The City Commission recessed at approximately 6:50 PM.

The City Commission reconvened at approximately 6:54 PM.

2. Other

A. Informational items by the Members of the City Commission.

Commissioner Cruz thanked everyone involved with First Friday and gave special recognition to staff and first responders for their efforts.

Vice Mayor Hay shared that he attended the International Economic Development Conference (IEDC), where valuable information was presented. He spoke about the community meeting he attended and mentioned the next meeting date. He noted that the First Friday celebration was excellent. He highlighted the 117th anniversary of St. John Baptist Church and mentioned attending the Senior Prom, saying that the seniors still had impressive moves.

Commissioner Kelley commented that she attended First Friday and commended staff for an outstanding job. She added that it was inspiring to see Hispanic leaders represented in the community and mentioned the launch of the transportation community survey.

3. Announcements, Community and Special Events and Presentations

A. City Event Announcements

Justin Johnson, Marketing and Outreach Manager, announced that Fall Festival would take place on October 11.

Amanda Radigan, Planning and Development Director, introduced new staff member, Kevin Fisher.

Kevin Fisher, Planning and Zoning Division Director, spoke about the upcoming October 20 Comprehensive Plan Workshop.

Henry Hyde spoke about the Pirate Festival.

4. Public Audience

David Katz asked if there would be public input for the evaluations. He shared that he had once been influenced to view City Manager Dugger negatively, but has since seen him as an innovative and risk-taking leader for the City.

Cicayra [no last name provided] stated that there was a traffic light in front of Latin America on Boynton Beach Boulevard that caused daily frustration, noting that the lights on both sides did not turn red simultaneously.

Commissioner Kelley asked staff to obtain the contact information of the resident who spoke.

Susan Oyer asked about the status of her environmental study on Save Boynton's Forest. She expressed concern about the possible sale of the City's utilities, and mentioned the County meeting attended by City Manager Dugger, and stated that such a decision should be left to the residents.

Mack McCray spoke in support of City Manager Dugger.

Cindy Falco Di Corrado also voiced support for City Manager Dugger. She stated that there should be a month to celebrate all Americans and proposed designating November as "All Americans Month." She expressed frustration about seeing the Fire Assessment Fee appear again on her taxes.

Brenda Williams stated that she had planned to speak against the Charlie Kirk memorial, but found Vice Mayor Hay's comments earlier in the meeting eloquent and appreciated his remarks. She thanked City Manager Dugger for addressing and removing an eyesore in the City.

Gavin Sizer mentioned hearing about a movement to create housing for artists.

Sandra Watson expressed gratitude for being a City resident and commended the Mayor for speaking with a group of Girl Scouts.

Cameron Maharaj spoke about the Clean and Safe program, stating that its budget remained underfunded. He expressed concern that while residents were being monitored, issues were not being addressed, and emphasized the importance of improving safety before a tragedy occurred.

Roy Jackson stated that he appreciated the work of the City Commission. He mentioned that he lived near a school and that there were no visible signs or flashing lights to indicate a school zone. He explained that he had contacted school officials, who informed him that the matter was under the responsibility of the Police Department. He requested that officers drive through the area to ensure safety.

5. Administrative

A. Request for a waiver of appointment requirements for Advisory Boards.

Motion:

Vice Mayor Hay moved to approve Barbara Ready's waiver to be considered for the Historic Resources Preservation Board. Commissioner Cruz seconded the motion. The motion failed 2-2, with Commissioner Kelley and Mayor Shelton dissenting.

Motion:

Commissioner Kelley moved to approve Michael Wilson's waiver to be considered for the Historic Resources Preservation Board. Commissioner Cruz seconded the motion. The motion passed unanimously.

Motion:

Vice Mayor Hay moved to approve Kristopher Kenny's waiver to be considered for the Education and Youth Advisory Board. Motion failed for lack of a second.

Motion:

The waiver was not motioned for approval of the waiver for Michaella Louis; therefore it failed.

B. Advisory Board Appointments.

Motion:

Vice Mayor Hay moved to untable the appointment to the Advisory Board Appointments. Commissioner Kelley seconded the motion. The motion passed unanimously.

Motion:

Vice Mayor Hay moved to approve Charlie Holder as a Regular Member of the Building Board of Adjustment and Appeals. Commissioner Kelley seconded the motion. The motion passed unanimously.

Motion:

Mayor Shelton moved to approve Paul Jean as a Regular Member of the Education and Youth Advisory Board. Commissioner Kelley seconded the motion. The motion passed unanimously.

Motion:

Commissioner Cruz moved to approve Myah Sagrans as a Regular Member of the Education and Youth Advisory Board. Commissioner Kelley seconded the motion. The motion passed unanimously.

Motion:

Commissioner Cruz moved to approve Michael Wilson as a Regular Member of the Historic Resources Preservation Board. Commissioner Kelley seconded the motion. The motion passed unanimously.

Motion:

Vice Mayor Hay moved to approve Abhi Kanthan as a Regular Member of the Historic Resources Preservation Board. Commissioner Kelley seconded the motion. The motion passed unanimously.

C. Community Support Funds.

Motion:

Commissioner Cruz moved to approve the Community Support Fund requests from Vice Mayor Hay seconded the motion. The motion passed unanimously

6. Consent Agenda

A. Proposed Resolution No. R25-265- Ratifying the Public Emergency Medical Transportation Letter of Agreement with the Agency for Health Care Administration for the General Appropriations Act of State Fiscal Year 2024-2025 in the amount of $344,510.59, and ratifying the Letter of Agreement Amendment extending the Agreement through September 30, 2026.

B. Proposed Resolution No. R25-266- Approving an Affiliation Agreement between the City and FamilySearch International for library cardholders to use their FamilySearch genealogical database.

C. Proposed Resolution No. R25-267- Approve an Affiliation Agreement with the American Healthcare Institute, also known as AmHealth, for the Emergency Medical Technician and Paramedic Student Ride Time Program with Boynton Beach Fire Rescue. Proposed Resolution No. R25-268- Authorize the Mayor or City Manager to execute Affiliation Agreements, Participation Agreements, Volunteer Agreements, Internship Agreements, Work Experience Agreements, and other similar agreements between the City and various public and private entities for internships and volunteer opportunities at the City where no fiscal impact applies, on an as-needed basis, subject to approval as to legal sufficiency by the City Attorney's Office.

D. Proposed Resolution No. R25-269- Approving the Settlement Agreement and Full and Final General Release in the matter of Roger Salazar v. City of Boynton Beach, et al., totaling $110,000.

E. Proposed Resolution No. R25-270- Approving City's purchase of 670 Oak Street from Sellers Deborah Canepa and Scott Picardy in the amount of Six Million Eight Hundred Thousand and 00/100 Dollars ($6,800,000) to be used as a public park, and authorizing the City Manager to negotiate the final deed restriction subject to approval of form by the City Attorney. Proposed Resolution No. R25-271- Approve budget amendment for FY2025-26, adjusting the budget appropriations and revenue sources and providing spending authority for various Funds, Operating Departments, and Capital Budgets.

F. Proposed Resolution No. R25-274- Authorizing the City to apply for the 2024 Community Forestry Capacity Grant offered by the Florida Department of Agriculture and Consumer Services in the amount of $50,000, and if awarded, execute all future documents associated with the grant, subject to the approval of the City Attorney.

G. Commission Meeting Minutes.

Motion:

Commissioner Kelley moved to approve the consent agenda. Vice Mayor Hay seconded the motion. The motion passed unanimously.

7. Consent Bids and Purchases

A. Proposed Resolution No. R25-272- Approve a Piggyback Agreement between the City and Lhoist America of Alabama LLC for the furnishing, delivery, and

discharge of Quicklime for an annual expenditure not to exceed $733,700 for Fiscal Year 2025 and $807,070 for Fiscal Year 2026.

B. Proposed Resolution No. R25-273- Approving a Piggyback Agreement with Unifirst Corporation for Uniforms with Related Products and Services in an amount not to exceed $160,000 annually.

Motion:

Commissioner Kelley moved to approve the Consent Bids and Purchases. Vice Mayor Hay seconded the motion. The motion passed unanimously.

8. Public Hearing

A. Proposed Ordinance No. 25-023- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part III "La Development Regulations," Chapter 1 "General Administration," Article II "Definitions"; and amending Chapter 3 "Zoning," Article IV "Use Regulations," Section 3 "Use Regulations"; to allow accessory residential agricultural uses in R-1-AAB on properties larger than .90 acres; providing for codification; providing for severability; providing for conflicts; and providing for an effective date.

B. Proposed Ordinance No. 25-019- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Voluntarily Annexing Approximately 4.61 Acres of Unincorporated Territory Into the Corporate Limits of the City Pursuant to Section 171.044, Florida Statutes; Providing for the Annexation of the Property Described Herein; Providing Publication of Notice of the Proposed Annexation; Directing the City Clerk to Record this Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Palm Beach County, and with the Department of State; Providing a Business Impact Estimate; Providing for Codification; Conflicts; Severability; and an Effective Date.

C. Proposed Ordinance No. 25-024- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for a parcel of real property by changing the future land use classification from Palm Beach County's Commercial High with an underlying MR-5 (CH/5) to City of Boynton Beach's Low Retail Commercial (LRC); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

D. Proposed Ordinance No. 25-025- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Bamboo Lane annexation, amending Ordinance No. 02-013 to rezone a parcel of real property generally located east of North Federal Highway, approximately

570 feet south of the intersection of Old Dixie Highway and North Federal Highway, from Palm Beach County's General Commercial (CG) to City of Boynton Beach's Community Commercial District (C-3); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

E. Proposed Ordinance No. 25-026- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for a parcel of real property by changing the future land use classification from Palm Beach County's Medium Residential with a maximum density of 5.0 dwelling units per acre (MR- 5) to City of Boynton Beach's Low Density Residential (LDR); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

F. Proposed Ordinance No. 25-027- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Bamboo Lane annexation, amending Ordinance No. 02-013 to rezone a parcel of real property generally located east of North Federal Highway, approximately 570 feet south of the intersection of Old Dixie Highway and North Federal Highway, from Palm Beach County's Multi- Family Residential (RM) to City of Boynton Beach's Two-Family Residential District (R-2); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

G. Proposed Ordinance No. 25-020- Second Reading, An Ordinance of the City of Boynton Beach, Florida, Voluntarily Annexing Approximately 27.97 Acres of Unincorporated Territory into the Corporate Limits of the City pursuant to Section 171.044, Florida Statutes; Providing for the Annexation of the Property Described Herein; Providing Publication of Notice of the Proposed Annexation; Directing the City Clerk to Record this Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Palm Beach County, and with the Department of State; Providing a Business Impact Estimate; Providing for Codification; Conflicts; Severability; and an Effective Date.

H. Proposed Ordinance No. 25-028- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for an approximately 27.04 acre parcel of real property by changing the future land use classification from Palm Beach County's Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) to City of Boynton Beach's Low Density Residential (LDR); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

I. Proposed Ordinance No. 25-029- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Palmyra annexation, amending Ordinance No. 02-013 to rezone an approximately 27.04 acre parcel of real property from Palm Beach County's Planned Unit Development (PUD) to City of Boynton Beach's Planned Unit Development (PUD); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

J. Proposed Ordinance No. 25-030- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for an approximately 0.93 acre parcel of real property by changing the future land use classification from Palm Beach County's Medium Residential with a maximum density of 5.0 dwelling units per acre (MR-5) to City of Boynton Beach's Low Density Residential (LDR); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

K. Proposed Ordinance No. 25-031- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Palmyra annexation, amending Ordinance No. 02-013 to rezone an approximately 0.93 acre parcel of real property from Palm Beach County's Agricultural Residential (AR) to City of Boynton Beach's Single Family Residential District (R-1-AAB); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Items 8A-8K were previously tabled until the January 6, 2026 City Commission Meeting.

City Clerk De Jesús swore in those intending to speak on Agenda Items 8L-8N.

L. Proposed Ordinance No. 25-022- First Reading, An Ordinance of the City of Boynton Beach, Florida, Voluntarily Annexing Approximately 0.36 Acres of Unincorporated Territory Located at 3604 Boynton Beach Boulevard, into the Corporate Limits of the City Pursuant to Section 171.044, Florida Statutes; Providing for the Annexation of the Property Described Herein; Providing Publication of Notice of the Proposed Annexation; Directing the City Clerk to Record this Ordinance with the Clerk of the Circuit Court, with the Chief Administrative Officer of Palm Beach County, and with the Department of State; Providing a Business Impact Estimate; Providing for Codification; Conflicts; Severability; and an Effective Date.

M. Proposed Ordinance No. 25-032- First Reading, An Ordinance of the City

Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the Future Land Use Map of the City of Boynton Beach, Florida, for an approximately 0.36 acre parcel of real property located at 3604 Boynton Beach Boulevard, by changing the future land use classification from Palm Beach County's Commercial High with an underlying MR-8 (CH/8) to City of Boynton Beach's Local Retail Commercial (LRC); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

N. Proposed Ordinance No. 25-033- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, in association with the Curaleaf Florida LLC annexation, amending ordinance no. 02-013 to rezone approximately 0.36 acres of unincorporated territory located at 3604 Boynton Beach Boulevard, from Palm Beach County's Commercial High Office (CHO) to City of Boynton Beach's Community Commercial District (C-3); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Commissioner Kelley stated that regarding Items 8L-N, she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Mayor Shelton stated that regarding Items 8L-N, she had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Vice Mayor Hay stated that regarding Items 8L-N, he had not had any ex-parte communication, had not received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Commissioner Cruz stated that regarding Items 8L-N, she had not had any ex-parte communication, she had received written communication, had not conducted an investigation, had not made a site visit, and had not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

City Clerk De Jesús read the titles of Agenda Items 8L-N into the record.

Barbara Hall stated that this was a voluntary annexation requested by the property owner. She reviewed the following: property aerial; why annex into the City of Boynton Beach; site requirements; PBC municipal annexation areas; future land use; proposed land use map; current zoning; proposed zoning; utility service area; and summary.

Vice Mayor Hay thanked Ms. Hall for her presentation.

Staff were available for questions but there were none.

Mayor Shelton opened public comment on Agenda Item 8L. No one came forth to speak. No virtual comment.

Mayor Shelton opened public comment on Agenda Item 8M. No one came forth to speak. No virtual comment.

Mayor Shelton opened public comment on Agenda Item 8N. No one came forth to speak. No virtual comment.

Mayor Shelton closed public comment on all items.

Motion:

Vice Mayor Hay moved to approve Ordinance No. 25-022 on first reading. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously.

Motion:

Vice Mayor Hay moved to approve Ordinance No. 25-032 on first reading. Commissioner Kelley seconded the motion. In a roll call vote, the motion passed unanimously.

Motion:

Commissioner Kelley moved to approve Ordinance No. 25-033 on first reading. Vice Mayor Hay seconded the motion. In a roll call vote, the motion passed unanimously.

9. City Manager's Report

City Manager Dugger had no report.

10. Regular Agenda

Agenda Item 10A was heard before Agenda Item 10B.

A. Conduct annual performance evaluation for Daniel Dugger, City Manager.

Lynn Nazario, Human Resources Director, discussed the City Manager performance

evaluation and reviewed the performance evaluation criteria.

City Manager Dugger remarked that the presentation would be extensive and highlighted the outstanding work of Andrew Mack and Adam Temple. He reflected on starting three years ago when the City had no strategic plan and noted that several departments were now fully staffed, after years of challenges. He reviewed the following topics: major accomplishments; building the future of Boynton Beach together; executive summary at a glance; Citywide impact; City Clerk accomplishments; Planning and development; Building and Development Services (modernization); Utilities—capital and resilience; Financial Services; Fire Rescue; Police; Human Resources; Innovation and Technology; Public Works; Recreation, Culture, and Library; Community Engagement and Events; recognition; Code Enforcement; Office of Internal Investigations and Accountability; closing; and questions. He expressed a desire to mirror the City Attorney's contract and raise and requested that his agreement also include a 4–1 vote provision.

Mayor Shelton expressed support for a 10% raise and commented that City Manager Dugger was always responsive and accessible.

Ms. Nazario presented a comparison of salary ranges for City Managers within the County.

Vice Mayor Hay shared that when City Manager Dugger began his role, they were not aligned on many issues, but noted visible progress in areas that once seemed unlikely to improve. He acknowledged that there was still a learning curve, but expressed pride in Dugger's development. He added that the City's top position should not earn less than others and recommended a 12.5% salary increase.

Ms. Nazario explained that a 12% increase would bring the salary to $266,208.

Commissioner Kelley expressed interest in hearing City Manager Dugger's personal goals for the coming year. She commented that the City was in a much stronger position than before, and observed that Dugger had become an effective delegator with a capable team. She voiced support for the salary increase.

Motion:

Vice Mayor Hay moved to approve a 12% merit increase, retro to October 1, 2025, with an amendment to the contract for a super majority vote, and to mirror the City Attorney's contract. Commissioner Kelley seconded the motion. The motion passed unanimously.

B. Conduct the annual performance evaluation for Shawna Lamb, City Attorney.

City Attorney Lamb spoke about the 2024–2025 year-end report and performance review as follows: major accomplishments; governance and operations; risk management highlights; leadership impact; the bottom line, value delivered; market comparison, City

Attorney compensation for fiscal year 2024–2025; compensation alignment; and questions.

Commissioner Kelley stated that she could not be prouder of what City Attorney Lamb had accomplished during her time with the City. She mentioned that operations were very different before, and said she was proud of the team City Attorney Lamb had built. She asked what goals were planned for the upcoming year.

City Attorney Lamb stated that the office was pursuing legal action against FDOT for damages they caused and noted that this was a current focus. She mentioned additional priorities including forfeitures for the Police Department, continued collaboration with all departments, and a more proactive approach within the Risk Management Division.

Commissioner Kelley stated that she supported City Attorney Lamb and noted that the partnership was working very well. She agreed with a 10% salary increase.

Mayor Shelton stated that there was significant value in the Attorney's role and noted that City Attorney Lamb consistently delivered when needed. She expressed support for a 10% increase.

Vice Mayor Hay commented that he agreed with previous comments. He acknowledged that they may have started off on the wrong foot, but said that City Attorney Lamb had effectively answered all questions and reduced spending. He stated that communication had improved and expressed satisfaction with her performance. He asked if the department was at the optimum staffing level.

City Attorney Lamb stated that an administrative assistant was being added for the Risk Management Division.

Vice Mayor Hay expressed support for a 10% increase.

Commissioner Cruz concurred with the proposed 10% increase.

Motion:

Vice Mayor Hay moved to approve a 10% merit increase, retroactive to October 1, 2025, with an amendment to the contract for a super majority vote. Commissioner Kelley seconded the motion. The motion passed unanimously.

11. Future Agenda Items

A. **TO BE REMOVED INDEFINTELY FROM AGENDA** Discussion on the process to create a memorial for those impacted by political violence. - October 21, 2025. Requested by Commissioner Turkin.

B. Update on the City's Strategic Planning efforts. - November 4, 2025. Update

requested by Commission Woodrow Hay.

C. Joint City and CRA Workshop- Saturday, November 8, 2025. The City and CRA will be hosting a workshop to discuss the CRA master plan, commercial/industrial land development, and land acquisition planning.

D. Quarterly joint City/CRA coordination meeting - January 13, 2026. Requested by City Commission and CRA Board.

E. Discussion regarding creating a beautification board.-TBD Requested by Commissioner Turkin.

F. Discussion regarding Citywide Master Plan to light up the City.- TBD Requested by Commissioner Turkin.

G. Discussion on utility lift station upgrades and odor control - TBD Requested by Vice Mayor Hay.

H. Discussion in regards to an additional area that might be available as a future cemetery.- TBD. Requested by Vice Mayor Hay.

I. Discussion regarding combining City properties together to create senior affordable housing.- Pending Joint Meeting with the CRA. Requested by Vice Mayor Hay.

J. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- Pending meeting with Commissioner Cruz. Requested by Commissioner Cruz.

K. Discussion regarding the expansion of ShotSpotter south of Boynton Beach Boulevard.- TBD. Requested by Commissioner Thomas Turkin.

L. Discussion regarding bulk trash pickup. - TBD Discussion requested by Commissioner Angela Cruz.

M. Discussion regarding requirements to construct required sidewalks and exemptions as outlined in Land Development Regulations, Chapter 4, Article VIII, Section 3 Standards, D Sidewalks. – TBD. Requested by Commissioner Cruz.

N. Follow-up report on the State of Florida DOGE request.- TBD. Staff will provide an update to the City Commission regarding the State of Florida DOGE request.

O. Discussion regarding having a Legislative Action workshop by the Commission. -TBD. Requested by Commissioner Turkin.

12. Adjournment

Motion:

Commissioner Kelley moved to Adjourn. Vice Mayor Hay seconded the motion. The motion passed unanimously.

With no further business to discuss, the meeting was adjourned at 8:40 P.M.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Resolution No. R25-287- Award Request for Proposal No. 25-051R for Harvey E. Oyer Jr. Park Bait and Tackle Shop (Operating Services) to Florida Tackle Company, Inc., and approve a Retail Lease Agreement between the City and Florida Tackle Company, Inc. for a five-year term, with two additional two-year renewal options.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-287.

Explanation of Request: The City of Boynton Beach recognizes the importance of maximizing the use of its publicly owned facilities and spaces to generate sustainable revenue streams that benefit the community. Leasing City assets to qualified private operators provides an effective way to activate underutilized spaces, stimulate economic activity, and create additional sources of non-tax revenue to support City services and amenities. This approach aligns with the City's long-term financial stewardship goals and reinforces its commitment to maintaining high-quality public facilities without increasing the financial burden on residents.

In alignment with these objectives, the City issued a solicitation seeking proposals from qualified vendors to lease and operate the City-owned bait and tackle shop located at 2020 S. Federal Highway, Boynton Beach, FL 33435, within the Harvey E. Oyer Jr. Park Boat Ramp. The intent of the solicitation was to identify an experienced operator capable of providing a fully stocked, professionally managed retail space to support the fishing and boating community by offering essential supplies and services.

Leasing out this facility was identified as an opportunity to enhance the visitor experience at one of the City's most active waterfront destinations while generating a consistent revenue stream through a public-private partnership. The selected operator is expected to maintain a clean, safe, and inviting retail environment that complements the park's amenities and promotes Boynton Beach as a premier destination for marine recreation.

On April 29, 2025, the City of Boynton Beach issued RFP No. 25-051R – Harvey E. Oyer Jr. Park Bait & Tackle Shop (Operator Term Contract), seeking proposals from qualified firms to operate a bait and tackle shop at the City-owned facility. When the solicitation closed on May 30, 2025, the City received one proposal submission package from FLORIDA TACKLE COMPANY, INC. An evaluation committee was appointed to review and score the proposal in accordance with the RFP criteria, and on August 1, 2025, the committee held a publicly noticed meeting to discuss the proposal and provide scoring.

The committee determined that the proposer's submission was the most advantageous option

for the City. Subsequently, on August 14, 2025, the Procurement Division conducted negotiations with FLORIDA TACKLE COMPANY, INC to review contract terms, during which both parties agreed that a retail lease agreement would better serve the City's interests than a revenue-sharing model. Following this negotiation, it was determined that entering into a lease agreement with FLORIDA TACKLE COMPANY, INC was in the best interest of the City to ensure continued operation of the bait and tackle shop at Harvey E. Oyer Jr. Park under terms consistent with Florida law governing municipal contracts.

How will this affect city programs or services? This lease initiative is expected to have a positive impact on both residents and the regional boating and fishing community. By partnering with a professional operator, the City ensures that the Harvey E. Oyer Jr. Park Boat Ramp continues to serve as a well-rounded recreational hub offering convenient access to essential marine supplies, bait, tackle, and boating necessities—all in one location.

Residents and visitors will benefit from:

- Enhanced convenience, with access to quality fishing and boating products directly at the park;
- Improved visitor experience, reducing the need to travel off-site for last-minute supplies;
- Support for local recreation, promoting Boynton Beach as a destination for anglers, boaters, and families; and
- Economic vitality, as the presence of a successful retail operation contributes to the vibrancy of the waterfront and supports City revenues reinvested into public services and park improvements.

Overall, this partnership enhances the functionality and appeal of the Harvey E. Oyer Jr. Park while reinforcing the City's commitment to providing accessible, high-quality amenities that serve the needs of its residents and marine enthusiasts.

Account Line Item and Description: Revenue Contract

Fiscal Impact: $1300 monthly revenue to the City.

Attachments:
R25-287 Agenda_Item_3865-2025_Resolution_for_RFP_No._25-051R_for_Harvey_E._Oyer_Jr._Park_Bait_and_Tackle_Shop_Award___Agmt (1).docx
Exhibit A to Resolution - 25-051R - Bait Shop - Operator Term Contract - Vendor Signed
Exhibit A - RFP 25-051R - Havery Owyer Bait Shop (Operator Contract) - Final.pdf
Exhibit B - Complete Proposal Package.pdf
Attachment A - Harvey Oyer Bait Shop - Site Plan and Floor Plan.pdf

RESOLUTION NO. R25-287

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING REQUEST FOR PROPOSAL NO. 25-051R FOR HARVEY E. OYER JR. PARK BAIT AND TACKLE SHOP (OPERATING SERVICES) TO FLORIDA TACKLE COMPANY, INC., AND APPROVING A RETAIL LEASE AGREEMENT BETWEEN THE CITY AND FLORIDA TACKLE COMPANY, INC.; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City is the owner of certain real property located at 2020 S Federal Hwy, Boynton Beach, FL, 33435; and

WHEREAS, the Property includes structures and facilities suitable for operation as a bait and tackle retail shop, including storage, customer service, merchandising, and limited food and beverage sales; and

WHEREAS, the City has determined that it is in the best interest of the public to engage an experienced operator to manage and operate the bait and tackle shop; and

WHEREAS, the City issued procurement solicitation Request for Proposal ("RFP") No: 25-051R for Harvey E. Oyer Jr. Park Bait and Tackle Shop (Operator) on April 29, 2025, seeking proposals from firms offering to operate a bait and tackle shop; and

WHEREAS, when the solicitation closed on May 30, 2025, the City received one proposal submission package; and

WHEREAS, Florida Tackle Company, Inc. ("Operator") proposal was deemed to be the most advantageous option for the City by the City's selection committee; and

WHEREAS, after the proposal was reviewed in its entirety, it was determined that it was in the best interests of the City to move forward with presenting the Operator a retail lease agreement instead of a revenue-sharing agreement; and

WHEREAS, Operator desires to lease the Property from the City for the purpose of operating a bait and tackle shop; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to award Request for Proposal No. 25-051R for Harvey E. Oyer Jr. Park Bait and Tackle Shop (Operating Services) to Florida Tackle Company, Inc., and approve a Retail Lease Agreement between the City and Florida Tackle Company, Inc., for a five year-term, with two additional two-year renewal options.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby award Request for Proposal No. 25-051R for Harvey E. Oyer Jr. Park Bait and Tackle Shop (Operating Services) to Florida Tackle Company, Inc.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Retail Lease Agreement between the City and Florida Tackle Company, Inc., for RFP No. 25-051R for Harvey E. Oyer Jr. Park Bait and Tackle Shop (Operating Services), with a five-year term, with two additional two-year renewal options, (the "Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 5. The City Clerk shall retain the fully executed Agreement as a public record of the City. A copy of the fully executed Agreement shall be provided to Andrew Rozwadowski to forward to the Operator.

SECTION 6. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-287

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

OPERATING SERVICES
RFP No: 25-051R - Harvey E. Oyer Jr. Park Bait & Tackle Shop (Operator Term Contract)

RFP No: 25-051R - Harvey E. Oyer Jr. Park Bait & Tackle Shop (Operator Term Contract)

This **RETAIL LEASE AGREEMENT** (the "Agreement") is made and entered into as of _____, 2025 (the "Effective Date"), by and between the City of Boynton Beach, a Florida municipal corporation, with its principal place of business at 100 E. Ocean Ave., Boynton Beach, FL 33435 (the "City") and **FLORIDA TACKLE COMPANY, INC.**, a Florida Profit Corporation with its principal place of business at 1550 U.S. HIGHWAY 1 UNIT 11, BOYNTON BEACH, FL 33435 ("Operator"). (The City and Operator are sometimes individually referred to as a "Party" and collectively as the "Parties").)

RECITALS

WHEREAS, the City is the owner of certain real property located at 2020 S Federal Hwy, Boynton Beach, FL, 33435, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the Property includes structures and facilities suitable for operation as a bait and tackle retail shop, including storage, customer service, merchandising, and limited food and beverage sales;

WHEREAS, the City has determined that it is in the best interest of the public to engage an experienced operator to manage and operate the bait and tackle shop (the "Shop");

WHEREAS, the City issued procurement solicitation RFP No: 25-051R - HARVEY E. OYER JR. PARK BAIT & TACKLE SHOP (OPERATOR TERM CONTRACT) **Exhibit "A"** on April 29, 2025, seeking proposals from firms offering to operate a bait and tackle shop, a copy of which is incorporated into this Agreement by reference; and

WHEREAS, when the solicitation closed on May 30, 2025, the City received one proposal submission package, **Exhibit "B"**; and

WHEREAS, the City created and appointed an evaluation committee to review and score the proposal submission in accordance with the criteria of the RFP; and,

WHEREAS, on August 1, 2025, the evaluation met a publicly noticed open to the public meeting where they discussed the proposals' pros and cons and provided scoring; and,

WHEREAS, Operator's proposal was deemed to be the most advantageous option for the City by the City's selection committee; and

WHEREAS, the Procurement Division proceeded with negotiations for the contract on August 14, 2025, during which the Operator and the City's negotiation team met to review and discuss the contract terms; and

WHEREAS, after the proposal was reviewed in its entirety, it was determined that it was in the best interests of the City to move forward with presenting the Operator a retail lease agreement instead of a revenue-sharing agreement; and

WHEREAS, the Operator agreed to the new contract methodology during the August 14, 2025, negotiation meeting with the City's negotiation team; and

WHEREAS, negotiations pertaining to the subject matter of this Agreement were undertaken between the Parties and this Agreement incorporates the results of such negotiations; and

WHEREAS, Operator desires to lease the Property from the City for the purpose of operating a bait and tackle shop; and

WHEREAS, the City and Operator wish to enter into this Agreement to establish the terms and conditions under which Operator will lease and operate the Shop in accordance with all applicable Florida laws governing municipal contracts;

WHEREAS, this Agreement was approved by the City Commission of the City of Boynton Beach by Resolution No. _____ on **November 4, 2025**, in accordance with all applicable laws and procedures;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. LEASE OF PROPERTY

1.1 Lease

The City hereby leases to Operator, and Operator hereby leases from the City, the Property for the Term (as defined below), subject to the terms and conditions set forth in this Agreement.

1.2 Premises

The leased premises (the "Premises") consist of the area outlined in the attached Attachment "A."

1.3 Condition of Premises

Operator acknowledges that it has inspected the Premises and accepts the Premises in their current "AS IS" condition, except as otherwise specified in **Exhibit C** (if applicable).

1.4 Public Purpose and Benefit

The Parties acknowledge that the Premises constitute a public facility owned by the City and that this Agreement is intended to advance the public interest by enhancing waterfront access and recreational opportunities for residents and visitors of the City. The Operator shall operate and maintain the Bait and Tackle Shop in a manner that aligns with this public purpose, ensuring the facility is clean, safe, welcoming, and efficiently managed to meet the needs of the community.

2. TERM, RENEWAL, AND TERMINATION

2.1 Initial Term

The initial term of this Agreement shall be for a period of **FIVE (5)** years, commencing on November 4, 2025 (the "Commencement Date") and ending on November 3, 2030 (the "Initial Term"), unless earlier terminated as provided herein.

2.2 Renewal Options

Provided that the Operator is not in default under this Agreement, the Operator shall have the option to renew this Agreement for up to **two (2**) additional periods of **two (2)** years each (each, a “Renewal Term”), on the same terms and conditions set forth herein—subject to a demonstrated successful sales plan over the preceding five (5) years and approval by the City—except an adjustment to the monthly lease price as provided in Sections 3.1.

The Parties must enter into a written amendment to exercise a renewal option. If Operator does not intend to agree to the exercise of a renewal option, it must provide the City with at least **ONE-HUNDRED EIGHTY (180)** calendar days’ written notice prior to the expiration of the then-current term.

2.3 Term

As used herein, "Term" shall mean the Initial Term and any Renewal Term(s) exercised by Operator.

2.4 Termination for Cause

This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) calendar days after receipt of written notice from the aggrieved party identifying the breach ("Cure Period"). The party in breach may, within the Cure Period, request an extension to the Cure Period for a reasonable time if such party demonstrates best efforts to cure such breach. his Agreement may be terminated for cause as provided for herein for reasons including, but not limited to,

Operator's repeated (whether negligent or intentional) submission of false or incorrect reports, Operator's failure to perform the scope of services suitably, or failure to continuously perform the scope of services in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if Operator is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if Operator provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

If either party erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective nine (9) months after receipt of such written notice of termination for cause.

2.5 Termination for Convenience

City shall have the right to terminate this Agreement for convenience upon a minimum of nine (9) months written notice to Operator. This time period may be extended up to an additional thirty (30) business days, at the City's sole discretion, if Operator delivers a written request to the City Manager for an extension within sixty (60) business days from receipt of the initial notice. Operator's written extension request shall include sufficient explanation and documentation to allow the City to reasonably grant the same.

2.6 Termination to Protect Health, Safety, or Welfare

The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare of the City or its Citizens.

2.7 Notice of Termination

Notice of termination shall be provided in accordance with the "Notices" section of this Agreement, except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

3. LEASE RENT

3.1 Monthly Lease Payment to the City

Operator shall remit to the City a base rent in the amount of **One Thousand Three Hundred Dollars ($1,300.00)** per month ("Base Rent"), payable in advance on the first (1st) day of each month during the Term, without demand, setoff, or deduction. The Base Rent shall automatically increase by **three percent (3%) each year** on the anniversary of the Commencement Date, for each year of the five (5)-year Term.

3.2 Records and Audit Rights

Operator shall maintain complete and accurate books and records of all revenue and expenses related to the operation of the Premises. City shall have the right, upon reasonable notice and during normal business hours, to inspect and audit Operator's books and records.

If an audit inspection in accordance with this section discloses underpayment (of any nature) by Operator to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's audit shall be reimbursed to the City by the Operator and (2) liquidated damages in the amount of 15% of the underpayment shall be assessed. Any adjustments and/or payments that must be made as a result of the audit inspection, including any interest, audit costs, and liquidated damages, shall be made by the Operator within 45 business days from the presentation of the City's findings to the Operator. Failure by Operator to permit such audit shall be grounds for termination of this Agreement by the City.

4. SECURITY AND DAMAGE DEPOSITS

4.1 Security Deposit

Upon execution of this Agreement, Operator shall deposit with City the sum of **FIVE THOUSAND DOLLARS ($5,000.00)** as a security deposit (the "Security Deposit").

4.2 Use and Return of Security Deposit

City may use the Security Deposit to remedy any default by Operator under this Agreement, including but not limited to failure to pay rent, failure to repair damage to the Premises, or failure to leave the Premises in clean condition upon termination of this Agreement. Within thirty (30) business days after the termination of this Agreement and Operator's vacation of the Premises, City shall return the Security Deposit to Operator, less any amounts properly withheld by City, along with an itemized statement of any amounts withheld.

5. USE OF PREMISES; OPERATIONS; BACKGROUND CHECKS

5.1 Permitted Use

Operator shall use the Premises solely for the purpose of operating a bait and tackle store, including related activities and providing food and beverage services. Operator shall not use the Premises for any other purpose without the City's prior written consent.

5.2 Hours of Operation

Operator shall operate the Premises during reasonable business hours as determined by Operator, provided that the Premises shall be open to the public for a minimum of

SEVENTY (70) hours per week, subject to inclement weather and holidays. The City reserves the right to establish minimum operating hours to ensure adequate public access to the facility.

5.3 Public Access

Operator shall ensure that the Premises is reasonably accessible to all members of the public, including City residents and non-residents, without discrimination.

5.4 Community Programs

Operator shall develop and implement community programs designed to promote the bait and tackle shop in the community.

The community programs shall be detailed in an annual Community Benefit Plan to be submitted to the City for approval.

5.5 Compliance with Laws

Operator shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with its use and operation of the Premises, including but not limited to:

a) Obtaining and maintaining all necessary licenses, permits, and approvals;
b) Americans with Disabilities Act (ADA) requirements;
c) Florida Building Code;
d) Florida Fire Prevention Code;
e) City zoning ordinances and land development regulations;
f) Health and safety regulations; and
g) Environmental regulations.

5.6 Rules and Regulations

Operator shall establish reasonable rules and regulations for the use of the Premises by members and guests, which shall be subject to the City's approval, not to be unreasonably withheld, conditioned, or delayed. Operator shall provide a copy of such rules and regulations to the City and shall enforce them consistently and fairly.

5.7 Staffing

The Operator shall provide sufficient staffing to ensure the effective and professional operation of the Harvey E. Oyer Jr. Park Bait and Tackle Shop during all designated operating hours. Personnel assigned to the facility must be trained, courteous, and knowledgeable in bait and tackle retail, recreational fishing, and customer service. At minimum, the Operator must ensure:

- The shop is staffed during all hours of operation with at least one employee capable of managing sales, inventory, and customer inquiries.

- All staff are familiar with the offerings of the shop, including bait types, tackle options, and general local fishing information.
- Employees adhere to all applicable safety, cleanliness, and customer service standards set forth by the City.
- A designated on-site or on-call manager is available during business hours to address operational issues and communicate with City staff as needed.
- Staff wear appropriate attire that maintains a clean and professional appearance aligned with the public-facing nature of the facility.

The City reserves the right to request the removal of any personnel whose conduct is deemed unprofessional, disruptive, or inconsistent with the mission of providing a positive recreational experience to residents and visitors.

5.8 Quality of Services

Operator shall ensure that all services provided at the Harvey E. Oyer Jr. Bait and Tackle Shop are delivered professionally, courteously, and customer-focused that reflects positively on the City of Boynton Beach. The Operator shall maintain a high standard of cleanliness, product quality, and customer service throughout the term of this Agreement.

At a minimum, Operator shall:

- Provide prompt, respectful, and knowledgeable service to all customers, including residents, visitors, and tourists.
- Ensure staff are properly trained to help regarding bait, tackle, local fishing regulations, and general area information.
- Maintain the Premises in a neat, organized, and sanitary condition at all times, in accordance with all applicable health, safety, and accessibility standards.
- Regularly restock and rotate merchandise to ensure product freshness and availability.
- Respond in a timely and professional manner to customer complaints, City concerns, or operational issues and document resolution efforts when requested by the City.

Failure to maintain acceptable standards of service, as reasonably determined by the City, may constitute grounds for corrective action or termination in accordance with the terms of this Agreement.

5.9 Damage to Premises

Operator shall repair any and all damage to the Premise or Operator's real and personal property caused by Operator, its employees, agents, subcontractors, independent contractors, patrons, and invitees. City shall repair any and all damage to the Premise or Operator's real and personal property caused by City, its employees, agents, subcontractors, and independent contractors.

5.10 Inspection by City

The City shall have the authority to make periodic reasonable inspections of the Premises, equipment, and operations during normal operating hours to determine if such are being maintained in a neat and orderly condition or to determine whether Operator is operating in compliance with the terms of this Agreement. All inspections shall be conducted in a manner so as not to interfere with the normal operations of the Premises. The City may inform Operator of any needed actions to correct improper operations. Operator shall reasonably comply with any recommendations of the City with respect to improper operations issues.

5.11 Marketing and Promotion

Operator shall actively market and promote the Premises to maximize usage and revenue. Operator's marketing efforts shall include but not be limited to maintaining a website, social media presence, email newsletters, and local advertising. All marketing materials shall acknowledge that the Premises are owned by the City of Boynton Beach.

5.12 Criminal Background Screening

Operator shall perform criminal background screening as identified below on its officers, employees, agents, independent contractors, and volunteers working under this Agreement on the Premises. Further, if Operator is permitted to utilize subcontractors under this Agreement, Operator shall perform or ensure that the background screening as required below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors, and volunteers who will be working under this Agreement at the Premises. Operator shall not be required to comply with the provisions for criminal background screening under this section for those independent vendors coming onto the Premises merely to make deliveries of goods or services for, or relating to, the Premises.

Operator shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for Operator on the Premises.

Operator shall maintain copies of the results of the criminal background screening required for the Term and promptly forward copies of same to City upon its request.

Operator shall be required to furnish to the City, on a monthly basis, an Affidavit, in a form approved by City, affirming the persons listed in the Affidavit have been background screened as required by this Agreement and have been deemed eligible by Operator to work at the Premises. Operator's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for Operator under this Agreement

who have been background screened as required and deemed eligible to work at the Premises. In its discretion, the City may permit Operator to furnish the monthly Affidavit in an electronic format.

In the event Operator obtains or is provided supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by Operator to provide services under this Agreement, Operator shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by Operator based on the requirements of this section, Operator shall immediately cease allowing the person to work at the Premises. Additionally, Operator shall be required to inform any person background screened pursuant to this section who is providing services under this Agreement, to notify Operator within forty-eight (48) hours of any arrest related to sexual misconduct that has occurred after the person was deemed eligible to work at the Premises.

Operator shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this section.

City may terminate this Agreement immediately for cause, with written notice provided to Operator, for a violation related to Operator's failure to perform the required background screening on its officers, employees, agents, independent contractors, and volunteers who will be working under this Agreement at the Premises. City may also terminate this Agreement immediately for cause, with written notice provided to Operator, if City determines Operator failed to ensure that its permitted subcontractors have been background screened as required in this section before performing any services under this Agreement at the Premises. Operator will not be subject to immediate termination in the event City determines a violation of this section was outside the reasonable control of Operator and Operator has demonstrated to City compliance with the requirements of this section.

City may terminate this Agreement for cause if Operator fails to provide the monthly Affidavit to City as provided above, and Operator does not cure said breach within five (5) business days of written notice provided to Operator by City in accordance with the "Notices" section of this Agreement.

6. MAINTENANCE AND REPAIRS

6.1 Operator's Obligations

Operator shall, at its sole cost and expense, keep and maintain the Premises in good condition and repair, including but not limited to:

a) Regular maintenance of the facility as needed;
b) Maintenance of restroom facilities regarding plumbing;
c) Maintenance of landscaping and grounds within five feet of the building;

d) Janitorial services and trash removal;
e) Pest control; and
f) Minor repairs less than TWO THOUSAND DOLLARS ($2,000) and maintenance of building systems.

6.2 City's Obligations

City shall, at its sole cost and expense, be responsible for:
a) Structural repairs to the buildings;
b) Roof repairs and replacement;
c) Major repairs over TWO THOUSAND DOLLARS ($2,000.00) or replacement of HVAC, plumbing, and electrical systems; and
d) Maintenance and repairs to the parking lot, including repaving when necessary.

7. UTILITIES AND SERVICES

7.1 Operator's Responsibility

Operator shall pay for all utilities and services supplied to the Premises, including but not limited to electricity, gas, water, sewer, telephone, internet, cable/satellite television, security systems, and trash collection. The operator will be provided with the FPL Power and Electric Bill as well as the City Utility bill, and shall pay the bill on time to avoid disconnection.

7.2 Interruption of Services

City shall not be liable for any interruption or failure of utility services to the Premises unless such interruption or failure is caused by City's negligence or willful misconduct.

8. PAYMENT OF TAXES AND OBLIGATIONS

8.1 Real Property and Business Taxes

City shall pay all real property taxes and assessments levied against the Property. If real property taxes increase due to Operator's specific use of the Property or improvements made by Operator, Operator shall pay the amount of such increase. Operator shall pay all taxes and other costs lawfully assessed against its business and legal interest in the operation of the Premises under this Agreement, including but not limited to the Premises-related Improvements made by Operator; provided, however, that Operator shall not be deemed in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity or amount of such taxes and/or other costs.

8.2 Sales and Use Taxes

Operator shall be liable for the prevailing state of Florida Sales and Use Tax imposed on rent payable to City under this Agreement. This tax shall be calculated in addition to and

not incorporated into the monthly rent. Operator shall be liable for all other taxes due taxing authorities arising out of its operations under this Agreement, including all taxes assessed against Operator's personal property, trade fixtures, and equipment located on the Premises.

8.3 Other Obligations

Operator shall procure and obtain, at its sole cost, all permits, licenses, and approvals required of Operator for its operations and performance under this Agreement. Operator shall be responsible for paying its approved contractors, subcontractors, and suppliers hired to perform any of the Premises-related improvements for work performed or for supplies, equipment, or materials transacted, any undisputed amount within thirty (30) calendar days following receipt of appropriate invoices for such work or supplies, upon completion of same. Operator shall take such action necessary to resolve any amounts in dispute.

9. INSURANCE

9.1 Operator's Insurance

Operator shall, at its sole cost and expense, maintain the following insurance coverage throughout the Term:

a) Commercial General Liability Insurance with limits of not less than $2,000,000 per occurrence and $4,000,000 aggregate;
b) Property Insurance covering Operator's personal property, trade fixtures, and equipment;
c) Business Interruption Insurance;
d) Workers' Compensation Insurance as required by law;
e) Automobile Liability Insurance with limits of not less than $1,000,000 combined single limit;
f) Professional Liability Insurance with limits of not less than $1,000,000 per occurrence (if Operator provides professional services such as instruction);
g) Employment Practices Liability Insurance with limits of not less than $1,000,000; and
h) Cyber Liability Insurance with limits of not less than $1,000,000 (if Operator collects personal information through websites, mobile applications, or other digital platforms).

9.2 City's Insurance

The City shall maintain property insurance covering the buildings and permanent improvements on the Property, and commercial general liability insurance with respect to the City's ownership of the Property, in accordance with the City's standard insurance program and risk management policies. The Parties acknowledge that the City may be self-insured.

9.3 Policy Requirements

All insurance policies required under this Agreement shall:

a) Name the City as an additional insured on all liability policies (except for Workers' Compensation Insurance);
b) Provide that the policy cannot be canceled or materially modified without at least thirty (30) business days prior written notice to the City;
c) Include a waiver of subrogation in favor of the City;
d) Be primary and non-contributory with respect to any insurance or self-insurance programs maintained by the City; and
e) Be issued by insurance companies licensed to do business in the State of Florida with a financial rating of at least A-VII in the most recent edition of Best's Insurance Reports.

9.4 Certificates of Insurance

Operator shall provide the City with certificates of insurance, evidencing the required coverage prior to the Commencement Date and upon renewal of any policy. The certificates shall reference this Agreement and confirm compliance with all requirements specified herein. If requested by the City, Operator shall provide complete copies of any required insurance policies.

9.5 Waiver of Subrogation

Each Party hereby waives any right of recovery against the other Party for any loss or damage covered by insurance, regardless of whether such loss or damage is caused by the negligence of the other Party. Each Party shall obtain endorsements to its insurance policies as needed to effectuate this waiver of subrogation.

9.6 Compliance with Florida Statutes

Operator's insurance shall comply with all requirements of Section 768.28, Florida Statutes, and other applicable laws regarding insurance for contracts with governmental entities in Florida. Operator acknowledges that the City, as a governmental entity, is entitled to sovereign immunity protections and limitations of liability as set forth in Section 768.28, Florida Statutes.

10. INDEMNIFICATION

Operator shall indemnify, defend, and hold harmless City and its officers, directors, employees, agents, and representatives from and against any and all claims, demands, liabilities, damages, judgments, costs, and expenses (including reasonable attorneys' fees) arising from or relating to: (a) Operator's use or occupancy of the Premises; (b) any breach or default by Operator under this Agreement; (c) any negligent or willful act or omission of Operator or its employees, agents, contractors, or invitees; or (d) any injury to person or property occurring on the Premises, except to the extent caused by City's negligence or willful misconduct. Operator shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature

against the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

11. ALTERATIONS AND IMPROVEMENTS

11.1 Operator's Right to Make Alterations

Operator may make non-structural alterations, additions, or improvements to the Premises with City's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any alterations, additions, or improvements with a cost exceeding TWENTY THOUSAND DOLLARS ($20,000) shall require City's prior written approval of the plans and specifications.

11.2 Ownership of Improvements

All alterations, additions, and improvements made by Operator shall become the property of City upon termination of this Agreement, unless City requires Operator to remove them as provided in Section 11.3.

11.3 Removal of Improvements

Upon termination of this Agreement, City may require Operator to remove any alterations, additions, or improvements made by Operator and to restore the Premises to their original condition, reasonable wear and tear excepted. City shall notify Operator of any such requirement at least thirty (30) business days prior to the termination date.

11.4 Trade Fixtures

Operator may install trade fixtures, equipment, and personal property on the Premises, which shall remain Operator's property and may be removed by Operator at any time, provided that Operator repairs any damage caused by such removal.

12. ASSIGNMENT AND SUBLETTING

12.1 Prohibition on Assignment and Subletting

Operator shall not assign this Agreement, sublet all or any part of the Premises, or permit any other person or entity to use or occupy all or any part of the Premises, without City's prior written consent, which may be withheld in City's sole discretion.

12.2 Change of Control

Any change in the ownership or control of Operator that results in a change in the majority ownership or control of Operator shall be deemed an assignment requiring City's consent under Section 12.1.

12.3 No Release of Operator

No assignment or subletting, even with City's consent, shall release Operator from its obligations under this Agreement.

13. DEFAULT AND REMEDIES

13.1 Operator's Default

Each of the following shall constitute a default by Operator under this Agreement:

a) Failure to pay any Base Rent, under this Agreement within ten (10) business days after the due date;
b) Failure to perform or observe any other covenant, term, or condition of this Agreement, which failure continues for fifteen (15) business days after written notice from City (or such longer period as may be reasonably necessary if the failure cannot be cured within fifteen (15) business days, provided that Operator commences the cure within the fifteen days and diligently pursues it to completion);
c) Abandonment or vacation of the Premises for more than fifteen (15) consecutive business days;
d) Filing of a petition for bankruptcy, insolvency, or reorganization by or against Operator (unless, in the case of a petition filed against Operator, it is dismissed within sixty (60) business days);
e) Appointment of a receiver or trustee for all or substantially all of Operator's assets; or
f) Making an assignment for the benefit of creditors.

13.2 City's Remedies

Upon the occurrence of any default by Operator, City may exercise any one or more of the following remedies without limiting any other right or remedy available to City at law or in equity:

a) Terminate this Agreement by written notice to Operator, in which case Operator shall immediately surrender the Premises to City;
b) Enter upon and take possession of the Premises without terminating this Agreement and without being liable for prosecution or any claim for damages;
c) Collect rent from any sublessee and apply it to the amounts due from Operator;
e) Pursue any other remedy available at law or in equity.

13.3 City's Default

City shall be in default under this Agreement if City fails to perform or observe any covenant, term, or condition of this Agreement, which failure continues for thirty (30) business days after written notice from Operator (or such longer period as may be reasonably necessary if the failure cannot be cured within thirty (30) business days,

provided that City commences the cure within the thirty-day period and diligently pursues it to completion).

13.4 Operator's Remedies

Upon the occurrence of any default by City, Operator may exercise any one or more of the following remedies, without limiting any other right or remedy available to Operator at law or in equity:

a) Terminate this Agreement by written notice to City; or
b) Pursue any other remedy available at law or in equity.

13.5 Mitigation of Damages

Both Parties shall use reasonable efforts to mitigate their damages in the event of a default by the other Party.

14. SURRENDER OF PREMISES

14.1 Condition of Premises

Upon the expiration or earlier termination of this Agreement, Operator shall surrender the Premises to City in good condition and repair, reasonable wear and tear excepted, and shall remove all of Operator's personal property, trade fixtures, and equipment.

14.2 Holdover

If Operator remains in possession of the Premises after the expiration or earlier termination of this Agreement without City's consent, Operator shall be deemed a tenant at sufferance and shall pay rent at the rate of 150% of the sum of the Base Rent for the preceding twelve (12) months. Such holdover shall not constitute a renewal or extension of this Agreement.

15. NOTICES

All notices, demands, requests, or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by nationally recognized overnight courier, or sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City: City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

With a copy to: City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

If to Operator:

FLORIDA TACKLE COMPANY, INC.
1550 U.S. HIGHWAY 1
UNIT 11
BOYNTON BEACH, FL 33435

Attention: RAYMOND D LABONTE and MICHAEL LABONTE
Michael.FloridaTackle@gmail.com
561-676-2837

Either Party may change its address for notices by written notice to the other Party.

16. REPORTING AND COMPLIANCE

16.1 Annual Reports

Within sixty (60) business days after the end of each calendar year, Operator shall, provide the finance director at its own expense, provide the City with an annual report containing:

a) Gross Receipts and Gross Revenues for the month, itemized by category
b.) Any other information reasonably requested by the City.

16.3 Public Records Compliance

Operator acknowledges that this Agreement and all documents related to it are subject to Florida's Public Records Law, Chapter 119, Florida Statutes. Operator shall:

a) Keep and maintain public records required by the City to perform the services under this Agreement;
b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of the Agreement if Operator does not transfer the records to the City; and

d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Operator or keep and maintain public records required by the City to perform the service. If Operator transfers all public records to the City upon completion of the Agreement, Operator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Operator keeps and maintains public records upon completion of the Agreement, Operator shall meet all applicable requirements for retaining public records.

IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE: 100 E. OCEAN AVENUE, BOYNTON BEACH, FL 33435, 561-742-6060, CITYCLERK@BBFL.US.

16.4 E-Verify Compliance

Operator shall comply with Section 448.095, Fla. Stat., “Employment Eligibility,” including registering and using the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the termination date. If this Agreement is terminated for a violation of the statute by the Operator, Operator may not be awarded a public contract for a period of one (1) year after the date of termination.

16.5 No Contingent Fees

Operator warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Operator, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Operator, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

16.6 Conflict of Interest

Operator represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the services required under this Agreement. Operator further represents that no person having any such interest shall be employed by Operator during the Term. Operator shall promptly notify the City in writing of any potential conflicts of interest for any prospective business

association, interest, or other circumstance that may influence or appear to influence Operator's judgment, or the quality of services being provided hereunder.

16.7 Non-Discrimination

Operator shall not discriminate against any person in its operations, activities, or delivery of services under this Agreement. Operator 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, color, religion, sex, age, national origin, marital status, disability, sexual orientation, gender identity or expression, or any other characteristic protected by law.

16.8 Compliance with Employment and Labor Laws

Operator shall comply with all applicable federal, state, and local employment and labor laws, including but not limited to:

a) Fair Labor Standards Act;
b) Equal Pay Act;
c) Civil Rights Act of 1964;
d) Americans with Disabilities Act;
e) Age Discrimination in Employment Act;
f) Family and Medical Leave Act; and
g) Florida Civil Rights Act.

16.9 Scrutinized Companies

By executing this Agreement, Operator certifies that Operator is not participating in a boycott of Israel. The Operator further certifies that Operator is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Operator been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Operator of the City's determination concerning the false certification. The Operator shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Operator shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Operator does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

16.10 Anti-Human Trafficking

On or before the effective date of this Agreement, Operator shall provide City with an affidavit attesting that the Operator does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

16.11 Countries of Concern

The Operator represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the Term.

16.12 Public Entity Crime Act

Operator represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Operator further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Operator has been placed on the convicted vendor list.

16.13 Entities of Foreign Concern

The provisions of this section apply only if Operator or any subcontractor will have access to an individual’s personal identifying information under this Agreement. Operator represents and certifies: (i) Operator is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Operator; and (iii) Operator is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date, Operator and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

17. ADDITIONAL PROVISIONS

17.1 Competitive Bidding Acknowledgment

Operator acknowledges that this Agreement has been awarded in compliance with applicable procurement laws and the City's procurement ordinances and policies. The City represents that all required competitive bidding or other procurement procedures have been properly followed in connection with the award of this Agreement.

17.3 Compliance with Section 287.0582, Florida Statutes

The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Commission.

17.4 Local Business Preference

Operator shall, to the extent permitted by applicable law, utilize local businesses, contractors, and suppliers in the performance of its obligations under this Agreement.

18. MISCELLANEOUS LEGAL PROVISIONS

18.1 Venue and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action, suit, or proceeding arising out of or relating to this Agreement shall be instituted in the appropriate state court in Palm Beach County, Florida, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such action, suit, or proceeding.

18.2 Waiver of Jury Trial

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDING RELATED TO THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

18.3 Sovereign Immunity

Nothing contained in this Agreement shall be construed or interpreted as: (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the City or the State of Florida or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the City beyond the waiver provided in Section 768.28, Florida Statutes. The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or the City's limits of liability as set forth in Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

18.4 Severability

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the

provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

18.5 No Third-Party Beneficiaries

Except as expressly provided herein, nothing in this Agreement is intended to benefit any third party, nor shall any term, provision, covenant, or condition of this Agreement be construed to create any rights in any person or entity not a party to this Agreement.

18.6 Entire Agreement

The Agreement between the City and the Operator with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the Parties' mutual agreement set forth in writing and signed by the Parties.

18.7 Materiality and Waiver of Breach

Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

18.8 Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by force majeure events beyond the reasonable control of such Party, including but not limited to acts of God, hurricane, tornado, fire, flood, earthquake, explosion, war, terrorism, riot, civil disorder, act of any government body, or other similar causes. The Party affected by such force majeure event shall notify the other Party within a reasonable time of the commencement and termination of the force majeure event. The time for performance shall be extended for a period equal to the duration of the force majeure event, provided that if such period exceeds ninety (90) consecutive days, either Party may terminate this Agreement upon written notice to the other Party.

18.9 Counterparts

This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument. Signature

and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Agreement to form one document.

18.10 Time of Essence

Time is of the essence in the performance of all obligations under this Agreement.

18.11 Survival

Any provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement shall survive such expiration or termination and shall remain in effect until all obligations are satisfied.

18.12 Amendments

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties.

18.13 Headings

The headings contained in this Agreement are for the convenience of reference only and shall not affect the interpretation of this Agreement.

18.14 No Construction Against Drafter

The Parties acknowledge that they have both participated in the negotiation and preparation of this Agreement. Accordingly, this Agreement shall not be construed more strictly against either Party, regardless of which Party was responsible for its preparation.

18.15 No Lien

The Operator shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Operator.

18.16 Independent Contractor

The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Operator is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose. Operator shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement.

18.17 Attorney's Fees

If either Party sues to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

18.18 Representation of Authority

Operator represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of the Operator and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that the Operator has with any third party or violates applicable law. Operator further represents and warrants that execution of this Agreement is within Operator's legal powers, and each individual executing this Agreement on behalf of Operator is duly authorized by all necessary and appropriate action to do so on behalf of Operator and does so with full legal authority.

18.19 Regulatory Capacity

Notwithstanding the fact that City is a municipal corporation with certain regulatory authority, City's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If City exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to City as a Party to this Agreement.

18.20 Limitation of Liability

Notwithstanding any provision of the Agreement to which it is applicable, in no event shall City be liable to Operator for punitive or exemplary damages, lost profits, or consequential damages.

(Signatures on following page)

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

CITY OF BOYNTON BEACH, FLORIDA

Rebecca Shelton, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

OPERATOR

(Signature)

MICHAEL LABONTE

Print Name of Authorized Official

VP

Title

(Corporate Seal)

Attested/Authenticated:

(Signature), Witness

Print Name

EXHIBIT A
RFP

EXHIBIT B
Proposal Response

The City of Boynton Beach

DIVISION OF RISK MANAGEMENT
100 E. Ocean Avenue
Boynton Beach, Florida 33435
(P): 561-742-6271 | (F): 561-742-6274
www.boynton-beach.org

VENDOR INSURANCE REQUIREMENTS – PROCUREMENT

1. **INSURANCE REQUIREMENTS:**

The successful bidder/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed the applicable insurance as set forth below. (Proof that insurance meets the City's requirements must be provided prior to providing services to the City of Boynton Beach.)

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- **$1,000,000 each occurrence**
- **$3,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury**
- **$1,000,000 per occurrence for Property Damage**
- **$1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations**

Policy must include coverage for Contractual Liability, Independent Contractors.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability/Malpractice

Coverage must be afforded under a Professional/Allied Health/Malpractice Liability policy with limits not less than:

- **$2,000,000 each occurrence**
- **$3,000,000 annual aggregate**

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance of at least the statutory requirements in addition to Employer's Liability in the amount not less than $1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Management Department, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage
For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the CITY.

Property Coverage (Builder's Risk)
Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

- **All Risk Coverage including Flood and Windstorm with no coinsurance clause**
- **Guaranteed policy extension provision**
- **Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity**
- **Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project**
- **Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment**

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

a. **The Contractor shall provide the City with valid Certificates of Insurance (binders re unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.**
b. **The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.**
c. **In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.**
d. **In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.**
e. **The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.**
f. **The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.**
g. **The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.**
h. **The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.**

The Certificate Holder should read as follows:
City of Boynton Beach
Attn: Risk Management
100 E. Ocean Ave
Boynton Beach, FL 33435

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: These are minimal insurance requirements. Additional insurance, (e.g., Sexual Assault and Molestation, etc.) may be required based upon the type of event, event location, and/or number of participants.

Revised 04/25/2025

REQUEST FOR PROPOSALS (RFP)

RFP No: 25-051R
HARVEY E. OYER JR. PARK
BAIT & TACKLE SHOP
(OPERATOR TERM CONTRACT)

PUBLISH DATE:

April 29, 2025

ALL QUESTIONS DUE:

May 19, 2025 by 5:00 PM

NON-MANDATORY PRE-PROPOSAL CONFERENCE:

May 13, 2025 at 10:30 AM

Location:
CITY OF BOYNTON BEACH
ROOM 115
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435

Also, on: Microsoft Teams
Join the meeting now
Meeting ID: 215 353 062 036 4
Passcode: SD3bt2CN
+1 872-215-6235, 566193322# United States,
Phone conference ID: 566 193 322#

PROPOSAL CLOSING CEREMONY AND DUE DATE:

May 29, 2025 at 3:00 PM

Where to Deliver the Proposal
Boynton-beach.bidsandtenders.net

bids&tenders™ Online Submission Only

Advertisement Date: April 29, 2025

Procurement Representative: Andrew Rozwadowski – RozwadowskiA@bbfl.us

RFP No: 25-051R - Harvey E. Oyer Jr. Park Bait & Tackle Shop (Operator Term Contract)

REQUEST FOR PROPOSALS
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The City of Boynton Beach

Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADVERTISEMENT NOTICE TO PROPOSERS

REQUEST FOR PROPOSALS
RFP No: 25-051R - Harvey E. Oyer Jr. Park Bait & Tackle Shop (Operator Term Contract)

The e-procurement system shall receive Electronic Requests for Proposals (RFPs) up until **May 29, 2025; No Later Than 3:00 P.M. (Local Time);** unless specified otherwise, and may not be withdrawn within (120) Calendar days after such date and time.

All RFPs received will be publicly opened and acknowledged electronically upon receipt by the City's e-procurement system. The e-procurement system does not permit RFPs received after the assigned date and time. For the above reasons, it is recommended that the proposer(s) allow sufficient time to complete their online Submission and to resolve any issues that may arise.

ATTENTION, ALL INTERESTED PROPOSERS:

To obtain documents online, please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

INTRODUCTION AND SCOPE OF REQUESTED SERVICES:

The City of Boynton Beach is seeking proposals from qualified vendors to operate an on-site bait and tackle shop located at 2020 S Federal Hwy, Boynton Beach FL, 33435. The selected proposer or Operator will provide a fully stocked store catering to fishermen and boaters with essential supplies. This initiative aims to enhance the fishing and boating experience in the area while supporting a convenient retail location for last-minute needs.

Revenue opportunities anticipated under this partnership include, but are not limited to:

i. A base facility rental or lease fee
ii. Revenue-sharing through gross monthly sales
iii. Branded merchandise and product promotion
iv. Strategic marketing and sponsorship collaborations
v. Supply sales

This is an exciting opportunity for a seasoned operator to bring a dynamic, creatively curated bait and tackle shop—fueled by entrepreneurial vision—to a facility poised to become a cornerstone of the Harvey E. Oyer Jr. Park Boat Ramp in Boynton Beach.

Proposers must demonstrate at least two (2) years of experience operating a bait and tackle retail business and shall provide two years of verifiable financial documentation certified by a Certified

Public Accountant to establish a consistent and successful track record within the industry.

PRE-PROPOSAL CONFERENCE:

A **NON-MANDATORY** Pre-Proposal Conference and Site Visit Meeting is scheduled for **May 13, 2025, at 10:30 AM**, and will be held at the City of Boynton Beach City Hall Room 115, 100 East Ocean Avenue, Boynton Beach, Florida 33435. Immediately following the conference, there will be a site visit to tour the facility.

All Proposers are strongly encouraged to visit the project site to gain a comprehensive understanding of the facility's scope, assess any site-specific requirements, and identify any special measurements that may be necessary for proposal preparation.

A **Pre-Proposal Conference and Site Visit** will be held as scheduled in the solicitation timeline. This meeting will be recorded, and attendance is **strongly recommended** for all firms intending to submit a proposal. The purpose of the meeting is to provide a forum for discussing the proposed contract, reviewing the solicitation requirements, answering questions, outlining the qualifications requested, and offering instructions for submitting proposals. Additional relevant project information may also be addressed.

Sealed Proposal Packages must be submitted **electronically** through the City's encrypted procurement management system, **bids&tenders™**, no later than the date and time indicated in the solicitation. **Late submissions will not be accepted under any circumstances.** In the event of any dispute regarding the submission time, the system's timestamp shall prevail, and any uncertainty will be resolved in favor of the City.

If discussions during the Pre-Proposal Conference, in the City's opinion, warrant any official changes to the solicitation documents, the City will issue an addendum as deemed appropriate. **No oral statements or discussions during the meeting shall be considered binding** or relied upon as official representations.

All questions prior to the Pre-Proposal Conference must be submitted **in writing** through the City's e-procurement system by the deadline specified in the solicitation. To submit a question, use the "**Submit a Question**" button within the bids&tenders™ platform under the specific solicitation.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation at the advertisement of the Request for Proposal (RFP and shall remain in effect until the City Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Operator or its agent shall directly or indirectly communicate with any member of the City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Division Director or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract that violates the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended

awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.071, sealed Proposal responses received by the City in response to a Request for Proposal are exempt from public records disclosure requirements until thirty (30) business days after the opening of the Proposals unless the City announces intent to award sooner. If the City rejects all Responses submitted in accordance with a Request for Proposal, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Proposal response, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Proposals or replies.

CITY OF BOYNTON BEACH

RFP No: 25-051R - Harvey E. Oyer Jr. Park Bait & Tackle Shop (Operator Term Contract)

SECTION I – INSTRUCTIONS TO PROPOSERS – SUBMISSION REQUIREMENTS

Procurement Definition: A Request for Proposal (RFP) is a procurement method where the City requests proposals to complete a project or enter a term contract. This methodology permits discussions with responsible offerors and revisions to proposals prior to the award of a contract.

The Proposer's qualifications, experience, revenue-sharing proposal, and presentations with the short-listed firms will be factors in the evaluation. The City shall select the most advantageous proposal that best fits the City's needs.

Proposals will be evaluated by an evaluation committee based on the criteria set forth in Section IV – Evaluation of Proposals.

PURCHASING DIVISION

Our Purpose: **The City of Boynton Beach's Purchasing Division is dedicated to fostering equitable and fair competition in our solicitations through a transparent procurement process. We actively collaborate with local vendors to ensure that every participant has an equal opportunity to secure government contracts. Our commitment to fairness and transparency is unwavering.**

Our Mission Statement: *We are unwavering in our commitment to promoting integrity, transparency, and fairness in every step of the procurement process. This dedication is the cornerstone of our mission.*

We strive to maximize value for our community by fostering competitive opportunities for local businesses, ensuring compliance with regulations, and delivering exceptional service to our stakeholders. Through collaboration, planning, and innovation, we aim to support the city's goals while enhancing the economic vitality of our region.

Key Goals: *As guardians of the public trust, our Purchasing Division is deeply committed to its purpose and mission. Upholding the values of vision, integrity, efficiency, and quality service, we strive to fulfill our commitments with unwavering dedication.*

Community Impact: *Our local, state, and nationwide vendors are essential partners in our purpose and mission. We are dedicated to collaborating with qualified, competitive vendors who share our commitment to quality, efficiency, teamwork, and exceptional customer service.*

A Message to our Vendors:

Your work as a vendor is not just about delivering products and services. It's about enhancing the overall value of our services to our residents. We expect high-quality products and efficient services, delivered on time and as specified, to make a real difference in our community. Additionally, we anticipate that our vendors will collaborate with us as a team and maintain the highest standards of integrity in all interactions with the city's offices and departments. These are expectations and standards we hold all our vendors to.

Diligence in fulfilling the requirements of this solicitation will significantly enhance the overall quality of services delivered to our community. The City seeks a firm that embodies these principles in its work, and the successful candidates will be evaluated against the performance standards detailed in this solicitation.

1.0 DEFINITIONS

Whenever the following terms appear in the RFP or Proposal, the intent and meaning shall be interpreted as follows:

"Addenda"
Written or graphic instruments issued before opening solicitations that clarify, correct, or change the solicitation requirements or the contract document.

"Agreement"
The written agreement between the City and the Operator covering the scope of work to be performed, including other Contract Documents attached to the Agreement and made a part thereof. The words "Agreement" and "Contract" are used interchangeably.

"City" or "Owner"
The City of Boynton Beach, Florida, a municipal corporation of the State of Florida

"Contract Administrator"
The Department's Director or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the City concerning the Contract Documents.

"Contract Documents"
The Contract Documents consist of this Agreement, conditions of the contract (General, Supplementary, and other Conditions), drawings, specifications of this solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These Contract Documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

"Operator "
The individual or firm that successfully receives the award for work to be completed as defined by this solicitation. Also referred to as the Successful Proposer.

"Defective"
An adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, or deficient, does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

Effective Date of the Agreement
The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

"Evaluation/Selection Committee"
City Staff and /or outside Operator or subject matter experts who are assigned to evaluate the submitted proposals.

"Interested parties"
Firms or proposers interested in the solicitation and plan to eventually become proposers.

"Notice to Proceed"
A written notice given by the City to the Operator fixing the date on which the contract time will commence to run and on which the Operator shall start to perform the Operator's obligations under the Contract Documents. Such Notice is to be issued by the project Contract Administrator.

"Online e-procurement system" or "e-procurement system"
The City of Boynton Beach's solicitation management system is "bids&tenders."

"Procurement Services"
The Procurement Division - Department of Finance of the City of Boynton Beach.

"Proposer/Offeror/Responder"
Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this solicitation, the terms "Offeror," "Proposer," and "Responder" are used interchangeably and have the same meaning.

"Request for Proposals (RFP)"
A method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract.

"Sub-Operator"
Any person, firm, entity, or organization, other than the employees of the Operator, who contracts with the Operator 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 Operator.

"Responsible Proposer"
This means a person or firm capable of fully performing the requirements in the RFP and agreement and having the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance.

"Responsive Proposer"
This means a Person or firm who has submitted a Proposal that conforms in all material respects to the requirements outlined in this RFP.

"Written Amendment"
A written amendment of the Contract Documents, signed by the City and the Operator on or after the Effective Date of the Agreement and typically dealing with non-technical aspects rather than strictly work-related aspects of the Contract Documents.

"Unit Price or Hourly Wage Work"
Work to be paid for based on unit prices outlined within the RFP.

"Project, Services, or Program"
All matters that will be required to be done by the Operator in accordance with the Scope of Work, Terms and Conditions, and Special Provisions of this RFP.

The following instructions are given to guide Proposers in adequately preparing their response. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

1.1 TYPES OF SOLICITATIONS PROVIDED BY THE CITY

Anytime the City releases a new solicitation, it will contain a suffix of one of the following types:

B = Invitation for Bid (ITB)
R = Request for Proposal (RFP)
RL = Request for Letter of Interest (LOI)
Q = Request for Qualifications (RFQ)
RQ = Request for Quote (RFQ)

This suffix will determine what type of solicitation the City will be procuring.

The City reserves the right to add any additional solicitation types at any time.

1.2 PROCUREMENT DEFINITION FOR SOLICITATION

Request for Proposal (RFP) is a procurement method in which the City requests proposals to complete a project or enter into a term contract. This methodology permits discussions with responsible offerors and revisions to proposals prior to the award of a contract.

The Proposer's qualifications, experience, revenue-sharing proposal, and presentations with the short-listed firms will be factors in the evaluation. The City shall select the most advantageous proposal that best fits the City's needs.

Proposals will be evaluated by an evaluation committee based on the criteria set forth in Section IV – Evaluation of Proposals.

1.3 ONLINE E-PROCUREMENT SYSTEM – (bids&tenders)

A. The City of Boynton Beach utilizes an electronic online e-procurement system service to notify and distribute its solicitation documents; please visit Boynton-beach.bidsandtenders.net.
B. To obtain documents online, please visit Boynton-beach.bidsandtenders.net.
C. Before registering for the opportunity, you may preview the solicitation documents with a Preview Watermark. Documents are not provided in any other manner.
D. Proposers are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the e-procurement System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.
E. For the above reasons, sufficient time is recommended to complete your RFP Submission and resolve any issues that may arise. The online e-procurement system's web clock shall determine the closing time and date.
F. Proposers should contact bids&tenders support listed below at least twenty-four (24) hours prior to the closing time and date if they encounter any problems.

G. The e-procurement system will send a confirmation email to the Operator advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

1.4 EXAMINATION OF CONTRACT DOCUMENTS

A. Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state, grant requirements (if applicable) and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

B. The Offeror, by and through the submission of a Proposal, agrees that it shall be held responsible for having examined the facilities and equipment (if applicable), is familiar with the nature and extent of the work and any local conditions that may affect it, and is familiar with the equipment, materials, parts, and labor required to perform the work successfully.

1.5 ELIGIBILITY OF PROPOSER

To be eligible to participate in this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the contract, have successfully provided services similar in magnitude as those specified in SECTION II. SCOPE OF WORK (SERVICES) of this solicitation to at least one city similar in size and complexity to the City of Boynton Beach or can demonstrate they have the experience with large-scale private sector clients and the managerial and financial ability to perform the services successfully.

1.6 QUALIFICATIONS OF PROPOSERS

A. No e-submission will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Boynton Beach upon any debt or contract or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City.

B. The City is not required to award any jobs to a Proposer, and, if awarded, the Contract "Operator" based solely on their lowest e-submission revenue generating a proposal.

C. Awards will be based on past performance and quality of work in addition to the Operator's RFP response.

D. If selected for a contract, all Operators must perform to the satisfaction of the City before being considered for award of additional contracts.

E. Operator whose performance is unsatisfactory shall be subject to debarment or suspension.

1.7 PRE-PROPOSAL CONFERENCE

The City will hold an in-person, non-mandatory pre-proposal conference for this project. The information regarding such a meeting will be noted on the 1st and 2nd page of this document.

1.8 QUESTIONS AND ADDENDA ON THIS SOLICITATION

From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract Documents. Since all addenda are available to Proposers through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Operator to have received ALL addenda issued.

Proposers should check online at Boynton-beach.bidsandtenders.net before submitting their proposal and until the proposal closing time and date in the event, to ensure no additional addenda are issued.

If a Proposer submits their proposal before the solicitation closing time and date and an addendum has been issued, the e-procurement system shall WITHDRAW the proposal.

The submittal status will change to an INCOMPLETE STATUS, and the Proposal will be withdrawn. The Proposer can view this status change in the "MY BIDS" section of the e-procurement system.

A. The Proposer is solely responsible for creating any required adjustments to their Proposal, acknowledging the addenda, and ensuring the re-submitted Proposal is RECEIVED by the e-procurement System no later than the stated Proposal closing time and date.
B. The Proposer is responsible for submitting written questions or requesting clarification for items included in this solicitation through bids&tenders.
C. All responses to questions or inquiries, interpretations, and supplemental instructions will be in the form of a written addenda, which, if issued, will be posted through bids&tenders.
D. No verbal interpretations may be relied upon.
E. Failure of any Proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document.
F. Proposer shall acknowledge receipt of any addenda through the e-procurement system by checking a box for each addendum and any applicable attachment.
G. It is the Proposer's responsibility to have received all issued addenda. Proposers should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the solicitation closing time and date in the event additional addenda are issued.
H. If any interested parties have received this RFP packet from a source other than bids&tenders directly and the Interested Party is not registered with bids&tenders, they must register with bids&tenders.
I. No negotiations, decisions, or actions shall be initiated by the Proposer because of any discussions with a City employee.
J. Only those communications in writing from the Purchasing Division may be considered a duly authorized expression. Also, only communications from proposers submitted through bids&tenders in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.
K. Late Submittal Responses are not permitted by the e-procurement system.
L. To ensure receipt of the latest information and updates via email regarding this solicitation, or if a Proposer has obtained this solicitation from a third party, the responsibility is on the Proposer to create an e-procurement system vendor account and register as a plan taker for the solicitation with bids&tenders.
M. All expenses for making submittal responses to the City are to be borne by the Proposer.

1.9 MISTAKES WITHIN RFP

Proposers are cautioned to examine all terms, conditions, specifications, scope of work, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure to examine all pertinent documents shall not entitle the Proposer to any relief from the conditions imposed in the Agreement and may lead to the rejection of a proposal.

1.10 SUBMISSION OF THE PROPOSAL

A. The City's e-procurement solicitation system shall receive ELECTRONIC SOLICITATION SUBMISSIONS ONLY.
B. **Hardcopy submissions are not permitted.**
C. Electronic Request for Proposals for this solicitation shall be received by the City's e-procurement system no later than the time outlined on page #1 of this solicitation.
D. Late responses are not permitted by the e-procurement system. It shall be the sole responsibility of the Proposer to have their Request for Proposals submittal submitted online.
E. All proposals shall be submitted in English.

F. All prices, terms, and conditions proposed in the submitted response shall be expressed in U.S. Dollars and will be firm for acceptance for ONE HUNDRED TWENTY (120) calendar days after the closing of the RFP.

1.11 SOLICITATION FORMS

A. The Proposer will submit a response to the solicitation (RFP) on the proposal submission forms provided. All proposal submissions prices, amounts, and descriptive information must be entered into the e-procurement system bids&tenders.
B. The Proposer must state the price and the time of delivery for which they propose to deliver the equipment or service requested.
C. The Proposer must be licensed to do business as an individual, partnership, or corporation in the State of Florida.
D. All proposal submission forms should be executed and submitted for easy identification. Responses not submitted on the proposal submission forms may be rejected.
E. All proposal submissions are subject to the conditions specified in this solicitation document. Submittals that do not comply with these conditions may be rejected.

1.12 EXECUTION OF SOLICITATION DOCUMENTS

Proposal submissions to this solicitation must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

1.13 CAUSES FOR REJECTION

No response will be canvassed, considered, or accepted which, in the opinion of the City's evaluation committee, is incomplete, informal, or unbalanced, or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify a response for all items called for in the schedule may render the proposal invalid.

1.14 REJECTION OF PROPOSALS

A. The City reserves the right to reject any proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is appropriately qualified to carry out the obligations and to complete the work contemplated.
B. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal shall be considered irregular and may be rejected if it indicates serious omissions, alterations in form, additions not called for, conditions, unauthorized alternates, or irregularities of any kind.
C. The City reserves the right to reject any or all proposals, waive such technical errors, waive informalities or irregularities in any response received, re-advertise, or take any other actions as may be deemed best for the interests of the City.

1.15 WITHDRAWAL OF PROPOSALS

Any Responder may, without prejudice to themself, withdraw its response at any time prior to the expiration of the time during which responses may be submitted. Such withdrawal request must be in writing and signed in the same manner and by the same person who signed the response through bids&tenders. After the expiration period for receiving responses, no proposal can be withdrawn.

1.16 NO SUBMITTAL

A NO SUBMITTAL response can be submitted online through bids&tenders™ the e-procurement system.

1.17 SOLICITATION DEADLINE

The Proposer is responsible for ensuring that the proposal is submitted electronically by or at the proper time and date before the solicitation deadline. The e-procurement solicitation system does not permit late submission responses.

1.18 RIGHTS OF THE CITY FOR THIS REQUEST FOR PROPOSALS (RFP)

The City reserves the right to the following:

A. Reject any or all proposals.
B. Reject or cancel any or all proposals during the procurement process.
C. Reissue the solicitation.
D. Extend the RFP deadline time and date.
E. Procure any item by other means.
F. Increase or decrease the quantity specified in the Request for Proposals (RFP).
G. Consider and accept an alternate proposal as provided herein when most advantageous to the City.
H. Waive any defect, irregularity, or informality in any RFP procedure.
I. Waive as an informality technical error, minor deviations from specifications, defect, or accept a portion of any proposal deemed to be the most responsive, responsible Proposer(s) representing the most advantageous submission to the City.
J. In determining the "most advantageous proposal," price, quantifiable factors, and other factors are considered. Such factors include but are not limited to:
    a. Statement of Work
    b. Price Proposal
    c. Other factors contributing to the overall RFP outlined in SECTION IV – EVALUATION OF PROPOSALS.
K. Consideration may be given but is not necessarily limited to conformity to the specifications, including timely delivery; product warranty; a Proposer's proposed service; ability to supply and provide service; delivery to required schedules; and past performances in other agreements with the City or other government entities.

1.19 PROTEST PROCEDURE

Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing, addressed to the Division Director, Purchasing, via hand delivery, or mail, along with a protest cash bond in an amount equal to 5% of the submittal price or $5,000, whichever is less.

The bond will be refunded to a protester if the protest is upheld. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Division within the deadlines as follows:

A. If the protest relates to a Request for Proposal, it must be received before the solicitation submittal deadline date.

B. If the protest relates to any other matter relating to the solicitation, including the intent to award of an agreement, the protest must be received no later than **THREE (3)** regular business days after the date of the intent to award notification of award by a member of the purchasing staff.

Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

1.20 MINIMUM STANDARDS REQUIRED BY THE CITY

Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Proposer has the following:

A. The appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements.
B. A satisfactory record of performance.
C. A satisfactory record of integrity.
D. Qualified legally to contract within the State of Florida and the City of Boynton Beach.

E. Supplied all necessary information in connection with the inquiry concerning responsibility.

1.21 DISQUALIFICATION OF PROPOSER

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe collusion exists between proposers.

Automatic disqualifiers are as follows:

A. Not being licensed to perform the required work by the Proposer.
B. Not being eligible to submit a proposal due to violations listed under "Public Entity Crimes."
C. Not completing all required forms outlined in Section III 3.4 F.

1.22 INFORMATION AND DESCRIPTIVE LITERATURE

The Proposer must furnish all information requested in the spaces provided on the proposal submission form. Further, as may be specified elsewhere, each Proposer may need to submit cuts, sketches, descriptive literature, and technical specifications covering the products or services offered for proposal evaluation. Reference to literature submitted with a previous submittal or on file with the City will not satisfy this provision.

1.23 INTERPRETATIONS

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, officer, or employee during the solicitation process as described in the Cone of Silence except as otherwise specified. If the Proposer would be in doubt as to the meaning of any of the solicitation documents or believes that the plans and/or specifications contain errors, contradictions, or reflect omissions, the Proposer shall direct questions to the Purchasing representative through the e-procurement solicitation system only by clicking on the "Submit a Question" button for this solicitation, no later than ten (10) calendar days prior to the solicitation deadline.

1.24 CERTIFICATIONS, LICENSES, AND PERMITS

A. Unless otherwise directed by the City, the Proposer would provide a copy of all applicable certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Licensing Board in the name of the Proposer.
B. If applicable, the Proposer shall also maintain a current Local Business Tax Receipt (Occupational License) for the County and all permits required to complete the contractual service at no additional cost to the City.
C. A County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. It shall be the responsibility of the Proposer to obtain all certifications, licenses, and permits, if required, to complete the services at no additional cost to the City.
D. It is the responsibility of the Proposer to ensure all required certifications, licenses, and permits are maintained and are current throughout the term of the Agreement, inclusive of any renewals.
E. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.
F. Failure to meet this requirement shall be considered a default of the Agreement.

1.25 SUB-CONSULTING

A. If a Proposer utilizes sub-Proposer for any portion of the Agreement for any reason, the Proposer will state the name and address of the sub-Proposer and the name of the person to be contacted on the online form within the e-procurement system under "Schedule of Sub-Proposer."
B. The City of Boynton Beach reserves the right to accept or reject any or all proposals wherein a sub-Proposer is named and to make the award to the Proposer, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City.

C. The City also reserves the right to reject a submission of any Proposer if the solicitation names a sub-Proposer who has previously failed to perform an award properly or failed to deliver on-time contracts of a similar nature, or who cannot perform correctly under this award.

D . The City reserves the right to inspect all facilities of any sub-Proposer to determine the foregoing.

E. The sub-Proposer will be equally responsible for meeting all requirements specified in this Request for Proposals (RFP).

F. Proposers are encouraged to seek participation from minority and women-owned business enterprises in subcontracting opportunities. The City reserves all rights to determine the foregoing.

1.26 ESCALATOR CLAUSE

Any proposal that is submitted subject to an escalator clause will be rejected.

1.27 EXCEPTIONS BY PROPOSER

A. Incorporation in a proposal of exceptions to any portion(s) of the Contract Documents may invalidate the proposal. Exceptions to the Scope of Work and/or Special Provisions shall be clearly and specifically noted in the submitted proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS,**" which shall be attached to the proposal.

B. Any exceptions taken to the terms and conditions of the solicitation or the City's Agreement shall be considered a part of the Proposer's solicitation response and will be considered by the City in its evaluation. Any exception not specifically stated is deemed waived. Submission of any exceptions does not denote acceptance by the City. Furthermore, taking exceptions to the City's terms and conditions may be viewed unfavorably by the City/evaluation committee and ultimately may impact the overall evaluation of a Proposer's submittal.

C. The use of the Proposer's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract Documents.

1.28 TRADE SECRET

Any language contained in the Proposer's proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is, in the City's opinion, a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City that the Proposer claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

1.29 ANTI-KICKBACK AFFIDAVIT

Each Proposer shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

1.30 CONFLICT OF INTEREST / GIFT POLICY

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. All Proposers shall disclose the name of any City employee or relative of a City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches.

A. CONFLICT OF INTEREST:

No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a Proposer considered for a City contract.

In addition, the Proposer shall disclose to City in writing all federal criminal law violations involving fraud, bribery, or gratuity that potentially affect the award of this solicitation. Failure to make the required disclosures can result in withheld payments, award termination, suspension, or debarment of the proposer.

B. ORGANIZATIONAL CONFLICT OF INTEREST:

The Proposer shall not have activities or relationships (a) causing the Proposer to be unable, or potentially unable, to render impartial assistance or advice to the City; (b) impairing the Proposer's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.

1.31 GIFT POLICY

No Proposer who is a party to, or receives a benefit from, this Agreement shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the City. Further, no officer, employee, or agent of the City shall solicit or accept a gratuity, favor, or anything of monetary value from a Proposer who is a party to, or receives a benefit from, this Agreement.

1.32 CONFIRMATION OF MINORITY-OWNED BUSINESS

It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Proposer shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its submission.

1.33 LOCAL BUSINESS PREFERENCE

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Requests for Proposals, Requests for Qualifications, or Requests for Letters of Interest, the solicitation shall include a criterion for Local Businesses of five percentage points (5%) of the total points in the evaluation criteria published in the solicitation. Local Preference shall not be applied when its application would result in an award that exceeds the otherwise lowest responsive, responsible Proposer by 5% or $5,000 whichever is lower. For all acquisitions made pursuant to Requests for Proposals, Requests for Qualification, or Requests for Letters of Interest, where the solicitation includes a qualitative ranking rather than a quantitative selection, the evaluation criteria shall include a Local Business preference, as reasonably determined by the Purchasing Division, consistent with the intent of this Policy. Each such solicitation shall clearly define the application of the Local Business preference."

Respondents must include the Local Business Status Certification acknowledgement with their RFP submissions to be considered for a local business preference.

Failure to submit this form at the time of RFP submittal will result in the Respondent being found ineligible for the local business preference for this solicitation and will receive zero (0) points for that criterion.

If the Respondent meets the requirements of a local business as defined by the preference, the proposal will be awarded the total 5 points allotted by each evaluation committee member. Firms not meeting the Preference requirements will receive zero points in this evaluation criterion.

1.34 AWARD OF AGREEMENT:

A. Agreement(s) or purchase order(s) will be awarded by the City to the most qualified, responsive, responsible Proposer whose submission represents the most advantageous proposal to the City, the price of the proposal, and other factors considered.

B. Proposals will be evaluated based on the evaluation factors and standards set forth herein. The City reserves the right to reject all proposals and waive technical errors as set forth herein.

C. In the event of a court challenge to an award by any Proposer, damages, if any, resulting from an award shall be limited to actual proposal preparation costs incurred by the challenging Proposer. Each party shall be responsible for its own attorney's fees and costs.

D. In no case will the award be made until all necessary investigations have been made into the Proposer's responsibility and the City is satisfied that the most qualified, responsive, responsible Proposer is qualified to do the work and has the necessary organization, licenses, permits, capital, and equipment to carry out the required work within the time specified.

1.35 SIGNING OF AGREEMENT:

An Award Letter will be presented to the Proposer. Within ten (10) calendar days after the award letter is issued, the Proposer should sign and deliver the Agreement to the City with the required bonds (if applicable) and insurance certificates. After receiving and approving such documents, the Agreement would be executed within thirty (30) calendar days. The City intends to deliver a fully signed and executed Agreement to the Proposer. At times, a purchase order will be issued in lieu of a formal agreement.

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RFP No: 25-051R - Harvey E. Oyer Jr. Park
Bait & Tackle Shop (Operator Term Contract)
SECTION II – SCOPE OF WORK (SERVICES) – TERM CONTRACT

2.1 BACKGROUND

The City of Boynton Beach is seeking proposals from qualified vendors to operate an on-site bait and tackle shop located at 2020 S Federal Hwy, Boynton Beach, FL, 33435. The selected proposer or Operator will provide a fully stocked store catering to fishermen and boaters with essential supplies. This initiative aims to enhance the fishing and boating experience in the area while supporting a convenient retail location for last-minute needs.

2.2 SCOPE OF SERVICES

The City of Boynton Beach is soliciting proposals from qualified vendors to operate a full-service, onsite bait and tackle shop designed to meet the needs of the local fishing and boating community. The selected operator will provide a well-stocked retail space offering all essential products that fishermen and boaters may need, particularly those items frequently forgotten before heading out to sea.

The Operator will be responsible for the utility and electric bill for the facility.

A. **Core Offerings Must Include:**
   i. **Frozen Bait:** A reliable supply of commonly used frozen bait for both inshore and offshore fishing, including but not limited to ballyhoo, shrimp, squid, sardines, and mullet.
   ii. **Tackle:** A variety of tackle items such as hooks, sinkers, leaders, lures, and swivels to accommodate various fishing styles and preferences.
   iii. **Accessories:** A range of boating and personal-use accessories including hats, sunglasses, seasick pills, face buffs, towels, bottled water, and sodas.
   iv. **Tools:** Essential fishing tools including pliers, fillet knives, cutters, buckets, and gloves.
   v. **Artificial Baits:** An assortment of artificial lures including jigs, spoons, and other commonly used options.
   vi. **Grab-and-Go Food (Pending Approval):** Pre-packaged meals or sandwiches, that are stamped with an expiration date, or similar food items, enabling early morning customers to conveniently grab a bite before heading out on the water.

B. **Additional Feature: Ice Vending Machine**
   Vendors should also include plans to install and maintain a **24-hour ice vending machine** on the east side of the building. The machine must be accessible at all hours, offering both bulk and bagged ice to help customers preserve their catch and provisions.

C. **Hours of Operation**
   i. Proposed shall propose to the City the hours they would like to operate the bait and tackle shop, with the flexibility to adjust hours upon request by the City.
   ii. Special accommodations may be required for City-hosted events or holiday activities.

D. **Parking and Site Use**
   i. The operation is expected to require no more than two (2) dedicated staff parking spaces.

ii. Customers will typically pull up for brief visits to pick up supplies prior to launching their boats, minimizing the need for long-term parking or congestion near the ramp.

2.3 PICTURES OF THE FACILITY

The building's structure is approximately 21 feet by 23 feet, and it contains one bathroom and one office.









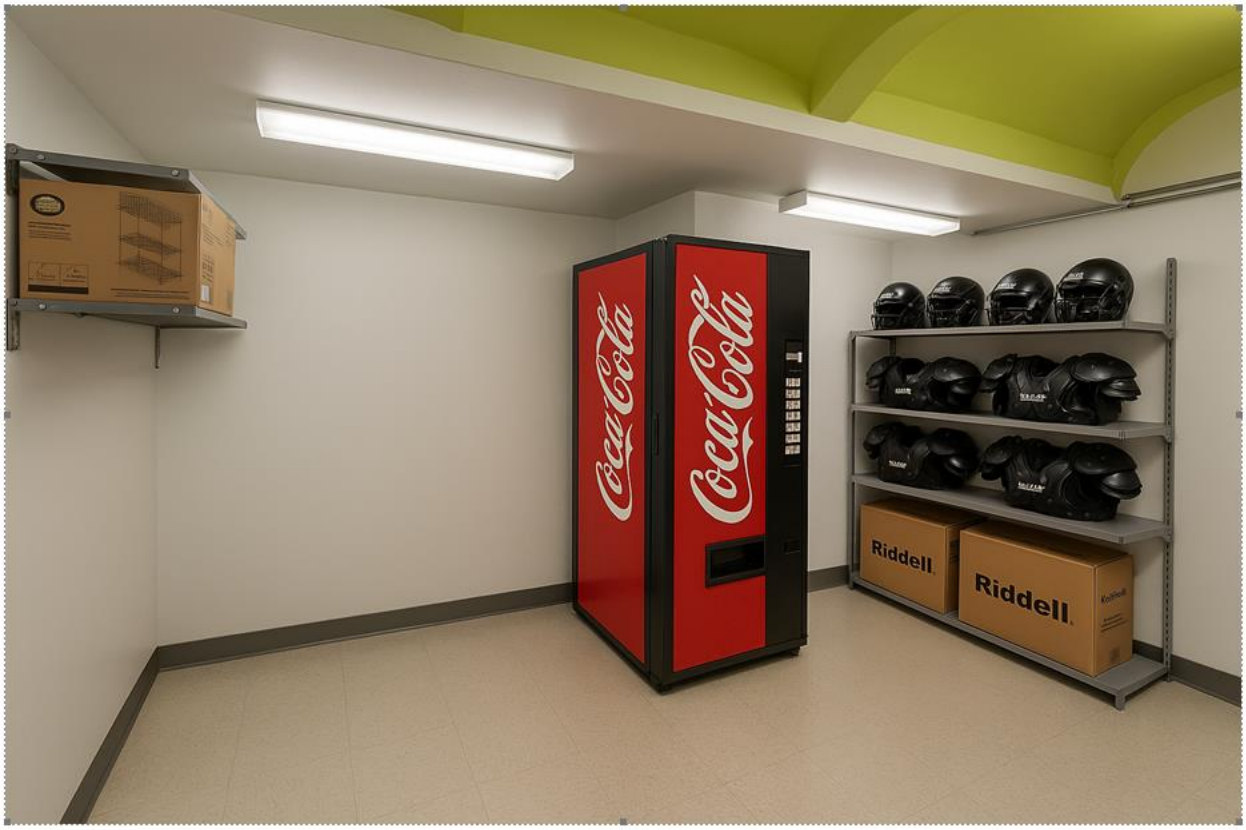



FLORIDA FISHING
ACADEMY



Please note that the City will clear the entire building prior to awarding the contract to the Operator.

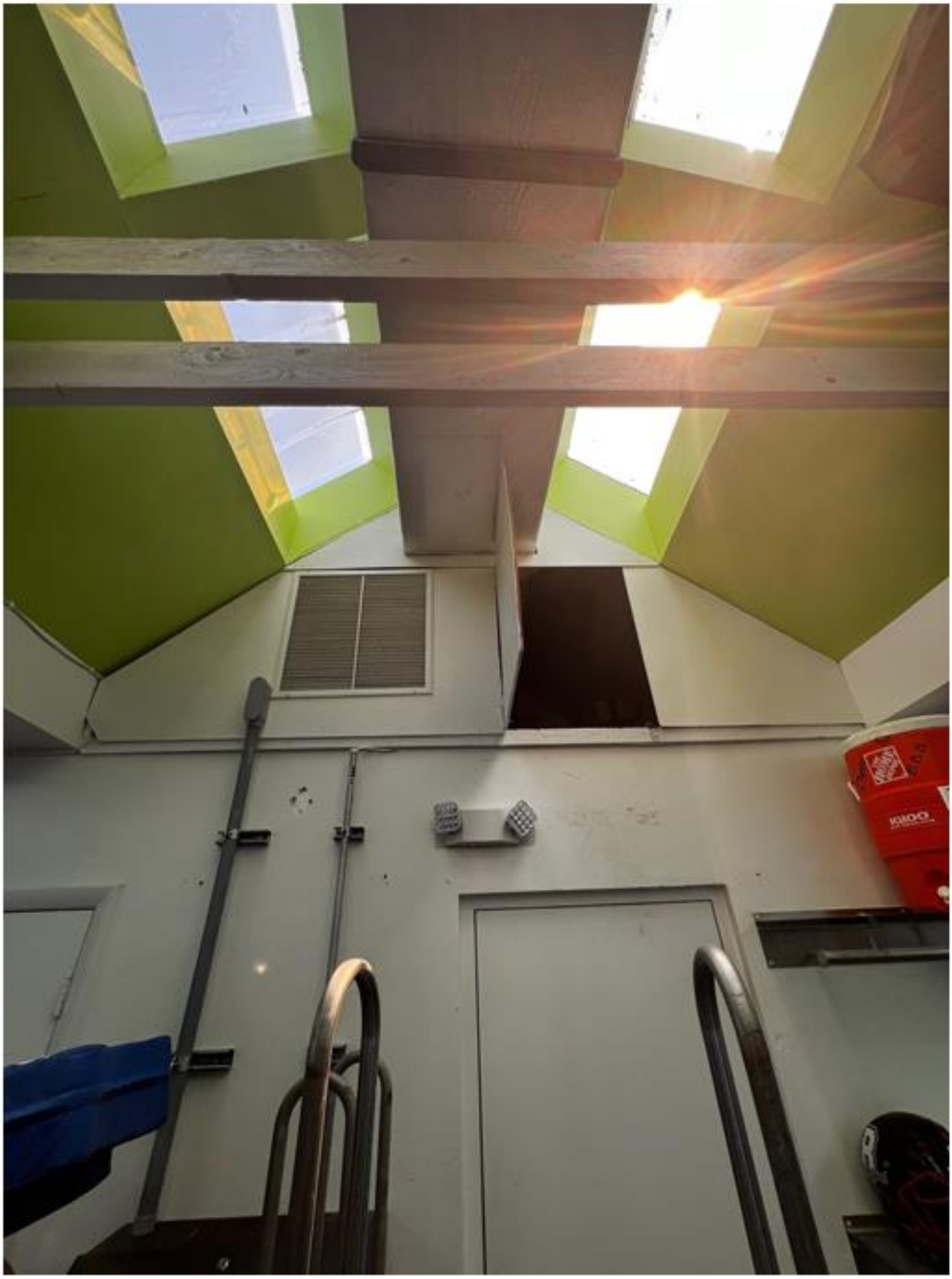



Coca-Cola
Coca-Cola
Riddell
Riddell


EXIT


EXIT
RIDGID









2.4 TERM OF CONTRACT

The City will award this contract for a **FIVE-YEAR (5)** period and reserves the right to extend for an additional **TWO (2)** additional **TWO-YEAR** periods with City Approval required.

2.5 VISION

The City of Boynton Beach envisions the on-site bait and tackle shop as a vibrant amenity that enhances the waterfront experience for residents and visitors alike. This retail offering will serve as a one-stop destination for fishing and boating essentials, supporting recreational and professional anglers while contributing to the City's goal of fostering a thriving, accessible, and service-oriented marina environment. Through this public-private partnership, the City aims to promote local economic development, elevate customer

convenience, and reinforce Boynton Beach's reputation as a premier coastal community, gateway to the Gulf Stream for outdoor and marine activities.

2.6 PROPOSER'S VISIONARY FIVE-YEAR PLAN

Proposers are encouraged to articulate a forward-thinking five-year vision that aligns with the City's commitment to enhancing the marina experience. This plan should outline how the bait and tackle shop will evolve over time to meet the growing needs of the fishing and boating community.

Proposers should consider long-term goals such as expanding product offerings, integrating new technologies for customer convenience, hosting educational or community events, and incorporating sustainable business practices. The vision should demonstrate a clear roadmap for continuous improvement, customer engagement, and partnership with the City to elevate the marina as a regional destination for recreational and marine activity.

2.7 FACILITY MANAGEMENT OPERATIONS

The selected proposer shall be responsible for the daily management, cleanliness, and overall upkeep of the bait and tackle shop facility, including any outdoor vending components such as the ice machine. This includes maintaining organized and well-stocked displays, ensuring all equipment and fixtures are in safe working condition, and providing routine cleaning of both interior and exterior areas to maintain a professional and welcoming environment.

Proposers must outline their plan for staffing, inventory control, safety procedures, and maintenance schedules. The facility must comply with all applicable health, safety, and building codes. The City reserves the right to inspect the premises at any time to ensure compliance with operational standards and the terms of the agreement.

The Operator agrees to maintain the Havey Oyer Site in a clean, safe, and sanitary condition at all times that promotes a healthy and safe environment.

2.8 FACILITY UPGRADES

Proposers are encouraged to include in their proposal any recommended facility upgrades that would enhance the functionality, aesthetics, and customer experience of the bait and tackle shop. These may include interior renovations, signage improvements, exterior enhancements, lighting upgrades, or the integration of energy-efficient systems.

Any proposed improvements must align with the City's design standards and be pre-approved by the City prior to implementation. The proposer shall be responsible for the cost, permitting, and coordination of all approved upgrades unless otherwise negotiated. Proposed enhancements should demonstrate long-term value, improve operational efficiency, and contribute to the overall appeal of the marina environment.

2.9 FACILITY USE

The selected proposer shall utilize the designated space solely for the purpose of operating a bait and tackle shop in support of the fishing and boating community. The facility is intended to serve as a convenient, customer-focused retail environment that provides essential products and services aligned with the scope outlined in this RFP. Any alternative or ancillary use of the facilities such as food service, vending, or hosting events—must receive prior written approval from the City of Boynton Beach.

The proposer shall ensure that all operations remain consistent with the intended public benefit of the space, complementing the marina's overall function as a recreational and tourism asset.

The contract agrees that no one can become a tenant of the property or be allowed to have sleeping quarters overnight at the facility. Operator agrees not to allow the facility to become vacant or unoccupied, which will be a violation and breach of contract.

Operator agrees to use the facility only for lawful activities, not as a storage facility of any kind, and abides by all regulatory requirements of the City in reference to noise or detriment.

No illegal activities shall be tolerated and shall be grounds for immediate breach and termination of the contract. The City reserves the right to inspect and review the property at any time to confirm compliance.

2.10 SECURITY OF FACILITY

The Operator shall be responsible for implementing and maintaining adequate security measures to protect the facility, its inventory, equipment, and customers 365 days a year. This includes securing all entry points during non-operating hours, installing appropriate locks and alarm systems, and ensuring the premises are well-lit and monitored as necessary. Proposers are encouraged to outline their approach to safeguarding cash handling, employee protocols, and overnight storage of high-value items. The City shall not be held liable for any theft, loss, or damage to the proposer’s property. All security protocols must comply with applicable laws and be reviewed and approved by the City prior to installation or implementation.

Any events that threaten personal property, cause life safety issues for residents, or cause health hazards to the general public must be reported immediately to the City as an Incident Report.

The Incident Report must include the following information: date and time of the event, ,the parties who were involved and a description of what happened and submitted to Craig Clark, Director of Recreation & Cultural Services (clarkc@bbfl.us) , Fabien Desrouleaux, Assistant Director of Recreation & Cultural Services and (RiskManagement@bbfl.us).

The Operator shall keep a running list of all incidents and report on a monthly basis to the City’s Recreation & Cultural Services.

2.11 FACILITY BRANDING AND MARKETING PROMOTION

Operator must have written approval of all items sold and that will be branded or marketed with City logo symbols. Apparel items used for product promotions, marketable items will include all merchandise that is created for the facility marketing efforts and special events programs that will be held on the facility site, virtual or on the website.

Operator agrees to provide a rate percentage of total gross sales of all products, endorsements, and merchandise to be paid on a monthly basis to the City as a part of revenue sharing expense.

2.12 GRANT RELATED CAPITAL IMPROVEMENT PROJECTS

The Proposers agrees to work with the City on grant funded projects sponsored by the City for Capital Improvement Projects and to maintain compliance for audits and general record keeping, storage and reporting requirements as stated in the grant applications.

The City will establish a shared revenue percentage based on the Statement of Work and funds available from the grant funding source. The Statement of Work will describe what resources and services are needed from the Operator.

2.13 MINIMUM QUALIFICATIONS OF PROPOSER

Qualifications will only be considered from firms engaged in providing services as described in this RFP and who can provide evidence that they have established a satisfactory performance record in meeting the qualification requirements established in the RFP. Emphasis should be placed on the qualifications and experience of key personnel who will be directly involved in the work. Any sub-operator proposed for collaboration shall be identified.

The responder should submit the following information with a statement of qualifications. The City will use this information, along with any other data, to determine whether the responder is qualified to provide the specified service and work.

Proposers must meet the following minimum qualifications to be considered responsive:

A. Industry Experience: At least two (2) years of verifiable experience in operating a bait-and-tackle retail business or a similar marine-focused retail operation.
B. Financial Stability: Ability to provide recent financial statements or other verifiable documentation demonstrating the financial capacity to operate and sustain the business.
C. Licensing and Compliance: Possession of all required local, state, and federal licenses, permits, and certifications necessary to operate a retail business in Florida, including those applicable to the sale of bait, food, beverages, and any vending machines.
D. Operational Capability: Demonstrated ability to maintain consistent hours of operation, manage inventory, provide exceptional customer service, and uphold facility cleanliness and safety standards.
E. Staffing Plan: Sufficient staffing resources to support daily operations, with staff trained in retail customer service, product knowledge, and general safety procedures.
F. Insurance Requirements: Ability to obtain and maintain all insurance coverage as required by the City, including general liability, property, and workers' compensation insurance. The Operator shall obtain product liability insurance and provide guidance on bait selection; therefore, they are required to maintain professional liability insurance.

2.14 EXPECTED TIMELINE BY THE CITY

The City plans to award this contract by the Summer of 2025. The Proposer(s) shall act as an independent Operator and not as an employee of the City.

2.15 GENERAL

The Operator(s) shall furnish all tools, materials, equipment, sub-Operator, labor, supervision, necessary to operate the bait and tackle shop. Operator to maintain and complete the assigned as outlined in the agreed-upon scope of work/services provided within this Request for Proposals. The City reserves the right to negotiate the Agreement's final terms, conditions, and pricing structure as may be in the City's best interest.

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RFP No: 25-051R - Harvey E. Oyer Jr. Park Bait & Tackle Shop (Operator Term Contract)

SECTION III – SUBMISSION OF PROPOSALS

3.1 GENERAL REQUIREMENTS

The Technical Proposal aims to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this RFP. As such, the substance of the Proposal will carry more weight than its length, form, or manner of presentation. The Technical Proposal should demonstrate the qualifications of the Operator and the particular staff to be assigned to this engagement. It should also specify an approach that meets or exceeds the RFP requirements.

The Operator shall provide sufficient organization, personnel, and management to carry out the requirements of this RFP expeditiously and economically, consistent with the City's needs. Additionally, the Operator will be required to demonstrate recent experience successfully completing services similar to those specified in this RFP.

3.2 CERTIFICATION AND LICENSES

Proposers must include copies of all applicable certificates, licensing, and business permits related to the Work specified in the scope of work with their proposals.

3.3 DETAILED PROPOSAL

Each of the Eleven (11) sections listed below shall be completed online through the e-procurement system.

ALL PROPOSAL FORMS ARE TO BE COMPLETED ONLINE

A. Letter of Interest

i. A signed letter summarizing the proposer's interest in the opportunity and ability to meet the City's needs.
ii. Include the primary point of contact's name, title, and contact information.

B. Company Profile

i. Legal business name, year established, ownership structure, and office location.
ii. If the Principal place of business is different than the location specified in the Proposer's Qualification Statement, then the Operator shall specify the office location where each project will be managed and produced.
iii. Summary of business operations and relevant history.
iv. Proof of authorization (SUNBIZ) from the Florida Secretary of State to transact business in the State from prime and supporting firms.

C. Proposer's Experience and Qualifications

i. Description of management team and key personnel qualifications.
ii. An organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as "key contract members".
iii. Provide resumes for all key project members outlining the relevant experience and education.
iv. Identify the services that your Firm's staff would complete and those

provided by the sub-Operator, if any.

v. Identify any sub-Operator you propose to utilize to supplement your Firm's staff. (Maximum of 4 pages)

vi. Business and Marketing Plan Model

vii. Proposer Outline of Investments, Development, and Future Expansion

viii. Revenue Sharing Opportunities

ix. **(SEE SAMPLE CONTRACT FOR FURTHER IDEAS)**

D. Financial Documentation

i Proposer shall demonstrate financial stability and provide a statement of their financial stability, including information as to current or prior bankruptcy proceedings by providing a copy of the most recent audited annual financial statements prepared and certified by a CPA containing a balance sheet, an income statement, and a statement of cash flows.

ii The financial statements requested will develop five financial analytical insights, which include the following:

a) **Working Capital** - measures liquid assets that provide a safety cushion to creditors.

b) **Accounts Receivable** – as a percentage of current assets, which will provide information about assets not yet received and therefore unavailable at the present time to be used as resources.

c) **Receivables to Current Assets** - receivables as a percentage of current assets that would reveal the size of receivables in current assets and the opportunity cost associated with it.

d) **Long Term Debt** - measurements representing the percentage of a corporation's assets that are financed with loans and financial obligations lasting more than one year.

e) **Cash Ratio** - an indicator of a company's liquidity by measuring the amount of cash, cash equivalents or invested funds there are in current assets to cover current liabilities.

E. Operational Plan

i Daily operations plan, including staffing, hours of operation, inventory management, and customer service protocols.

ii Plan for maintaining cleanliness, safety, and compliance with local City codes.

iii Proof of or commitment to obtain all required licenses and permits.

iv Certificate of insurance or letter of insurability demonstrating ability to meet City insurance requirements.

v Proposer shall demonstrate to the City the cash controls they will create to alleviate the potential of fraud.

F. Product and Service Offerings

i A list of all bait, tackle, tools, accessories, food and beverage offerings, and any additional merchandise to be sold.

ii Description of ice vending machine model, location, and maintenance plan.

G. Visionary Five-Year Plan

i A forward-looking plan detailing goals for growth, service enhancements, community engagement, and potential facility upgrades.

H. Facility Upgrades (Optional)

i Any proposed physical or technological upgrades to enhance the appearance, functionality, or customer experience of the space.

I. Submittal of General Information and Procurement Forms and Documents

Procurement forms should be completed, signed, and notarized when required and submitted. In addition, all other requests and supporting documentation should be included.

*a. Proposers Qualification Statement – **Upload Online***
*b. Non-collusion Affidavit of Proposer– **Upload Online***
*c. E-Verify Form Under Section 448.095 – **Upload Online***
*d. Certification Pursuant to Florida Statute § 287.135 - **Upload Online***
*e. Anti-Kickback Affidavit – **Upload Online***
*f. Affidavit of Compliance with Foreign Entity Laws - **Upload Online***
*g. Affidavit of Compliance with Anti-Human Trafficking Laws - **Upload Online***
*h. Copy of Proposers W9 - **Upload Online***
*i. Proposer Acknowledgement – **Online Acknowledgement***
*j. Addenda Acknowledgement – **Online Acknowledgement***
*k. Confirmation of Minority-Owned Business - **Online Form***
*l. Confirmation of Drug-Free Workplace - **Online Acknowledgement***
*m. Palm Beach Inspector General - **Online Acknowledgement***
*n. Local Business Certification - **Supplier Must Present a copy of Certification**.*
*o. Statement of non-submittal (if applicable) - **Online Form***
p. Schedule of Sub-Operator – Input list, if applicable.
*q. Submit current Florida Professional License(s), including evidence of possession of required licenses – **Upload Online***
*r. Submit proof of Professional Liability Insurance at the levels identified on the Insurance Advisory Form as an attachment. – **Upload Online***
*s. Submit any Supplemental information relative to this RFP – **Upload Online***

J. References – Past Performance - Completed Online

i Minimum of three (3) business references in the past ten years with contact information, including the following:
  a. Address
  b. Contact Name, Email Address
  c. Telephone Number

ii Include a brief summary of the relationship and services provided.

The City is interested in learning about other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact persons must be informed that they are being used as a reference and that the City, or their designee, will be contacting them for information. Selection Committee Members or designee may **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

K. Proposed Revenue Sheet is a separate document where Proposers will input the proposed revenue share for this contract. Completed through bids&tenders.

RFP No: 25-051R - Harvey E. Oyer Jr. Park Bait & Tackle Shop (Operator Term Contract)

SECTION IV – EVALUATION OF PROPOSALS

4.1 EVALUATION METHOD AND CRITERIA

The City's Purchasing Division Agent or Designee will conduct a preliminary evaluation of each Proposal through the City's electronic e-procurement system, Boynton-beach.bidsandtenders.net.

This evaluation determines if the Proposal is responsive to the submission requirements as outlined in this solicitation based on the information provided about your firm. A responsive Proposal follows the solicitation requirements, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

The City will assemble an Evaluation and Selection Committee, herein referred to as "Selection Committee," comprised of City staff and an outside Proposer(s), if deemed necessary. The Selection Committee may utilize the City's e-procurement system to electronically evaluate all submittals based on the information provided and criteria as set forth in this solicitation. The City's Selection Committee will act in what they consider to be the best interest of the City and its residents. **Proposed Revenue shall not be the sole determining factor for selection.**

The selection of the best-qualified Respondent(s) will be based on whether the Respondent(s) are responsible and responsive, which means a Firm that has submitted a proposal that conforms in all material respects to the requirements in this RFP. The criteria provided below is provided to assist the Proposer in the allocation of their time and efforts during the submission process.

These criteria serve as the evaluation framework used by the Evaluation Committee during both the scoring and, if applicable, the shortlisting process.

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Evaluation Criteria Table

No.	Evaluation Criteria	Description	Max Points	Weight (%)
TECHNICAL STAGE				
1	Experience, Qualifications, and Financial Stability	Demonstrated experience (minimum of 2 years) in operating a bait and tackle or similar retail business. Includes review of financial documentation illustrating business stability.	0-20	25%
2	Operational Plan	Quality and feasibility of the daily operational approach, including staffing, hours of operation, inventory management, facility maintenance, and compliance with City requirements.	0-20	15%
OFFERING TO THE PUBLIC				
3	Inventory and Service Offering	Relevance and diversity of bait, tackle, accessories, tools, vending, and food offerings as well as the financial stability to meet customer needs.	0-20	15%
4	Implementation Timeline	Realism and readiness of the proposed timeline to launch and sustain operations.	0-20	5%
PROPOSED REVENUE TO CITY				
5	Proposed Monthly Lease Payment	Monthly lease amount submitted with the proposal.	15%	
6	Proposed Percentage of Gross Sales	Monthly percentage of gross sales offered to the City.	15%	
PREVIOUS REFERENCES				
7	References	Strength and relevance of references, particularly from municipal or similarly scaled operations.	0-20	5%
LOCAL BUSINESS PREFERENCE				
8	Local Business Preference	Proposer is a registered business with a physical address in the City of Boynton Beach. Documentation must be provided.	0 or 5	5%
Total – Written Proposal			**Up to 145**	**100%**
9	Presentations (If Requested)	Presentations to be evaluated separately by the Evaluation Committee if deemed necessary.	0-25	25%

Local Business Preference

In accordance with City of Boynton Beach Administrative Policy No. 10.16.01, a local business preference of five percentage points (5%) of the total evaluation score shall be applied for businesses located within the City of Boynton Beach.

To receive this preference:

- Respondents must submit the **Local Business Status Certification Form** with their proposal.
- Failure to submit this form at the time of submittal will result in **zero (0) points** awarded for this criterion.
- Qualifying firms will receive **5 points** from each Evaluation Committee member.
- Firms not meeting the requirements will receive **zero (0) points**.
  Note: This preference is not applicable where prohibited by local, state, or federal grant funding.

Scoring Formula – Proposed Monthly Lease Payment
Scoring for the lease payment will be calculated proportionally:
Score = (P / P_max) × Score_max
Where:

- **P** = Proposer's monthly lease amount
- **P_max** = Highest lease amount among all proposals
- **Score_max** = Maximum points for this criterion (e.g., 20 points)

$$\text{Score} = \left(\frac{P}{P_{\max}}\right) \times \text{Score}_{\max}$$

Example (Score_max = 20):

- Proposal A: $10,000 → (10,000 / 10,000) × 20 = 20 points
- Proposal B: $8,000 → (8,000 / 10,000) × 20 = 16 points
- Proposal C: $5,000 → (5,000 / 10,000) × 20 = 10 points

Scoring Formula – Proposed Percentage of Gross Sales
Scoring for revenue share will be based on the percentage of gross revenue offered:
Score = (P / P_max) × Score_max
Where:

- **P** = Proposer's percentage offered
- **P_max** = Highest percentage among all proposals
- **Score_max** = Maximum points for this criterion (e.g., 20 points)
  Example (Score_max = 20):

$$\text{Score} = \left(\frac{P}{P_{\max}}\right) \times \text{Score}_{\max}$$

- Proposal A: 15% → (15 / 15) × 20 = 20 points
- Proposal B: 12% → (12 / 15) × 20 = 16 points
- Proposal C: 10% → (10 / 15) × 20 = 13.3 points

Presentations (If Required)
If presentations are requested:

- Each shortlisted proposer may be asked to present to the Evaluation Committee.
- Presentations will be scored from **0 to 25 points**, weighted at **25%** of the overall evaluation.
- The Committee may choose to waive presentations if a clear top-ranked proposer is evident from the written responses.

4.2 EVALUATION CRITERIA SCORING

Each Evaluation Committee Member shall assign a score from 0 to 20 for each criterion based on their individual assessment of the Proposer's response. The following qualitative guidelines are intended to standardize scoring and ensure consistent evaluations across committee members:

18–20 – Outstanding Response

A highly comprehensive and exceptional submission that exceeds all stated requirements. The proposal is detailed, insightful, and demonstrates authoritative expertise. It may include innovative recommendations or value-added elements not specifically requested but beneficial to the City.

15–17 – Excellent Response

A well-developed and thoughtful response that fully meets all RFP requirements. The proposal reflects strong experience, understanding, and preparedness relevant to the category, and offers meaningful insights.

11–14 – Good Response

A solid and complete submission that meets all requirements. The response is clear, logical, and demonstrates a good grasp of the subject matter, with no significant weaknesses.

6–10 – Fair Response

An adequate submission that meets the basic expectations but lacks depth or detail. While complaint, the proposal provides limited insight or added value and reflects only a moderate understanding of the subject.

1–5 – Inadequate Response

A minimal or insufficient response that barely meets the criteria. The proposal lacks clarity, completeness, and understanding of the RFP requirements.

0 – Failed or No Response

The proposer failed to address the evaluation criterion or did not provide a response at all.

4.3 ORDINAL RANKING

The Evaluation Committee may decide collectively to exercise the option of Ordinal Ranking, in which evaluators rank proposals from best to least favorable based on overall quality, innovation, and feasibility. If ordinal ranking is used, the following criteria will apply:

- The highest-ranked vendor will be recommended for the contract award.
- The City would negotiate with the top-ranked proposer(s) to finalize contract details before presenting the final contract to the City Commission for approval.

4.4 ADDITIONAL CLARIFICATION

The City reserves the right to seek clarification from any or all Proposers if the information received during the evaluation process requires further explanation. Clarifications may be requested either before or after shortlisting, depending on what the Evaluation Committee determines to be in the best interest of the City.

4.5 BEST AND FINAL OFFER

A process requested from one Proposer or short-listed proposers for their best price(s) for a specific solicitation before determining a contract award. This shall be at the discretion of the Evaluation Committee. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions.

The City reserves the right to request Best and Final Offers from any or all Proposers if it is determined that further revisions to the proposal, including the proposed price, are necessary.

4.6 SELECTION PROCESS

A. An Evaluation Committee consisting of the City's staff members, and may include outside Consultant as deemed necessary, will review each written submission to ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFP.

B. This weighted criterion is the evaluation framework the Evaluation Committee uses during the shortlist and scoring process.

C. The Evaluation Committee review of proposals meeting will be scheduled and publicly noticed and is open to anyone who wants to attend. All Evaluation Committee members' scores may be electronically opened and read aloud for discussion among the Evaluation Committee members.

D. The Evaluation Committee may, at its sole discretion, request discussions or interviews or require presentations, additional information, or clarification of any information submitted by Respondent(s).

E. The Evaluation Committee may establish equal time limits for all firms as necessary to facilitate its evaluation. If conducted and after the completion of the discussions, interviews, or presentations, the Committee will utilize the presentation points outlined above.

F. After the final rankings are determined, City staff or the Evaluation Committee will initiate negotiations with the top-ranked firm. Once an acceptable contract is finalized, which may include a Best and Final Offer, the agenda item with the final contract will be presented to the City Commission for final approval.

G. After approval by the City Commission, the City Representative authorized to execute contracts will execute an Agreement(s) based on the attached draft contract developed from this Request for Proposals (RFP).

H. The City reserves the right to include additional provisions if the inclusion is in the City's best interest, as determined solely by the City.

I. CONTACT WITH ANY PERSONNEL OF THE CITY OF BOYNTON BEACH OTHER THAN THE PROCUREMENT REPRESENTATIVE DURING THE SOLICITATION, EVALUATION, AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

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RFP No: 25-051R - Harvey E. Oyer Jr. Park Bait & Tackle Shop (Operator Term Contract)

SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting Agreement. The term "vendor," as used below, may collectively apply to vendors, bidders, proposers, Consultant, Proposer, sub proposers, and sub-operator.

5.1 FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:

Before submitting a proposal to this RFP, proposers shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

Proposers must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Proposer shall not be a cause for relief from responsibility.

5.2 NON-COLLUSION

Proposer shall not collude, conspire, connive, or agree, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by a person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The Proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

5.3 LEGAL CONDITIONS

Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and Ordinances of the City of Boynton Beach.

5.4 CONFLICT OF INTEREST

The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

5.5 ADDITIONAL HOURS QUANTITIES

The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices proposal in this solicitation.

If additional quantities are not acceptable, the price proposal sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

5.6 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

5.7 LEGAL REQUIREMENTS:

Proposer shall comply with all Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the PROPOSER will in no way be a cause for relief from responsibility.

5.8 ON PUBLIC ENTITY CRIMES

All Request for Proposals as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract or provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a PROPOSER, supplier, Sub

PROPOSER, vendor, or Proposer under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

5.9 FEDERAL AND STATE TAX:

The City of Boynton Beach is exempt from Federal and State taxes.

5.10 PURCHASE ORDER REQUIRED:

The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips, and all correspondence concerning the order.

5.11 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

The Proposer certifies that all material, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the Proposer, and the material equipment, etc. delivered, is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

Proposer certifies that all employees, Sub Proposers, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

5.12 PALM BEACH COUNTY INSPECTOR GENERAL:

The Proposer and, if awarded Proposer, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Proposer and its sub-Proposer and lower-tier sub-Proposer.

The Proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Proposer or its sub-Proposer or lower-tier sub-Proposer to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this Agreement justifying its termination.

5.13 OTHER AGENCIES

Any Agreement(s) resulting from this RFP and from this submitted proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Proposer(s).

5.14 VENUE AND GOVERNING LAW:

Any and all legal actions arising from or necessary to enforce this solicitation and resulting Agreement will be held exclusively in Palm Beach County and shall be interpreted according to the laws of Florida.

5.15 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

A. The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.

B. During the performance of the Agreement, the Operator and its sub-Proposer shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

C. The Proposer will take affirmative action to ensure that employees and those of its sub-Proposer are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

D. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

E. The Proposer and its sub-Proposer shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer

setting forth the provisions of this nondiscrimination clause.

F. The Proposer further agrees that they will ensure that all sub-Proposer, if any, will be made aware of and will comply with this nondiscrimination clause.

G. The Proposer understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

5.16 INDEPENDENT PROPOSER RELATIONSHIP:

The Proposer and, if awarded Operator, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting Agreement, an independent Operator and not an employee or agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall, at all times and in all places, be subject to the Operator's sole direction, supervision, and control. The Operator shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Operator's relationship, and the relationship of its employees, to the City shall be that of an independent Operator and not as employees or agents of the City.

5.17 OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

5.18 LOBBYING - CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Operator or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for the award of contract to the Proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

5.19 LEGAL EXPENSES:

The City shall not be liable to an OPERATOR for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the Agreement, or any other matter generated by or relating to the Agreement.

5.20 NO THIRD-PARTY BENEFICIARIES:

No provision of this RFP or agreement/contract to follow with Operator is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Proposer.

5.21 DIRECT OWNER PURCHASES:

The City reserves the right to issue purchase orders for materials to either the PROPOSER/Operator/Vendor or the City's suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

5.22 SCRUTINIZED COMPANIES:

By submission of a proposal for this solicitation, Operator, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Agreement, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company: Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Syria.

5.23 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

5.24 NON-EXCLUSIVE

As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida contract pursuant to the City's Procurement Policy, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after an agreement/contract may be awarded.

Additionally, the City reserves the right to award other agreements for goods and services falling within the scope of this solicitation and resultant Agreement when the specifications differ from this solicitation or resultant Agreement, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant Agreement.

5.25 BUSINESS INFORMATION

If a proposing firm is a Joint Venture for the goods/services described herein, the Operator all, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

5.26 AGREEMENT

Operator agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding Agreement is formed in accordance with the City's terms, conditions, and specifications as set forth in the purchase order unless otherwise agreed by the City and the Proposer. The Operator certifies that the proposal has been made by an officer or employee having the authority to bind the Proposer.

5.27 ENDORSEMENTS

No endorsements by the City of the goods and/or services will be used by the Operator in any way, manner, or form.

5.28 DRUG-FREE WORKPLACE

The Operator shall implement and maintain a drug-free workplace program of at least the following items:

A. 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.

B. Inform employees about the dangers of drug abuse in the workplace, the Proposer'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.

C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.

D. In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under contract, the employee will abide by the terms of the statement and will notify the Operator 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) calendar days after such conviction or plea.

E. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any

employee who is so convicted or so pleads.

F. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

5.29 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Operator represents and certifies that Operator, and all Sub-Operator do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Operator represents and certifies that Operator, and all Sub-Operator shall not provide or use such covered telecommunications equipment, system, or services during the Term.

5.30 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Operator is a responsible Operator. Proposers are further notified that the City's governing body may not give preference to an Operator based on the Proposer's social, political, or ideological interests.

5.31 RIGHTS IN DATA

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by OPERATOR pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

5.32 DOCUMENTATION OF COSTS

All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

5.33 PUBLIC RECORDS

Sealed documents received by the City in response to a Request for Proposals are exempt from public records disclosure until thirty (30) calendar days after the opening of the RFP unless the City announces intent to award sooner, in accordance with Florida Statutes 119.071.

The Operator agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings, or data relating to the Agreement which have been created as a part of the vendor's services or authorized by the City as a reimbursable expense, whether generated directly by the Operator, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of contract with the City or the Operator, and wherever located shall be the property of the City.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. All submitted information that the responding Operator believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07, Chapter 688, and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

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

A. Keep and maintain public records required by the City to perform the service.

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law.

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the Agreement, Operator shall destroy all copies of such confidential and exempt records remaining in its possession once the Operator transfers

the records in its possession to the City; and

D. Upon completion of the Agreement, Operator shall transfer to the City, at no cost to the City, all public records in Operator's possession. All records stored electronically by Operator must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. Failure of the Operator to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the resulting Agreement. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to, the right to terminate for cause.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

5.34 **SOVEREIGN IMMUNITY**

Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

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RFP No: 25-051R - Harvey E. Oyer Jr. Park Bait & Tackle Shop (Operator Term Contract)

SECTION VI – SPECIAL PROVISONS – TERM CONTRACT

The Operator will be responsible for supplying all necessary labor, staffing, supplies, equipment, and all other needed resources to run the facility operations at its own expense. The City is not responsible for any agreements, contracts, expenditures, debt, or credit incurred by the Operator regarding managing facility operations and additional services mentioned in this RFP for the City of Boynton Beach.

The following special conditions shall apply to all Proposers and eventually to the Operator(s) who are awarded the contract for these services.

6.1 ASSIGNMENT

Any contract issued pursuant to this request for proposal and the funds that may come due hereunder are not assignable except with the prior written approval of the City.

6.2 AGREEMENT TERM AND EXTENSION

The City will award this contract for a **FIVE-YEAR (5)** period and reserves the right to extend for an additional **TWO** additional **TWO-YEAR** periods.

The City agrees to an additional **ONE HUNDRED EIGHTY (180)** calendar days extension by mutual agreement and by filing a written notice signed by the Operator and the City's Purchasing Department without further City Commission action. This extension shall provide the City with continual services for an additional term of One Hundred and Eighty Calendar days.

6.3 CHANGES TO SCOPE AND ADDITIONAL SERVICES

CITY or Operator may, from time to time, request changes that would increase, decrease, or otherwise modify the scope of services, as described in Section II – Scope of Work to be provided under this Agreement subject to the requirements.

Such changes or additional work must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

Operator shall continue to render services while seeking a change order unless such services have not been authorized herein, by written amendment, or change order.

Services to be performed while seeking a change order which have not been described herein or in a separate written amendment or change order shall be performed at the Operator's own risk. In no event will the Operator be compensated for any services which have not been described either herein or in a separate written amendment or change order.

6.4 INDEMNIFICATION

The Operator shall indemnify, hold harmless, and defend City and all of City's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from

and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Operator, or any intentional, reckless, or negligent act or omission of Operator, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Operator shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the City Attorney, any sums due Operator under this Agreement may be retained by City until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

The Operator shall also be liable to the City for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the City by reason of the Operator's breach of any of the provisions of the contract. Operator shall not be responsible for negligent acts of the City or its employees. Further, the Operator shall hold the City harmless and indemnify the City for any funds that the City is obligated to refund the Federal Government arising out of the conduct, activities, or administration of the Agreement by the Operator.

6.5 TERMINATION - SEE SAMPLE AGREEMENT

6.6 PERFORMANCE OF OPERATOR

The Operator shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

Failure on the part of the submitting Operator to comply with the conditions, terms, specifications, and requirements of the RFP shall be cause for cancellation of the RFP award, notwithstanding any additional requirements enumerated in the Special Conditions herein relating to performance-based contracting.

The City may, by written notice to the Responding Firm, terminate the Agreement for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance. The Operator agrees to a final walkthrough of the facility for acceptance building, equipment, supplies, tools, and all other items that belong to the city in their possession. The Operator agrees to pay damages for any items that are not returned in working condition, broken, lost, severely damaged.

6.7 INSURANCE REQUIREMENTS – SEE SAMPLE CONTRACT FOR LIMITS

If an Operator is providing a service under this Agreement, then the Operator shall, at its sole expense, always maintain in full force and effect during the life of this Agreement, insurance coverages, and limits (including endorsements), as required by the City.

These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the Operator under this Agreement.

All coverages shall be provided on a primary basis with the City endorsed as an Additional Insured as follows: "**The City of Boynton Beach**". The Operator shall provide the City with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the City (normally within 2 working days after request). Failure to maintain the required insurance shall be considered a default of the Agreement.

It shall be the responsibility of the Operator to maintain workers' compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance; during the time any of his/her personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the Operator until such time as the items and/or work have been accepted by the City. The Operator shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida. The City will not accept any company that has a rating less than B+ in accordance with A.M. Best's Key Rating Guide, latest edition.

6.8 FORCE MAJEURE

The Agreement which is awarded to the Operator may provide that the performance of any act by the City or Operator thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from the performance by acts of God, pandemic, epidemic, emergency orders, the elements, war rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third parties or City forces and in such event, the City shall withhold payment due to Operator for such period of time. If the condition of force majeure exceeds a period of 14 business days the City may, at its option and discretion, cancel, or renegotiate the Agreement.

6.9 INSPECTION AND ACCEPTANCE OF SERVIVES PRODUCED

The City has the right to review, require correction, if necessary, and accept the work produced by the Operator. Such review(s) shall be carried out within thirty (30) calendar days to not impede the work of the Operator. Any product of work shall be deemed accepted as submitted if the City does not issue written comments and/or required corrections within thirty (30) calendar days from the date of receipt of such product from the Operator.

The Operator shall make any required corrections promptly at no additional charge and return a revised copy of the work requested to the City within seven (7) business days of notification or a later date if extended by the City.

Failure by the Operator to proceed with reasonable promptness to make necessary corrections shall be a default. If the Operator's submission of corrected work remains unacceptable, the City may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

6.10 CONTINGENCY FEE

Operator represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Operator, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Operator, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this

Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

6.11 PERFORMANCE REVIEW EVALUATION:

The awarded Operator(s) may receive a performance evaluation by City Staff during the course of the term contract. The City's Project Manager shall complete performance evaluations at the first year of the contract or more frequent intervals as required by the Agreement **and** at the time of the end of the term contract.

Should the services provided by the Operator fail to meet the expectations of the City's Project Manager, the Operator shall have a period of ten (10) working days from the date notice is given to the Operator by the City to correct all deficiencies under the contract.

All corrections shall be made to the satisfaction of the City Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the contract without the City being liable for any and all future obligations under the Agreement as determined by the City at its sole discretion.

The City, in its judgment, may elect to compensate the Operator for any accepted work product through the date of termination of an authorized Purchase Order, provided it is in a form sufficiently documented and organized to allow subsequent utilization in completing the work product.

The City's Project Manager shall contact a Procurement representative to advise of any performance issues so that Procurement can assist with bringing performance back to acceptable standards. It is equally important to complete the "Operator Performance Evaluation Form whenever any of the performance indicators are either "marginal" or "unsatisfactory". In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the City's Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

The Contract Performance Evaluation Form enclosed within this document illustrates a sample evaluation form to be used by the City for the various types of services provided by the City.

6.12 ANTI-HUMAN TRAFFICKING

On or before the Effective Date of the Operator entering into an Agreement with the City, the Operator shall provide the City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

6.13 VERIFICATION OF EMPLOYMENT ELIGIBILITY – E-VERITY

Operator represents that Operator, and each Sub-Operator have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Operator violates this section, City may immediately terminate this Agreement for cause and Operator shall be liable for all costs incurred by City due to the termination.

6.14 ENTITIES OF FOREIGN CONCERN

The provisions of this section apply only if Operator or any Sub-Operator will have access to an individual's personal identifying information under this Agreement. Operator represents and certifies: (i) Operator is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Operator; and (iii) Operator is not organized under the laws of and does not have its principal place of business in, a foreign country of concern.

On or before the Effective Date, Operator and any Sub-Operator that will have access to personal identifying information shall submit to the City executed affidavit(s) under penalty of perjury, in a form approved by the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes.

Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.15 SUCCESSORS AND ASSIGNS

The City and the Operator each bind themselves and their successors and assigns to the other party in respect to all provisions of the Agreement. Neither the City nor the Operator shall assign, sublet, convey, or transfer its interest in the Agreement without the prior written consent of the other.

6.16 ENUMERATION OF PRECEDENCE OF CONTRACT DOCUMENTS

If any portion of the Contract Documents appears to conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

The Fully Executed Agreement
The Scope of Work (Services)
The Instructions to Proposers
The Special Conditions
Standard General Terms and Conditions
Proposer's Proposal

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RFP No: 25-051R - Harvey E. Oyer Jr. Park Bait & Tackle Shop (Operator Term Contract)

SECTION VII – PRICE PROPOSAL FORM

PRICE PROPOSAL WILL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

THE SCHEDULE OF REVENUE GENERATING PRICES CONSISTS OF THE FOLLOWING:

The selected Operator will be responsible for the day-to-day operation of the Havey E. Oyer Jr. Park Bait and Tackle Shop. Responsibilities include but are not limited to: the retail sale of bait, tackle, and fishing supplies; live bait handling and inventory; equipment rentals; customer service; basic shop upkeep; coordination of fishing-related events; and marketing and promotion of shop offerings, as outlined in this Request for Proposals (RFP).

The Proposer is asked to please complete the proposal table below with proposed rates for the items listed below:

1	Proposed Monthly Lease for the Bait and Tackle Shop that shall be remitted to the City	$_____

2	Revenue Activity Description	Percent Remitted to City
a.		_____%

APPENDIX 'A'

OPERATING SERVICES

RFP No: 25-051R - Harvey E. Oyer Jr. Park Bait & Tackle Shop (Operator Term Contract)

RFP No: 25-051R - Harvey E. Oyer Jr. Park Bait & Tackle Shop (Operator Term Contract)

SECTION VIII – SAMPLE TERM AGREEMENT - CITY-OWNED

This **REVENUE SHARING LEASE AGREEMENT** (the "Agreement") is made and entered into as of _____, 2025 (the "Effective Date"), by and between the City of Boynton Beach, a Florida municipal corporation, with its principal place of business at 100 E. Ocean Ave., Boynton Beach, FL 33435 (the "City") and _____, a Florida _____ with its principal place of business at _____ ("Operator"). (The City and Operator are sometimes individually referred to as a "Party" and collectively as the "Parties").)

RECITALS

WHEREAS, the City is the owner of certain real property located at _____, Florida _____, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property");

WHEREAS, the Property includes structures and facilities suitable for operation as a bait and tackle retail shop, including storage, customer service, merchandising, and limited food and beverage sales;

WHEREAS, the City has determined that it is in the best interest of the public to engage an experienced operator to manage and operate the bait and tackle shop (the “Shop”);

WHEREAS, the City issued procurement solicitation RFP No. 25-051R seeking proposals from firms offering to operate a bait and tackle shop, a copy of which is incorporated into this Agreement by reference;

WHEREAS, Operator desires to lease the Property from the City for the purpose of operating a bait and tackle shop; and

WHEREAS, Operator’s proposal was selected by the City’s selection committee;

WHEREAS, negotiations pertaining to the subject matter of this Agreement were undertaken between the Parties and this Agreement incorporates the results of such negotiations;

WHEREAS, the City and Operator wish to enter into this Agreement to establish the terms and conditions under which Operator will lease and operate the Shop, including provisions for sharing revenue generated from the Shop's operations, in accordance with all applicable Florida laws governing municipal contracts;

WHEREAS, this Agreement was approved by the City Commission of the City of Boynton Beach by Resolution No. _____ on _____, 2025, in accordance with all applicable laws and procedures;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. LEASE OF PROPERTY

1.1 Lease

The City hereby leases to Operator, and Operator hereby leases from the City, the Property for the Term (as defined below), subject to the terms and conditions set forth in this Agreement.

1.2 Premises

The leased premises (the "Premises") consist of:

a) Bait Shop
b) Parking areas;
c) Office space; any
d) Bathroom

1.3 Condition of Premises

Operator acknowledges that it has inspected the Premises and accepts the Premises in their current "AS IS" condition, except as otherwise specified in **Exhibit C** (if applicable).

1.4 Public Purpose and Benefit

The Parties acknowledge that the Premises constitute a public facility owned by the City and that this Agreement is intended to advance the public interest by enhancing waterfront access and recreational opportunities for residents and visitors of the City. The Operator shall operate and maintain the Bait and Tackle Shop in a manner that aligns with this public purpose, ensuring the facility is clean, safe, welcoming, and efficiently managed to meet the needs of the community.

2. TERM, RENEWAL, AND TERMINATION

2.1 Initial Term

The initial term of this Agreement shall be for a period of **FIVE (5)** years, commencing on _____, 2025 (the "Commencement Date") and ending on _____, 20__ (the "Initial Term"), unless earlier terminated as provided herein.

2.2 Renewal Options

Provided that Operator is not in default under this Agreement, Operator shall have the option to renew this Agreement for **TWO (2)** additional periods of **TWO (2)** years each (each, a "Renewal Term") on the same terms and conditions as set forth herein, with City approval, except for adjustments to the Base Rent and Revenue Share percentages as provided in Sections 3.1 and 3.2.

The Parties must enter into a written amendment to exercise a renewal option. If Operator does not intend to agree to the exercise of a renewal option, it must provide the City with at least 180 business days' written notice prior to the expiration of the then-current term.

2.3 Term

As used herein, "Term" shall mean the Initial Term and any Renewal Term(s) exercised by Operator.

2.4 Termination for Cause

This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) calendar days after receipt of written notice from the aggrieved party identifying the breach ("Cure Period"). The party in breach may, within the Cure Period, request an extension to the Cure Period for a reasonable time if such party demonstrates best efforts to cure such breach. his Agreement may be terminated for cause as provided for herein for reasons including, but not limited to, Operator's repeated (whether negligent or intentional) submission of false or incorrect reports, Operator's failure to perform the scope of services suitably, or failure to continuously perform the scope of services in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if Operator is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if Operator provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

If either party erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective nine (9) months after receipt of such written notice of termination for cause.

2.5 Termination for Convenience

City shall have the right to terminate this Agreement for convenience upon a minimum of nine (9) months written notice to Operator. This time period may be extended up to an additional thirty (30) business days, at the City's sole discretion, if Operator delivers a written request to the City Manager for an extension within sixty (60) business days from receipt of the initial notice. Operator's written extension request shall include sufficient explanation and documentation to allow the City to reasonably grant same. In the event that City terminates this Agreement for convenience, within ninety (90) business days following the effective date of such termination, City shall pay Operator the amount expended by Operator and approved by City for Operator's capital improvements to the

Premises during the Term of this Agreement, minus an annual ___ percent (___%) depreciation for each approved improvement. For the purposes of this Agreement, "capital improvement" shall mean permanent improvements including, but not limited to, structures, complete mechanical, plumbing, or electric systems, and permanent fixtures.

2.6 Termination to Protect Health, Safety, or Welfare

The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health, safety, or welfare.

2.7 Notice of Termination

Notice of termination shall be provided in accordance with the "Notices" section of this Agreement, except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

3. RENT AND REVENUE SHARING

3.1 Base Rent

Operator shall pay to City a base rent of $_____ per month ("Base Rent"), due on the first day of each month during the Term, without demand, offset, or deduction. The Base Rent shall increase by _____% on each anniversary of the Commencement Date.

3.2 Revenue Share

In addition to the Base Rent, Operator shall pay to City a percentage of Gross Revenue (as defined below) generated from the Premise's operations (the "Revenue Share") according to the following schedule:

a) _____% **of the Gross Revenue from all sales must be paid by the Operator by the 10th of the following month**1.

3.3 Definition of Gross Revenue

"Gross Revenue" means all revenue and income of any kind generated from the Premises' operation, whether by credit, barter, exchange, or otherwise, before any deductions for expenses, taxes, or other items. Gross Revenue shall not include:

a) Sales or other taxes collected from customers and remitted to the appropriate taxing authority;
b) Refunds or credits to customers for returned merchandise or canceled services;
c) Insurance proceeds; and
d) Security deposits (except to the extent applied as rent or forfeited).

3.4 Payment of Revenue Share

Operator shall calculate the Revenue Share on a monthly basis and shall remit the Revenue Share to City within ten (10) business days after the end of each calendar month. Each Revenue Share payment shall be accompanied by a detailed statement showing the calculation of Gross Revenue and the Revenue Share for the applicable month.

3.5 Records and Audit Rights

Operator shall maintain complete and accurate books and records of all revenue and expenses related to the operation of the Premises. City shall have the right, upon reasonable notice and during normal business hours, to inspect and audit Operator's books and records to verify the calculation of Gross Revenue and the Revenue Share.

If an audit inspection in accordance with this section discloses underpayment (of any nature) by Operator to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's audit shall be reimbursed to the City by the Operator and (2) liquidated damages in the amount of 15% of the underpayment shall be assessed. Any adjustments and/or payments that must be made as a result of the audit inspection, including any interest, audit costs, and liquidated damages, shall be made by the Operator within 45 business days from the presentation of the City's findings to the Operator. Failure by Operator to permit such audit shall be grounds for termination of this Agreement by the City.

3.6 Minimum Annual Guarantee

Notwithstanding the Revenue Share percentages set forth in Section 3.2, Operator guarantees that the total Revenue Share payments for each calendar year during the Term will be at least $_____ (the "Minimum Annual Guarantee"). If the total Revenue Share payments for any calendar year are less than the Minimum Annual Guarantee, Operator shall pay the difference to City within thirty (30) business days after the end of the calendar year.

3.7 Capital Investment

Operator shall make a capital investment of not less than $_____ in improvements to the Premises within the first ____ years of the Initial Term (the "Required Capital Investment"). The Required Capital Investment shall be used for [SPECIFIC IMPROVEMENTS, e.g., court resurfacing, lighting upgrades, facility renovations, etc.]. All improvements shall be subject to City's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed.

4. SECURITY AND DAMAGE DEPOSITS

4.1 Security Deposit

Upon execution of this Agreement, Operator shall deposit with City the sum of $_____ as a security deposit (the "Security Deposit").

4.2 Use and Return of Security Deposit

City may use the Security Deposit to remedy any default by Operator under this Agreement, including but not limited to failure to pay rent, failure to repair damage to the Premises, or failure to leave the Premises in clean condition upon termination of this Agreement. Within thirty (30) business days after the termination of this Agreement and Operator's vacation of the Premises, City shall return the Security Deposit to Operator, less any amounts properly withheld by City, along with an itemized statement of any amounts withheld.

4.3 Performance Deposit

Prior to the commencement of any services under this Agreement, Operator shall deposit with the City a performance deposit in the amount of _____ Thousand and 00/100 Dollars ($____,000.00) (the “Performance Deposit”), to be held by City as security for the full and faithful performance of Operator under this Agreement. The Performance Deposit may be in the form of cash, money order, cashier's check, or irrevocable letter of credit in a form acceptable to the City. Upon expiration or earlier termination of this Agreement, any portion of the Performance Deposit may be applied towards debts owed or damages caused by Operator under this Agreement. Within sixty (60) business days after the expiration or earlier termination of this Agreement, City shall remit to, or authorize release to, Operator the full balance, or remaining balance after deductions are taken for any debts owed or damage caused by Operator. If City holds the Performance Deposit, it shall be held without interest paid to Operator.

5. USE OF PREMISES; OPERATIONS; BACKGROUND CHECKS

5.1 Permitted Use

Operator shall use the Premises solely for the purpose of operating a bait and tackle store, including related activities and providing food and beverage services. Operator shall not use the Premises for any other purpose without the City's prior written consent. Operator’s services are described in further detail in the respective **Exhibit**.

5.2 Hours of Operation

Operator shall operate the Premises during reasonable business hours as determined by Operator, provided that the Premises shall be open to the public for a minimum of _____ hours per week, subject to inclement weather and holidays. The City reserves the right to establish minimum operating hours to ensure adequate public access to the facility.

5.3 Public Access

Operator shall ensure that the Premises is reasonably accessible to all members of the public, including City residents and non-residents, without discrimination.

5.4 Community Programs

Operator shall develop and implement community programs designed to promote the bait and tackle shop in the community.

The community programs shall be detailed in an annual Community Benefit Plan to be submitted to the City for approval.

5.5 Compliance with Laws

Operator shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with its use and operation of the Premises, including but not limited to:

a) Obtaining and maintaining all necessary licenses, permits, and approvals;
b) Americans with Disabilities Act (ADA) requirements;
c) Florida Building Code;
d) Florida Fire Prevention Code;
e) City zoning ordinances and land development regulations;
f) Health and safety regulations; and
g) Environmental regulations.

5.6 Rules and Regulations

Operator shall establish reasonable rules and regulations for the use of the Premises by members and guests, which shall be subject to the City's approval, not to be unreasonably withheld, conditioned, or delayed. Operator shall provide a copy of such rules and regulations to the City and shall enforce them consistently and fairly.

5.7 Staffing

The Operator shall provide sufficient staffing to ensure the effective and professional operation of the Harvey E. Oyer Jr. Park Bait and Tackle Shop during all designated operating hours. Personnel assigned to the facility must be trained, courteous, and knowledgeable in bait and tackle retail, recreational fishing, and customer service. At minimum, the Operator must ensure:

- The shop is staffed during all hours of operation with at least one employee capable of managing sales, inventory, and customer inquiries.
- All staff are familiar with the offerings of the shop, including bait types, tackle options, and general local fishing information.
- Employees adhere to all applicable safety, cleanliness, and customer service standards set forth by the City.

- A designated on-site or on-call manager is available during business hours to address operational issues and communicate with City staff as needed.
- Staff wear appropriate attire that maintains a clean and professional appearance aligned with the public-facing nature of the facility.

The City reserves the right to request the removal of any personnel whose conduct is deemed unprofessional, disruptive, or inconsistent with the mission of providing a positive recreational experience to residents and visitors.

5.8 Quality of Services

Operator shall ensure that all services provided at the Harvey E. Oyer Jr. Bait and Tackle Shop are delivered professionally, courteously, and customer-focused that reflects positively on the City of Boynton Beach. The Operator shall maintain a high standard of cleanliness, product quality, and customer service throughout the term of this Agreement.

At a minimum, Operator shall:

- Provide prompt, respectful, and knowledgeable service to all customers, including residents, visitors, and tourists.
- Ensure staff are properly trained to offer assistance regarding bait, tackle, local fishing regulations, and general area information.
- Maintain the Premises in a neat, organized, and sanitary condition at all times, in accordance with all applicable health, safety, and accessibility standards.
- Regularly restock and rotate merchandise to ensure product freshness and availability.
- Respond in a timely and professional manner to customer complaints, City concerns, or operational issues and document resolution efforts when requested by the City.

Failure to maintain acceptable standards of service, as reasonably determined by the City, may constitute grounds for corrective action or termination in accordance with the terms of this Agreement.

5.9 Damage to Premises

Operator shall repair any and all damage to the Premise or Operator's real and personal property caused by Operator, its employees, agents, subcontractors, independent contractors, patrons, and invitees. City shall repair any and all damage to the Premise or Operator's real and personal property caused by City, its employees, agents, subcontractors, and independent contractors.

5.10 Inspection by City

The City shall have the authority to make periodic reasonable inspections of the Premises, equipment, and operations during normal operating hours to determine if such are being maintained in a neat and orderly condition or to determine whether Operator is operating in compliance with the terms of this Agreement. All inspections shall be

conducted in a manner so as not to interfere with the normal operations of the Premises. The City may inform Operator of any needed actions to correct improper operations. Operator shall reasonably comply with any recommendations of the City with respect to improper operations issues.

5.11 Marketing and Promotion

Operator shall actively market and promote the Premises to maximize usage and revenue. Operator's marketing efforts shall include but not be limited to maintaining a website, social media presence, email newsletters, and local advertising. All marketing materials shall acknowledge that the Premises are owned by the City of Boynton Beach.

5.12 Criminal Background Screening

Operator shall perform criminal background screening as identified below on its officers, employees, agents, independent contractors, and volunteers working under this Agreement on the Premises. Further, if Operator is permitted to utilize subcontractors under this Agreement, Operator shall perform or ensure that the background screening as required below is conducted on any permitted subcontractor, which term includes the subcontractor's officers, employees, agents, independent contractors, and volunteers who will be working under this Agreement at the Premises. Operator shall not be required to comply with the provisions for criminal background screening under this section for those independent vendors coming onto the Premises merely to make deliveries of goods or services for, or relating to, the Premises.

Operator shall not permit any person who is listed as a sexual predator or sexual offender on the Florida Department of Law Enforcement, Sexual Offenders and Predators Website or the United States Department of Justice, National Sex Offender Public Website, to provide any services for Operator on the Premises.

Operator shall maintain copies of the results of the criminal background screening required for the Term and promptly forward copies of same to City upon its request.

Operator shall be required to furnish to the City, on a monthly basis, an Affidavit, in a form approved by City, affirming the persons listed in the Affidavit have been background screened as required by this Agreement and have been deemed eligible by Operator to work at the Premises. Operator's monthly Affidavit shall update information from the previous Affidavit by reconfirming the status of persons who have previously been deemed eligible as provided for above and updating the list, when applicable, to specifically identify new persons providing services for Operator under this Agreement who have been background screened as required and deemed eligible to work at the Premises. In its discretion, the City may permit Operator to furnish the monthly Affidavit in an electronic format.

In the event Operator obtains or is provided supplemental criminal background information, including police reports and arrest information, which potentially disqualifies a person previously deemed eligible by Operator to provide services under this

Agreement, Operator shall take immediate action to review the matter; however, during such review time and until a determination of eligibility is made by Operator based on the requirements of this section, Operator shall immediately cease allowing the person to work at the Premises. Additionally, Operator shall be required to inform any person background screened pursuant to this section who is providing services under this Agreement, to notify Operator within forty-eight (48) hours of any arrest related to sexual misconduct that has occurred after the person was deemed eligible to work at the Premises.

Operator shall, by written contract, require its permitted subcontractors to agree to the requirements and obligations of this section.

City may terminate this Agreement immediately for cause, with written notice provided to Operator, for a violation related to Operator's failure to perform the required background screening on its officers, employees, agents, independent contractors, and volunteers who will be working under this Agreement at the Premises. City may also terminate this Agreement immediately for cause, with written notice provided to Operator, if City determines Operator failed to ensure that its permitted subcontractors have been background screened as required in this section before performing any services under this Agreement at the Premises. Operator will not be subject to immediate termination in the event City determines a violation of this section was outside the reasonable control of Operator and Operator has demonstrated to City compliance with the requirements of this section.

City may terminate this Agreement for cause if Operator fails to provide the monthly Affidavit to City as provided above, and Operator does not cure said breach within five (5) business days of written notice provided to Operator by City in accordance with the "Notices" section of this Agreement.

6. MAINTENANCE AND REPAIRS

6.1 Operator's Obligations

Operator shall, at its sole cost and expense, keep and maintain the Premises in good condition and repair, including but not limited to:

a) Regular maintenance of the facility as needed;
c) Maintenance of restroom facilities regarding plumbing;
d) Maintenance of landscaping and grounds within five feet of the building;
e) Janitorial services and trash removal;
f) Pest control; and
g) Minor repairs and maintenance of building systems.

6.2 City's Obligations

City shall, at its sole cost and expense, be responsible for:

a) Structural repairs to the buildings;
b) Roof repairs and replacement;
c) Major repairs or replacement of HVAC, plumbing, and electrical systems; and
d) Maintenance and repairs to the parking lot, including repaving when necessary.

6.3 Capital Improvements

Any capital improvements to the Premises with a cost exceeding $_____ shall require City's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. City and Operator shall agree in writing on the allocation of costs for any approved capital improvements.

7. UTILITIES AND SERVICES

7.1 Operator's Responsibility

Operator shall pay for all utilities and services supplied to the Premises, including but not limited to electricity, gas, water, sewer, telephone, internet, cable/satellite television, security systems, and trash collection.

7.2 Interruption of Services

City shall not be liable for any interruption or failure of utility services to the Premises unless such interruption or failure is caused by City's negligence or willful misconduct.

8. PAYMENT OF TAXES AND OBLIGATIONS

8.1 Real Property and Business Taxes

City shall pay all real property taxes and assessments levied against the Property. If real property taxes increase due to Operator’s specific use of the Property or improvements made by Operator, Operator shall pay the amount of such increase. Operator shall pay all taxes and other costs lawfully assessed against its business and legal interest in the operation of the Premises under this Agreement, including but not limited to the Premises-related Improvements made by Operator; provided, however, that Operator shall not be deemed in default of its obligations under this Agreement for failure to pay such taxes pending the outcome of any legal proceedings instituted to determine the validity or amount of such taxes and/or other costs.

8.2 Sales and Use Taxes

Operator shall be liable for the prevailing state of Florida Sales and Use Tax imposed on rent payable to City under this Agreement. This tax shall be calculated in addition to and not incorporated into the monthly rent. Operator shall be liable for all other taxes due taxing authorities arising out of its operations under this Agreement, including all taxes assessed against Operator's personal property, trade fixtures, and equipment located on the Premises.

8.3 Other Obligations

Operator shall procure and obtain, at its sole cost, all permits, licenses, and approvals required of Operator for its operations and performance under this Agreement. Operator shall be responsible for paying its approved contractors, subcontractors, and suppliers hired to perform any of the Premises-related improvements for work performed or for supplies, equipment, or materials transacted, any undisputed amount within thirty (30) calendar days following receipt of appropriate invoices for such work or supplies, upon completion of same. Operator shall take such action necessary to resolve any amounts in dispute.

9. INSURANCE

9.1 Operator's Insurance

Operator shall, at its sole cost and expense, maintain the following insurance coverage throughout the Term:

a) Commercial General Liability Insurance with limits of not less than $2,000,000 per occurrence and $4,000,000 aggregate;
b) Property Insurance covering Operator's personal property, trade fixtures, and equipment;
c) Business Interruption Insurance;
d) Workers' Compensation Insurance as required by law;
e) Automobile Liability Insurance with limits of not less than $1,000,000 combined single limit;
f) Professional Liability Insurance with limits of not less than $1,000,000 per occurrence (if Operator provides professional services such as instruction);
g) Employment Practices Liability Insurance with limits of not less than $1,000,000; and
h) Cyber Liability Insurance with limits of not less than $1,000,000 (if Operator collects personal information through websites, mobile applications, or other digital platforms).

9.2 City's Insurance

The City shall maintain property insurance covering the buildings and permanent improvements on the Property, and commercial general liability insurance with respect to the City's ownership of the Property, in accordance with the City's standard insurance program and risk management policies. The Parties acknowledge that the City may be self-insured.

9.3 Policy Requirements

All insurance policies required under this Agreement shall:

a) Name the City as an additional insured on all liability policies (except for Workers' Compensation Insurance);

b) Provide that the policy cannot be canceled or materially modified without at least thirty (30) business days prior written notice to the City;
c) Include a waiver of subrogation in favor of the City;
d) Be primary and non-contributory with respect to any insurance or self-insurance programs maintained by the City; and
e) Be issued by insurance companies licensed to do business in the State of Florida with a financial rating of at least A-VII in the most recent edition of Best's Insurance Reports.

9.4 Certificates of Insurance

Operator shall provide the City with certificates of insurance, evidencing the required coverage prior to the Commencement Date and upon renewal of any policy. The certificates shall reference this Agreement and confirm compliance with all requirements specified herein. If requested by the City, Operator shall provide complete copies of any required insurance policies.

9.5 Waiver of Subrogation

Each Party hereby waives any right of recovery against the other Party for any loss or damage covered by insurance, regardless of whether such loss or damage is caused by the negligence of the other Party. Each Party shall obtain endorsements to its insurance policies as needed to effectuate this waiver of subrogation.

9.6 Compliance with Florida Statutes

Operator's insurance shall comply with all requirements of Section 768.28, Florida Statutes, and other applicable laws regarding insurance for contracts with governmental entities in Florida. Operator acknowledges that the City, as a governmental entity, is entitled to sovereign immunity protections and limitations of liability as set forth in Section 768.28, Florida Statutes.

10. INDEMNIFICATION

Operator shall indemnify, defend, and hold harmless City and its officers, directors, employees, agents, and representatives from and against any and all claims, demands, liabilities, damages, judgments, costs, and expenses (including reasonable attorneys' fees) arising from or relating to: (a) Operator's use or occupancy of the Premises; (b) any breach or default by Operator under this Agreement; (c) any negligent or willful act or omission of Operator or its employees, agents, contractors, or invitees; or (d) any injury to person or property occurring on the Premises, except to the extent caused by City's negligence or willful misconduct. Operator shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

11. ALTERATIONS AND IMPROVEMENTS

11.1 Operator's Right to Make Alterations

Operator may make non-structural alterations, additions, or improvements to the Premises with City's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. Any alterations, additions, or improvements with a cost exceeding $_____ shall require City's prior written approval of the plans and specifications.

11.2 Ownership of Improvements

All alterations, additions, and improvements made by Operator shall become the property of City upon termination of this Agreement, unless City requires Operator to remove them as provided in Section 11.3.

11.3 Removal of Improvements

Upon termination of this Agreement, City may require Operator to remove any alterations, additions, or improvements made by Operator and to restore the Premises to their original condition, reasonable wear and tear excepted. City shall notify Operator of any such requirement at least thirty (30) business days prior to the termination date.

11.4 Trade Fixtures

Operator may install trade fixtures, equipment, and personal property on the Premises, which shall remain Operator's property and may be removed by Operator at any time, provided that Operator repairs any damage caused by such removal.

12. ASSIGNMENT AND SUBLETTING

12.1 Prohibition on Assignment and Subletting

Operator shall not assign this Agreement, sublet all or any part of the Premises, or permit any other person or entity to use or occupy all or any part of the Premises, without City's prior written consent, which may be withheld in City's sole discretion.

12.2 Change of Control

Any change in the ownership or control of Operator that results in a change in the majority ownership or control of Operator shall be deemed an assignment requiring City's consent under Section 12.1.

12.3 No Release of Operator

No assignment or subletting, even with City's consent, shall release Operator from its obligations under this Agreement.

13. DEFAULT AND REMEDIES

13.1 Operator's Default

Each of the following shall constitute a default by Operator under this Agreement:

a) Failure to pay any Base Rent, Revenue Share, or other sum due under this Agreement within five (5) business days after the due date;
b) Failure to perform or observe any other covenant, term, or condition of this Agreement, which failure continues for fifteen (15) business days after written notice from City (or such longer period as may be reasonably necessary if the failure cannot be cured within fifteen (15) business days, provided that Operator commences the cure within the fifteen-day period and diligently pursues it to completion);
c) Abandonment or vacation of the Premises for more than fifteen (15) consecutive business days;
d) Filing of a petition for bankruptcy, insolvency, or reorganization by or against Operator (unless, in the case of a petition filed against Operator, it is dismissed within sixty (60) business days);
e) Appointment of a receiver or trustee for all or substantially all of Operator's assets; or
f) Making an assignment for the benefit of creditors.

13.2 City's Remedies

Upon the occurrence of any default by Operator, City may exercise any one or more of the following remedies without limiting any other right or remedy available to City at law or in equity:

a) Terminate this Agreement by written notice to Operator, in which case Operator shall immediately surrender the Premises to City;
b) Enter upon and take possession of the Premises without terminating this Agreement and without being liable for prosecution or any claim for damages;
c) Collect rent from any sublessee and apply it to the amounts due from Operator;
d) Perform any obligation of Operator under this Agreement and charge the cost thereof to Operator, plus interest at the rate of _____% per annum from the date of payment by City; or
e) Pursue any other remedy available at law or in equity.

13.3 City's Default

City shall be in default under this Agreement if City fails to perform or observe any covenant, term, or condition of this Agreement, which failure continues for thirty (30) business days after written notice from Operator (or such longer period as may be reasonably necessary if the failure cannot be cured within thirty (30) business days, provided that City commences the cure within the thirty-day period and diligently pursues it to completion).

13.4 Operator's Remedies

Upon the occurrence of any default by City, Operator may exercise any one or more of the following remedies, without limiting any other right or remedy available to Operator at law or in equity:

a) Terminate this Agreement by written notice to City; or
b) Pursue any other remedy available at law or in equity.

13.5 Mitigation of Damages

Both Parties shall use reasonable efforts to mitigate their damages in the event of a default by the other Party.

14. SURRENDER OF PREMISES

14.1 Condition of Premises

Upon the expiration or earlier termination of this Agreement, Operator shall surrender the Premises to City in good condition and repair, reasonable wear and tear excepted, and shall remove all of Operator's personal property, trade fixtures, and equipment.

14.2 Holdover

If Operator remains in possession of the Premises after the expiration or earlier termination of this Agreement without City's consent, Operator shall be deemed a tenant at sufferance and shall pay rent at the rate of 150% of the sum of the Base Rent and the average monthly Revenue Share for the preceding twelve (12) months. Such holdover shall not constitute a renewal or extension of this Agreement.

15. NOTICES

All notices, demands, requests, or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by nationally recognized overnight courier, or sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the City: City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

With a copy to: City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

If to Operator:

_____

_____

_____

Attention: _____

Either Party may change its address for notices by written notice to the other Party.

16. REPORTING AND COMPLIANCE

16.1 Monthly Reports

Within ten (10) business days after the end of each calendar month, Operator shall provide the City with a written report detailing:

a) Gross Receipts and Gross Revenues for the month, itemized by category;
b) Any other information reasonably requested by the City.

This report shall be signed by the Operator, certifying the accuracy of such gross receipts and gross revenues. Any percentage fees or charges due shall be payable upon submission of the report.

16.2 Annual Reports

Within sixty (60) business days after the end of each calendar year, Operator shall, at its own expense, provide the City with an annual report containing:

a) Annual financial statements for the Operator's operations, including income statement and balance sheet;
b) Comparison of actual results to projected results;
c) Summary of capital improvements made during the year;
d) Major maintenance and repair activities undertaken during the year;
e) Staffing levels and changes;
f) Marketing and promotional activities conducted;
h) Goals and objectives for the upcoming year.

16.3 Public Records Compliance

Operator acknowledges that this Agreement and all documents related to it are subject to Florida's Public Records Law, Chapter 119, Florida Statutes. Operator shall:

a) Keep and maintain public records required by the City to perform the services under this Agreement;
b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of the Agreement if Operator does not transfer the records to the City; and

d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Operator or keep and maintain public records required by the City to perform the service. If Operator transfers all public records to the City upon completion of the Agreement, Operator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Operator keeps and maintains public records upon completion of the Agreement, Operator shall meet all applicable requirements for retaining public records.

IF OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE: 100 E. OCEAN AVENUE, BOYNTON BEACH, FL 33435, 561-742-6060, CITYCLERK@BBFL.US.

16.4 E-Verify Compliance

Operator shall comply with Section 448.095, Fla. Stat., “Employment Eligibility,” including registering and using the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the termination date. If this Agreement is terminated for a violation of the statute by the Operator, Operator may not be awarded a public contract for a period of one (1) year after the date of termination.

16.5 No Contingent Fees

Operator warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Operator, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Operator, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

16.6 Conflict of Interest

Operator represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the services required under this Agreement. Operator further represents that no person having any such interest shall be employed by Operator during the Term. Operator shall promptly notify the City in writing of any potential conflicts of interest for any prospective business association, interest, or other circumstance that may influence or appear to influence Operator's judgment, or the quality of services being provided hereunder.

16.7 Non-Discrimination

Operator shall not discriminate against any person in its operations, activities, or delivery of services under this Agreement. Operator 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, color, religion, sex, age, national origin, marital status, disability, sexual orientation, gender identity or expression, or any other characteristic protected by law.

16.8 Compliance with Employment and Labor Laws

Operator shall comply with all applicable federal, state, and local employment and labor laws, including but not limited to:

a) Fair Labor Standards Act;
b) Equal Pay Act;
c) Civil Rights Act of 1964;
d) Americans with Disabilities Act;
e) Age Discrimination in Employment Act;
f) Family and Medical Leave Act; and
g) Florida Civil Rights Act.

16.9 Scrutinized Companies

By executing this Agreement, Operator certifies that Operator is not participating in a boycott of Israel. The Operator further certifies that Operator is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Operator been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Operator of the City's determination concerning the false certification. The Operator shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Operator shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Operator does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek

civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

16.10 Anti-Human Trafficking

On or before the effective date of this Agreement, Operator shall provide City with an affidavit attesting that the Operator does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

16.11 Countries of Concern

The Operator represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the Term.

16.12 Public Entity Crime Act

Operator represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Operator further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Operator has been placed on the convicted vendor list.

16.13 Entities of Foreign Concern

The provisions of this section apply only if Operator or any subcontractor will have access to an individual’s personal identifying information under this Agreement. Operator represents and certifies: (i) Operator is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Operator; and (iii) Operator is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date, Operator and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

17. ADDITIONAL PROVISIONS

17.1 Competitive Bidding Acknowledgment

Operator acknowledges that this Agreement has been awarded in compliance with applicable procurement laws and the City's procurement ordinances and policies. The City represents that all required competitive bidding or other procurement procedures have been properly followed in connection with the award of this Agreement.

17.2 Bond Requirements

If required by the City, Operator shall provide performance and payment bonds in the amount of $_____ to guarantee Operator's performance under this Agreement. Such bonds shall be issued by a surety company authorized to do business in Florida and approved by the City.

17.3 Compliance with Section 255.05, Florida Statutes

For any improvements or construction work exceeding $200,000, Operator shall comply with the public construction bond requirements of Section 255.05, Florida Statutes.

17.4 Compliance with Section 287.0582, Florida Statutes

The City's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the City Commission.

17.5 Local Business Preference

Operator shall, to the extent permitted by applicable law, utilize local businesses, contractors, and suppliers in the performance of its obligations under this Agreement.

18. MISCELLANEOUS LEGAL PROVISIONS

18.1 Venue and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any legal action, suit, or proceeding arising out of or relating to this Agreement shall be instituted in the appropriate state court in Palm Beach County, Florida, and each Party irrevocably submits to the exclusive jurisdiction of such court in any such action, suit, or proceeding.

18.2 Waiver of Jury Trial

THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDING RELATED TO THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

18.3 Sovereign Immunity

Nothing contained in this Agreement shall be construed or interpreted as: (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the City or the State of Florida or their agents and agencies to be sued; or (3) a waiver of sovereign immunity of the City beyond the waiver provided in

Section 768.28, Florida Statutes. The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or the City's limits of liability as set forth in Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

18.4 Severability

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

18.5 No Third-Party Beneficiaries

Except as expressly provided herein, nothing in this Agreement is intended to benefit any third party, nor shall any term, provision, covenant, or condition of this Agreement be construed to create any rights in any person or entity not a party to this Agreement.

18.6 Entire Agreement

The Agreement between the City and the Operator with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the Parties' mutual agreement set forth in writing and signed by the Parties.

18.7 Materiality and Waiver of Breach

Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

18.8 Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by force majeure events beyond the reasonable control of such Party, including but not limited to acts of God, hurricane, tornado, fire, flood, earthquake, explosion, war, terrorism, riot, civil disorder, act of any government body, or other similar causes. The Party affected by such force majeure

event shall notify the other Party within a reasonable time of the commencement and termination of the force majeure event. The time for performance shall be extended for a period equal to the duration of the force majeure event, provided that if such period exceeds ninety (90) consecutive days, either Party may terminate this Agreement upon written notice to the other Party.

18.9 Counterparts

This Agreement may be executed in any number of counterparts, whether signed physically or electronically, each of which, when executed and delivered, shall be an original, but all such counterparts shall constitute one and the same instrument. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this Agreement to form one document.

18.10 Time of Essence

Time is of the essence in the performance of all obligations under this Agreement.

18.11 Survival

Any provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement shall survive such expiration or termination and shall remain in effect until all obligations are satisfied.

18.12 Amendments

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties.

18.13 Headings

The headings contained in this Agreement are for the convenience of reference only and shall not affect the interpretation of this Agreement.

18.14 No Construction Against Drafter

The Parties acknowledge that they have both participated in the negotiation and preparation of this Agreement. Accordingly, this Agreement shall not be construed more strictly against either Party, regardless of which Party was responsible for its preparation.

18.15 No Lien

The Operator shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Operator.

18.16 Independent Contractor

The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Operator is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose. Operator shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement.

18.17 Attorney's Fees

If either Party sues to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

18.18 Representation of Authority

Operator represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of the Operator and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that the Operator has with any third party or violates applicable law. Operator further represents and warrants that execution of this Agreement is within Operator's legal powers, and each individual executing this Agreement on behalf of Operator is duly authorized by all necessary and appropriate action to do so on behalf of Operator and does so with full legal authority.

18.19 Regulatory Capacity

Notwithstanding the fact that City is a municipal corporation with certain regulatory authority, City's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If City exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to City's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to City as a Party to this Agreement.

18.20 Limitation of Liability

Notwithstanding any provision of the Agreement to which it is applicable, in no event shall City be liable to Operator for punitive or exemplary damages, lost profits, or consequential damages.

(Signatures on following page)

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

CITY OF BOYNTON BEACH, FLORIDA

_____
Rebecca Shelton, Mayor

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

OPERATOR

_____
(Signature)

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
FEE SCHEDULE / HOURLY RATES

The City of Boynton Beach

DIVISION OF RISK MANAGEMENT
100 E. Ocean Avenue
Boynton Beach, Florida 33435
(P): 561-742-6271 | (F): 561-742-6274
www.boynton-beach.org

VENDOR INSURANCE REQUIREMENTS – PROCUREMENT

1. INSURANCE REQUIREMENTS:

The successful bidder/contractor/firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed the applicable insurance as set forth below. (Proof that insurance meets the City's requirements must be provided prior to providing services to the City of Boynton Beach.)

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- **$1,000,000 each occurrence**
- **$3,000,000 annual aggregate for Bodily Injury, Personal Injury, and Advertising Injury**
- **$1,000,000 per occurrence for Property Damage**
- **$1,000,000 each occurrence and $2,000,000 project aggregate for Products and Completed Operations**

Policy must include coverage for Contractual Liability, Independent Contractors.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Professional Liability/Malpractice

Coverage must be afforded under a Professional/Allied Health/Malpractice Liability policy with limits not less than:

- **$2,000,000 each occurrence**
- **$3,000,000 annual aggregate**

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any contractor performing work on behalf of the City must provide Workers' Compensation insurance of at least the statutory requirements in addition to Employer's Liability in the amount not less than $1,000,000 per accident. Exceptions and exemptions will be allowed by the City's Risk Management Department, if they are in accordance with Florida Statute.

The Contractor and its insurance carrier waive all subrogation rights against the City, a political subdivision of the State of Florida, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore and Harbor Workers' Compensation Act or Jones Act, if applicable.

For any Contractor who has exempt status as an individual, the City requires proof of Workers' Compensation insurance coverage for that Contractor's employees, leased employees, volunteers, and any workers performing work in execution of this Contract.

If the Contractor has applied for a workers' compensation exemption, the City does not recognize this exemption to extend to the employees of the Contractor. The Contractor is required to provide proof of coverage for their employees, leased employees, volunteers and any workers performing work in execution of this Contract. This applies to all contractors including but not limited to the construction industry.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than $1,000,000 per claim arising out of this Contract, including but not limited to, all hazardous materials identified under the Contract.

Contractor must keep insurance in force until the third anniversary of expiration of this Contract or the third anniversary of acceptance of work by the CITY.

Property Coverage (Builder's Risk)

Coverage must be afforded in an amount not less than 100% of the total project cost, including soft costs, with a deductible of no more than $25,000 each claim. Coverage form shall include, but not be limited to:

- All Risk Coverage including Flood and Windstorm with no coinsurance clause
- Guaranteed policy extension provision
- Waiver of Occupancy Clause Endorsement, which will enable the City to occupy the facility under construction/renovation during the activity
- Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project
- Equipment Breakdown for cold testing of all mechanized, pressurized, or electrical equipment

For installation of property and/or equipment, Contractor must provide Builder's Risk Installation insurance to include coverage for materials or equipment stored at the project site, while in transit, or while stored at a temporary location. Coverage limit must be no less than replacement cost.

This policy shall insure the interests of the owner, contractor, and subcontractors in the property against all risk of physical loss and damage, and name the City as a loss payee. This insurance shall remain in effect until the work is completed and the property has been accepted by the City.

Insurance Certificate Requirements

a. The Contractor shall provide the City with valid Certificates of Insurance (binders re unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Contract.
b. The Contractor shall provide a Certificate of Insurance to the City with a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
d. In the event the Contract term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Contract until this requirement is met.
e. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
h. The Contract, Bid/Contract number, event dates, or other identifying reference must be listed on the certificate.

The Certificate Holder should read as follows:
City of Boynton Beach
Attn: Risk Management
100 E. Ocean Ave
Boynton Beach, FL 33435

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Contract, the Contractor may provide an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a political subdivision of the State of Florida, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Contract shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, and/or this Contract is terminated. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Contract. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

All notices of any claim/accident (occurrences) associated with this Contract, shall be provided to the Contractor's insurance company and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that all independent and subcontractors comply with these insurance requirements. All coverages for independent and subcontractors shall be subject to all of the requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

NOTE: These are minimal insurance requirements. Additional insurance, (e.g., Sexual Assault and Molestation, etc.) may be required based upon the type of event, event location, and/or number of participants.

Revised 04/25/2025

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 1

Tuesday, May 27, 2025
25-051R - Harvey E. Oyer Jr. Park Bait & Tackle Shop (Operator Term Contract)
Closing Date: Friday, May 30, 2025, 3:00 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike through type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

THE DUE DATE FOR THE QUALIFICATION PACKAGE HAS BEEN EXTENDED TO FRIDAY, MAY 30, 2025 @ 3:00 PM

Question 1: Will there be a possibility to have a live bait pin at the north end of the boat ramp to sell to Boaters?

Answer 1: For now, all bait would need to be sold at the Building, not the Docks. However, this could be revisited in the future with a contract amendment.

Question 2: The sky lights add natural light to the building, can they stay and just be sealed?

Answer 2: The windows are currently being sealed.

Question 3: Referring to 2.2c, Can the hours of operations reflect certain days of the week where there is more boat traffic at the park?

Answer 3: Yes, that something the City would be open to looking into.

Question 4: With the noticeable damage to the exterior A/C unit can that be added to the building improvement?

Answer 4: No, the A/C will be replaced if it stops working.

Question 5: Is there a possibility to sell beer and wine along with waters and soft drinks in the proper license is acquired?

Answer 5: At this time, the City is not inclined to authorize the sale of beer and wine to patrons under this RFP and resulting agreement.

However, the City remains open to revisiting this matter in the future and may consider amending the contract, accordingly, should it be deemed appropriate.

Question 6: Can the city review the annual parking permit pricing? Neighboring cities are charging far less. This could create more traffic to the park and more revenues for the city.

Answer 6: Yes, we are currently reviewing the permit prices for Harvey E. Oyer Jr. park.

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific Solicitation.

Sincerely,

City of Boynton Beach
Financial Services

Our vision is to create a store that not only provides top-quality fishing gear but also fosters a community of anglers who share a passion for fishing and boating. By offering a curated selection of rods, reels, bait, and tackle, along with expert advice and engaging workshops, we aim to make this store a destination for seasoned fishers and beginners alike.

Our Onsite tackle store which will sell all the essentials that fishermen and boaters will need to go fishing, including last minute supplies they may have forgotten.
Frozen bait: ballyhoo, shrimp, squid, sardines, mullet, all typical bait used from inshore and offshore fishing
Tackle: hooks, sinkers, leaders, lures, swivels,
Accessories: hats, sunglasses, seasick pills, face buffs, towels, soda, water
Tools: pliers, filet knives, cutters, buckets, gloves
Artificial baits: jigs, lures, spoons,
Also, if approved we will pre-made breakfast sandwiches so the fishermen can grab a sandwich and go fishing or boating.

We would also like to provide a 24-hour ice vending machine on the east side of the building which will provide ice access to the fishermen all day and night. This will keep their catch cold and fresh. The ice can be bought in bulk or by bag.

The store hours of operations fluctuate to cater to fishermen. (subject to change per city request)
Special hours when needed for city events.
We will probably only need three parking spaces for staff and the remaining spaces for customers. Most fishermen can just pull up and pick up their supplies before they make it to the ramp.
Florida Tackle Company would love to partner up with the City of Boynton Beach to be that onsite tackle store. It would be a great public-private partnership (PPP) for us, and the city. Of Boynton Beach.

Company Profile

Florida Tackle Company Inc

1550 N Federal Hwy

Boynton Beach Fl 33435

Established in 2018

President: Raymond LaBonte

Vice President: Michael LaBonte

Summary of Business Operations

Florida Tackle Company Inc, established in 2018 and operating since April 2019, specializes in selling fishing tackle and supplies. The store is a dealer for Shimano, Penn, and Daiwa products and collaborates with vendors offering frozen bait, live bait, lures, and other tackle items. In addition to retail operations, the store hosts fishing seminars to educate the public about advanced techniques and provides training for young and beginner fishers, including knot tying and bait hooking skills.

Florida Tackle Company has always demonstrated a strong commitment to the local community. They actively participate in events such as Rock the Plazas, Pirate Fest, and Christmas Parades, fostering connections and celebrating the vibrant culture of Boynton Beach. This dedication to community engagement reflects their pride in being an integral part of the city and their ongoing efforts to give back to the residents who support their business.

3. Experience and Qualifications

Florida Tackle Company's 7 years serving the Boynton Beach and surrounding area fishing community with knowledgeable staff including USCG captains and dedicated staff bring a friendly and reliable advice on fishing techniques and tactics.

To further enhance its services, the company plans to implement comprehensive business plans and dynamic marketing models. These include creating a welcoming fishing atmosphere complemented by an updated website, targeted social media campaigns, local seminars, and an IGFA-certified weigh station. Additionally, Florida Tackle Company will introduce an FWC fishing and hunting license kiosk, ensuring greater accessibility and convenience for the local fishing community. These initiatives aim to build a stronger connection with anglers while fostering growth and engagement in the regional fishing scene.

There will be no Sub-operators involved with this location. We will ensure

that all operations at this location are managed directly by Florida Tackle Company. This approach ensures consistent quality of service, streamlined communication, and an unwavering commitment to the fishing and hunting community we serve. By centralizing operations, Florida Tackle Company aims to maintain high standards of customer care and operational efficiency.

Future expansion plans include a 24-hour self-serve ice machine, live bait pins (pending approval), security cameras equipped with License Plate Recognition (LPR) technology, as well as provisions for beverages, food, and additional amenities.

5 Operational Plan

Florida Tackle Company will operate from 5:30 AM to 4:00 PM, seven days a week. Extended hours may be offered during special events or under specific weather conditions. The store will prioritize a clean safe atmosphere, and ensure compliance with ADA regulations, including proper aisle spacing. All required permits and licenses will be visibly displayed for review Including Resale Certificates, and Retail Saltwater License. Additionally, our POS system will feature inventory management and provide detailed sales reports.

Attached is the COI from our Boynton Beach store.

6 Product and Service Offerings

Florida Tackle Company will offer a comprehensive range of essential fishing products, including both frozen and fresh bait such as ballyhoo, shrimp, squid, mullet, goggle eyes, sardines, chum, and more. For tackle needs, we will provide hooks, leaders, weights, terminal tackle, rods, reels, lures, and other equipment suitable for both beginner and professional anglers.

Additionally, FTC will stock a variety of beverages, including soft drinks, water, and other drinks to keep our fishing community refreshed. For convenience, we will also have grab-and-go sandwiches and snacks available for last-minute purchases.

Our offerings will extend to hats, sunscreen, lip balm, beach towels, and other essentials. Moreover, we will carry safety items like life jackets, life vests, boat plugs, marine safety kits, and more to ensure preparedness on the water.

Our proposed Ice Machine will be located on the east side of the building, next to the first parking spot. It will provide 24-hour access for the community. We are currently in discussions with two vendors and were waiting to secure the building before finalizing the size and capacity. This machine will have both bag and bulk ice options. The manufacturer will perform maintenance on the machine. They offer maintenance and service for their machines.

7 Visionary 5 Year Plan

Florida Tackle Company's visionary plan aims to elevate the fishing experience for every angler in our community. We intend to host educational seminars for both novice and seasoned anglers, as well as engage our youth through fishing clinics and exciting opportunities to fish alongside local captains. Additionally, we plan to collaborate with the city to make fishing more accessible and enjoyable by recommending parking permit costs and streamlining the process for boat loading and unloading.

Our commitment to community involvement remains steadfast, as we will continue to participate in events such as Rock the Plaza and Rock the Marina. We also look forward to attending the Christmas parade and taking part in additional city-sponsored activities.

Florida Tackle Company is dedicated to donating time and resources to Boynton Beach-sponsored fishing tournaments, as well as neighboring cities, including the Boynton Beach Fire Fighter Tournament, Lantana Fishing Derby, The Hospice KDW Shootout, and King of the Canal.

Our ultimate goal is to solidify Boynton Beach as "The Gateway to the Gulfstream" while fostering a thriving fishing community.

8 Facility Upgrades

Florida Tackle Company proposes several upgrades to the building:

1. Install new doors on the north and south sides of the building.
2. Apply fresh paint to the interior and exterior.
3. Upgrade exterior lighting to LED.
4. Install new windows on the north and south sides of the building.
5. Relocate the interior low voltage cabinet to the closet area.
6. Repair the damaged drywall on the ceiling

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 02/28/25

PRODUCER

Liberty Bell Insurance Services LLC
11150 Okeechobee Blvd
ROYAL PALM BEACH, FL 33411
Phone:(850)778-0665 Fax:()-

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

INSURERS AFFORDING COVERAGE

INSURED

Florida Tackle Company
1550 N Federal Hwy, Unit 11
Boynton Beach, FL 33435
Phone:(561)676-2837

INSURER A:	Penn-America Insurance Company
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGE

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTHWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PROJECT [ ] LOC	PAV0547075	02/28/2025	02/28/2026	EACH OCCURANCE	$ 1,000,000
					FIRE DAMAGE(Any one fire)	$ 100,000
					MED EXP(Any one person)	$ 5,000
					PERSONAL AND ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION				EACH OCCURANCE	$
					AGGREGATE	$
						$
						$
						$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY				[ ] WC STATUTORY LIMITS [ ] OTHER	
					E.L. EACH ACCIDENT	$
					E.L.DISEASE-EA EMPLOYEE	$
					E.L.DISEASE - POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Fishing store :

CERTIFICATE HOLDER | X | **ADDITIONAL INSURED:INSURED LETTER:** | A | **CANCELLATION**

Ocean Palm Plaza LLC
16950 Jog Road Suite 104
Delray Beach, FL 33446
Faxed to:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON LIABILITY OF ANY KIND UPON THE INSURER. ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD™ CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YY): 02/28/25

PRODUCER
Liberty Bell Insurance Services LLC
11150 Okeechobee Blvd
ROYAL PALM BEACH, FL 33411
Phone:(850)778-0665 Fax:()-

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

INSURERS AFFORDING COVERAGE

INSURED
Florida Tackle Company
1550 N Federal Hwy
Suite 11
Boynton Beach, FL 33435
Phone: (561)676-2837

INSURER A: Lloyd's of London (AIIN: AA1122000)
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGE

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	[X] PROPERTY	MERCFL016393-3	02/28/2025	02/28/2026	[X] BUILDING	$ 0.00
	CAUSES OF LOSS				[X] PERSONAL PROPERTY	$ 200,000.00
	[ ] BASIC				[ ] BUSINESS INCOME	$
	[ ] BROAD				[ ] EXTRA EXPENSE	$
	[X] SPECIAL				[ ] BLANKET BUILDING	$
	[ ] EARTHQUAKE				[ ] BLANKET PERS PROP	$
	[ ] FLOOD				[ ] BLANKET BLDG & PP	$
						$
						$
	[ ] INLAND MARINE					$
	TYPE OF POLICY					$
						$
	CAUSES OF LOSS					$
	[ ] NAMED PERILS					$
	[ ] OTHER					$
	[ ] CRIME					$
	TYPE OF POLICY					$
						$
	[ ] BOILER & MACHINERY					$
						$
	[ ] OTHER					

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY
Prem 1, 1550 N Federal Hwy,Boynton Beach,Palm Beach,FL 33435

SPECIAL CONDITIONS/OTHER COVERAGES

CERTIFICATE HOLDER | [ ] | **ADDITIONAL INSURED:INSURED LETTER:** | [ ] | **CANCELLATION**

Ocean Palm Plaza LLC
16950 Jog Road, Suite 104
Delray Beach, FL 33446
Faxed to:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION ON LIABILITY OF ANY KIND UPON THE INSURER. ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



c ACORD CORPORATION 1995

25-051R - Harvey E. Oyer Jr. Park Bait & Tackle Shop (Operator Term Contract)

Opening Date: April 29, 2025 12:20 PM

Closing Date: May 30, 2025 3:00 PM

Vendor Details

Company Name:	Florida Tackle Company
Address:	1550 N Federal Hwy Suite 11 Boynton Beach , Florida 33435
Contact:	Michael LaBonte
Email:	michael.floridatackle@gmail.com
Phone:	561-739-8523
Fax:	561-739-8523
HST#:	83-1962521

Submission Details

Created On:	Monday May 19, 2025 14:22:41
Submitted On:	Friday May 30, 2025 07:58:35
Submitted By:	Michael LaBonte
Email:	michael.floridatackle@gmail.com
Transaction #:	df3ac599-bfc3-48e6-8970-ecb2d2b7280e
Submitter's IP Address:	147.243.183.55

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "**MANDATORY**" field

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

Proposed Monthly Lease over 60 Months (5 YEARS)

Proposed Monthly Lease Payment.

This refers to the proposed monthly lease schedule included in the RFP that will be remitted to the City.

The City reserves the right to award to the proposer that is seen to be in the City's best interest. (Please note that the proposed monthly lease amount is only one factor for consideration for the award.)

The proposed monthly lease shall not be subject to change until formal negotiations have begun with a designated firm.

☐ We will not be submitting for Proposed Monthly Lease over 60 Months (5 YEARS)

Line Item	Description	Amount	Months	Total over 5 years
1	Proposed Monthly Lease to the City		60	
			Subtotal:	$ 0.00

Proposal Percentage for Revenue Share

Scoring Formula – Proposed Percentage of Gross Sales

Scoring for revenue share will be based on the percentage of gross revenue offered:

Score = (P / P_max) × Score_max

Where:

- **P** = Proposer's percentage offered
- **P_max** = Highest percentage among all proposals
- **Score_max** = Maximum points for this criterion (e.g., 20 points)

Example (Score_max = 20):

$$\text{Score} = \left(\frac{P}{P_{\max}}\right) \times \text{Score}_{\max}$$

- Proposal A: 15% → (15 / 15) × 20 = 20 points
- Proposal B: 12% → (12 / 15) × 20 = 16 points
- Proposal C: 10% → (10 / 15) × 20 = 13.3 points

Description of Services	Unit Quantity	Description of Revenue Activity *	Percentage to City *
Revenue Activity 1	1	Percentage of Daily Sales	2%

Summary Table

Bid Form	Amount
Proposed Monthly Lease over 60 Months (5 YEARS)	$ 0.00
Subtotal Contract Amount:	$ 0.00

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses.

☐ We will not be submitting for Confirmation of Minority Owned Business

Description	Response *	Comments	
Is your company a Minority Owned business?	No		
Please select the appropriate response	Not Applicable		
Do you possess a certification qualifying your business as a Minority Owned business?	No		
Issuing organization name	Input response in comments box to the right	N/A	*
Date of Issuance	Input response in comments box to the right	N/A	*

Letter of Interest

The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Our vision is to create a store that not only provides top-quality fishing gear but also fosters a community of anglers who share a passion for fishing and boating. By offering a curated selection of rods, reels, bait, and tackle, along with expert advice and engaging workshops, we aim to make this store a destination for seasoned fishers and beginners alike. Our Onsite tackle store which will sell all the essentials that fishermen and boaters will need to go fishing, including last minute supplies they may have forgotten. Frozen bait: ballyhoo, shrimp, squid, sardines, mullet, all typical bait used from inshore and offshore fishing Tackle: hooks, sinkers, leaders, lures, swivels, Accessories: hats, sunglasses, seasick pills, face buffs, towels, soda, water Tools: pliers, filet knives, cutters, buckets, gloves Artificial baits: jigs, lures, spoons, Also, if approved we will pre-made breakfast sandwiches so the fishermen can grab a sandwich and go fishing or boating. We would also like to provide a 24-hour ice vending machine on the east side of the building which will provide ice access to the fishermen all day and night. This will keep their catch cold and fresh. The ice can be bought in bulk or by bag. The store hours of operations fluctuate to cater to fishermen. (subject to change per city request) Special hours when needed for city events. We will probably only need three parking spaces for staff and the remaining spaces for customers. Most fishermen can just pull up and pick up their supplies before they make it to the ramp. Florida Tackle Company would love to partner up with the City of Boynton Beach to be that onsite tackle store. It would be a great public-private partnership (PPP) for us, and the city. Of Boynton Beach.

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☐ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
◉ Yes ○ No	◉ Yes ○ No	◉ Yes ○ No	7	83-1962521

Qualifications and Experience/Ability of Professional Personnel

Description	Response *
Describe the experience and qualifications of all key Proposer and Sub-Proposer players.	FTC has 6 years of retail experience in the tackle industry provide expert advise and product to our customers at an affordable price
Summarize the quality of the firm's support personnel and continuity of staff.	Customer support is top priority for us. Our knowledgeable staff works well with our customers satisfying their needs
Describe the ability to perform additional services and provide technical support throughout engagement.	We also provide reel repair and rod repair for our customers along with our local captain provides fishing charters. We also refer charters to our local Boynton Beach captains
Explain the ability to meet set standards.	We have a high standard of customer satisfaction in our store Our google reviews show that, along with our return customers.
Provide evidence of a capable and well-organized engagement team and management plan.	With 17 years as a manager in a fortune 500 company, I have instilled organizational skills in the store staff. We also maintain a clean and safe store with processes and guidelines.

OFFEROR'S QUALIFICATION STATEMENT

Line Item	Description	Response *
1	How many years has your organization been in business under its present name?	6.5
2	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute.	N/A
3	Under what former name (s) had your business operated? Also list former address(es) of that business, if any.	N/A
4	Have you ever been disbarred or suspended from doing business with any governmental entity? If Yes, explain.	NO
5	Are you licensed? If Yes, attach copy of license to submission package.	N/A
6	Has your company ever declared bankruptcy? If Yes, explain.	NO

SCRUTINIZED COMPANIES DETERMINATION

By submission of this qualification package and if selected by the City as the CONSULTANT, execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONSULTANT, certifies that CONSULTANT is not participating in a boycott of Israel. CONSULTANT further certifies that CONSULTANT is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, nor has CONTRACTOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to the CONSULTANT of the CITY's determination concerning the false certification. CONSULTANT shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONSULTANT shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONSULTANT does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Line Item	Description	Response *
1	I Hereby Acknowledge the Scrutinized Companies - Florida Statute 287.135 and 215.473 Information Above and Will Abide by Everything Outlined in this Section.	(•) Yes ( ) No

E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts.
Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Line Item	Description	Response *
1	I Hereby Acknowledge the E-VERIFY Information Above and Will Abide By Everything in this Section.	(•) Yes ( ) No

References

1. **References – Past Performance**

   Provide a list of three (3) governmental agency references or similar contracts for which the Proposer has completed or is in progress within the past ten (10) years with the following information:

2. Name of Agency
3. Address
4. Contact Name, Email Address
5. Telephone Number

   The City is interested in learning about other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

   Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee may **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Company Name	Florida Suncoast Sales	Tacle Depoe	Fish-N-Stik
Address	3501 SW 137 Ave, Miramar, FL 32027	4532 SW 71 Ave, Miami, FL	5407 N. Haverhill Rd, WPB, FL 33407
Contact Name	Justin:	Pete Santiago	Keith
Phone	• 954-326-2276 • 954-401-6114	305-439-3353	561-686-7845 561-768-3461
Email	flsuncoast@bellsouth.net	mrfrench97@aol.com	fishnstik@gmail.com

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate "TBD" (To Be Determined) or "TBA" (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Schedule of Sub-Operators

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required. If not applicable or if no-subconsultants will be used in the performance of this Work, write "Not-Applicable" or "NONE" across the form.

☑

By clicking here I confirm that there are no Subcontractor(s)/Subconsultant(s) and the Bidder shall perform the project with their "**OWN FORCES**".

Line Item	Name of Sub-Consultant *	Address of Sub-Consultant *	License No. *	Contract Amount *	Percentage (%) of Contract *
1					

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

SECTION III – SUBMISSION OF PROPOSALS

1. GENERAL REQUIREMENTS

The Technical Proposal aims to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this RFP. As such, the substance of the Proposal will carry more weight than its length, form, or manner of presentation. The Technical Proposal should demonstrate the qualifications of the Operator and the particular staff to be assigned to this engagement. It should also specify an approach that meets or exceeds the RFP requirements.

The Operator shall provide sufficient organization, personnel, and management to carry out the requirements of this RFP expeditiously and economically, consistent with the City's needs. Additionally, the Operator will be required to demonstrate recent experience successfully completing services similar to those specified in this RFP.

2. CERTIFICATION AND LICENSES

Proposers must include copies of all applicable certificates, licensing, and business permits related to the Work specified in the scope of work with their proposals.

3. DETAILED PROPOSAL

Each of the Eleven (11) sections listed below shall be completed online through the e-procurement system.

ALL PROPOSAL FORMS ARE TO BE COMPLETED ONLINE

A. Letter of Interest

A signed letter summarizing the proposer’s interest in the opportunity and ability to meet the City's needs.

Include the primary point of contact's name, title, and contact information.

B. Company Profile

Legal business name, year established, ownership structure, and office location.

If the Principal place of business is different than the location specified in the Proposer’s Qualification Statement, then the Operator shall specify the office location where each project will be managed and produced.

Summary of business operations and relevant history.

Proof of authorization (SUNBIZ) from the Florida Secretary of State to transact business in the State from prime and supporting firms.

C. Proposer’s Experience and Qualifications

Description of management team and key personnel qualifications.

An organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as “key contract members”.

Provide resumes for all key project members outlining the relevant experience and education.

Identify the services that your Firm's staff would complete and those provided by the sub-Operator, if any.

Identify any sub-Operator you propose to utilize to supplement your Firm's staff. (Maximum of 4 pages)

Business and Marketing Plan Model

Proposer Outline of Investments, Development, and Future Expansion

Revenue Sharing Opportunities

(SEE SAMPLE CONTRACT FOR FURTHER IDEAS)

D. Financial Documentation

Proposer shall demonstrate financial stability and provide a statement of their financial stability, including information as to current or prior bankruptcy proceedings by providing a copy of the most recent audited annual financial statements prepared and certified by a CPA containing a balance sheet, an income statement, and a statement of cash flows.

The financial statements requested will develop five financial analytical insights, which include the following:

a. **Working Capital** - measures liquid assets that provide a safety cushion to creditors.
b. **Accounts Receivable** – as a percentage of current assets, which will provide information about assets not yet received and therefore unavailable at the present time to be used as resources.
c. **Receivables to Current Assets** - receivables as a percentage of current assets that would reveal the size of receivables in current assets and the opportunity cost associated with it.
d. **Long Term Debt** - measurements representing the percentage of a corporation's assets that are financed with loans and financial obligations lasting more than one year.
e. **Cash Ratio** - an indicator of a company's liquidity by measuring the amount of cash, cash equivalents or invested funds there are in current assets to cover current liabilities.

E. Operational Plan

a. Daily operations plan, including staffing, hours of operation, inventory management, and customer service protocols.
b. Plan for maintaining cleanliness, safety, and compliance with local City codes.
c. Proof of or commitment to obtain all required licenses and permits.
d. Certificate of insurance or letter of insurability demonstrating ability to meet City insurance requirements.
e. Proposer shall demonstrate to the City the cash controls they will create to alleviate the potential of fraud.

F. Product and Service Offerings

a. A list of all bait, tackle, tools, accessories, food and beverage offerings, and any additional merchandise to be sold.
b. Description of ice vending machine model, location, and maintenance plan.

G. Visionary Five-Year Plan

a. A forward-looking plan detailing goals for growth, service enhancements, community engagement, and potential facility upgrades.

H. Facility Upgrades (Optional)

a. Any proposed physical or technological upgrades to enhance the appearance, functionality, or customer experience of the space.

I. Submittal of General Information and Procurement Forms and Documents

Procurement forms should be completed, signed, and notarized when required and submitted. In addition, all other requests and supporting documentation should be included.

a. *Proposers Qualification Statement* – ***Upload Online***
b. *Non-collusion Affidavit of Proposer*– ***Upload Online***
c. *E-Verify Form Under Section 448.095* – ***Upload Online***
d. *Certification Pursuant to Florida Statute § 287.135* - ***Upload Online***
e. *Anti-Kickback Affidavit* – ***Upload Online***

f. *Affidavit of Compliance with Foreign Entity Laws* - ***Upload Online***
g. *Affidavit of Compliance with Anti-Human Trafficking Laws* - ***Upload Online***
h. *Copy of Proposers W9* - ***Upload Online***
i. *Proposer Acknowledgement* – ***Online Acknowledgement***
j. *Addenda Acknowledgement* – ***Online Acknowledgement***
k. *Confirmation of Minority-Owned Business* - ***Online Form***
l. *Confirmation of Drug-Free Workplace* - ***Online Acknowledgement***
m. *Palm Beach Inspector General* - ***Online Acknowledgement***
n. *Local Business Certification* - ***Supplier Must Present a copy of Certification****.*
o. *Statement of non-submittal (if applicable)* - ***Online Form***
p. *Schedule of Sub-Operator – Input list, if applicable.*
q. *Submit current Florida Professional License(s), including evidence of possession of required licenses* – ***Upload Online***
r. *Submit proof of Professional Liability Insurance at the levels identified on the Insurance Advisory Form as an attachment.* – ***Upload Online***
s. *Submit any Supplemental information relative to this RFP* – ***Upload Online***

J. **References – Past Performance - Completed Online**

a. Minimum of three (3) business references in the past ten years with contact information, including the following:
    a. Address
    b. Contact Name, Email Address
    c. Telephone Number
b. Include a brief summary of the relationship and services provided.
c. The City is interested in learning about other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.
d. Contact persons must be informed that they are being used as a reference and that the City, or their designee, will be contacting them for information. Selection Committee Members or designee may **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

K. Proposed Revenue Sheet is a separate document where Proposers will input the proposed revenue share for this contract. Completed through bids&tenders.

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

- A. Letter of Interest - 1 Letter of Interest.docx - Wednesday May 28, 2025 13:23:43
- B. Company Profile - 2 Company Profile.docx - Wednesday May 28, 2025 13:23:59
- C. Proposer's Experience and Qualifications - 3 Experience and Qulaifications.docx - Wednesday May 28, 2025 13:24:14
- D. Financial Documentation - 2023 FTC TAX RETURN.pdf - Thursday May 29, 2025 12:48:26
- E. Operational Plan - 5 Operational Plan.docx - Wednesday May 28, 2025 13:24:28
- F. Product and Service Offerings - 6 Product and Service Offerings.docx - Wednesday May 28, 2025 13:24:42
- G. Visionary Five-Year Plan - 7 Visionary 5 Year Plan.docx - Wednesday May 28, 2025 13:25:08
- H. Facility Upgrades (Optional) - 8 Facility Upgrades.docx - Wednesday May 28, 2025 13:25:40
- I. Submittal of General Information and Procurement Forms and Documents - PROCUREMENT.zip - Thursday May 29, 2025 13:35:08
- Any other information proposers would like to add - INSURANCE.zip - Thursday May 29, 2025 13:36:00
- Additional Document - RETAIL SALTWATER PRODUCTS.png - Thursday May 29, 2025 13:05:45

SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting Agreement. The term "vendor," as used below, may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractors, and subconsultants.

1. **FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:**

Before submitting a proposal to this RFP, proposers shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

Proposers must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Proposer shall not be a cause for relief from responsibility.

2. **NON-COLLUSION**

   Proposer shall not collude, conspire, connive, or agree, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by a person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

3. **LEGAL CONDITIONS**

   Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and Ordinances of the City of Boynton Beach.

4. **CONFLICT OF INTEREST**

The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

5. **ADDITIONAL HOURS QUANTITIES**

The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices proposal in this solicitation.

If additional quantities are not acceptable, the price proposal sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

6. **DISPUTES**

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

7. **LEGAL REQUIREMENTS:**

Proposer shall comply with all Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

8. **ON PUBLIC ENTITY CRIMES**

All Request for Proposals as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract or provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

9. **FEDERAL AND STATE TAX:**

The City of Boynton Beach is exempt from Federal and state taxes.

10. **PURCHASE ORDER REQUIRED:**

The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips, and all correspondence concerning the order.

11. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:**

The Proposer certifies that all material, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the Consultant, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

Proposer certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

12. **PALM BEACH COUNTY INSPECTOR GENERAL:**

The Proposer and, if awarded Consultant, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Consultant and its sub-consultant and lower-tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this Agreement justifying its termination.

13. **OTHER AGENCIES**

Any Agreement(s) resulting from this RFP and from this submitted proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Proposer(s).

14. **VENUE AND GOVERNING LAW:**

Any and all legal actions arising from or necessary to enforce this solicitation and resulting Agreement will be held exclusively in Palm Beach County and shall be interpreted according to the laws of Florida.

15. **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

- The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.
- During the performance of the Agreement, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.
- The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.
- Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- The Consultant further agrees that they will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.
- The Consultant understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

16. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

The Proposer and, if awarded Consultant, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting Agreement, an independent Contractor and not an employee or agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall, at all times and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Consultant's relationship, and the relationship of its employees, to the City shall be that of an independent contractor and not as employees or agents of the City.

17. **OMISSION OF DETAILS**

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

18. **LOBBYING - CONE OF SILENCE:**

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act

on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for the award of contract to the Proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

19. **LEGAL EXPENSES:**

The City shall not be liable to a Proposer for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the Agreement, or any other matter generated by or relating to the Agreement.

20. **NO THIRD-PARTY BENEFICIARIES:**

No provision of this RFP or agreement/contract to follow with Consultant is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Proposer.

21. **DIRECT OWNER PURCHASES:**

The City reserves the right to issue purchase orders for materials to either the Contractor/Consultant/Vendor or the City's suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

22. **SCRUTINIZED COMPANIES:**

By submission of a proposal for this solicitation, Consultant, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Agreement, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Syria.

23. **DISCRIMINATORY VENDOR LIST**

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

24. **NON-EXCLUSIVE**

As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida contract pursuant to the City's Procurement Policy, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after an agreement/contract may be awarded.

Additionally, the City reserves the right to award other agreements for goods and services falling within the scope of this solicitation and resultant Agreement when the specifications differ from this solicitation or resultant Agreement, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant Agreement.

25. **BUSINESS INFORMATION**

If a proposing firm is a Joint Venture for the goods/services described herein, the Proposer shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

26. **AGREEMENT**

Proposer agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding Agreement is formed in accordance with the City's terms, conditions, and specifications as set forth in the purchase order unless otherwise agreed by the City and the Proposer. The Proposer certifies that the proposal has been made by an officer or employee having the authority to bind the Proposer.

27. **ENDORSEMENTS**

No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form.

28. **DRUG-FREE WORKPLACE**

The Consultant shall implement and maintain a drug-free workplace program of at least the following items:

28. 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.

    A. Inform employees about the dangers of drug abuse in the workplace, the Proposer'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.

    B. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.

    C. In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under contract, the employee will abide by the terms of the statement and will notify the Proposer 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) calendar days after such conviction or plea.

    D. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.

    E. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

29. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT**

Proposer represents and certifies that Proposer and all Sub-consultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Proposer represents and certifies that Proposer and all Sub-consultants shall not provide or use such covered telecommunications equipment, system, or services during the Term.

30. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Consultant. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

31. RIGHTS IN DATA

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Proposer pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

32. DOCUMENTATION OF COSTS

All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

33. PUBLIC RECORDS

Sealed documents received by the City in response to a Request for Proposals are exempt from public records disclosure until thirty (30) calendar days after the opening of the RFP unless the City announces intent to award sooner, in accordance with Florida Statutes 119.071.

The Consultant agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings, or data relating to the Agreement which have been created as a part of the vendor's services or authorized by the City as a reimbursable expense, whether generated directly by the Consultant, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of contract with the City or the Consultant, and wherever located shall be the property of the City.

> Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. All submitted information that the responding Proposer believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07, Chapter 688, and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

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

A. Keep and maintain public records required by the City to perform the service.
B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law.
C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the Agreement, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and
D. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by consultant must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
E. Failure of the Consultant to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the resulting Agreement. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to, the right to terminate for cause.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE

100 EAST OCEAN AVENUE

BOYNTON BEACH, FLORIDA, 33435

561-742-6060

CityClerk@bbfl.us

5.34 **SOVEREIGN IMMUNITY**

Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Michael LaBonte, VP, Florida Tackle Company

The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addenda No. 1 Tue May 27 2025 06:17 PM	☑	2

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: MAY 26 , 2025

Entity: FLORIDA TACKLE COMPANY

Signed: Michael LaBonte

Name: Michael LaBonte

Title: VP

STATE OF FLORIDA
COUNTY OF PALM BEACH.

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29 day of MAY, 2025, by JAMES GONZALEZ., as MICHAEL LABONTE. for, who is personally known to me or who has produced FL DL. as identification.

Notary Public Signature:

Print Name: JAMES GONZALEZ.

JAMES A GONZALEZ
Notary Public State of Florida
Commission # HH 323064
My Comm. Expires Oct 18, 2026

State of Florida at Large (Seal)

My commission expires: 10/18/2026

ANTI-KICKBACK AFFIDAVIT

TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing document was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 29 day of MAY, 2025, by JAMES GONZALEZ, as MICHAEL LABONTE. of _____ who is personally known to me or who has produced FL DL. as identification.

Sworn and subscribed before me this 29 day of MAY, 2025

Printed Information:

JAMES A GONZALEZ.
NAME

TITLE

COMPANY

NOTARY PUBLIC, State of Florida at Large

"OFFICIAL NOTARY SEAL" STAMP

JAMES A GONZALEZ
Notary Public - State of Florida
Commission # HH 323064
My Comm. Expires Oct 18, 2026

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

TO BE COMPLETED AND UPLOADED ONLINE

I, MICHAEL LABONTE, VP on behalf of FLORIDA TACKLE COMPANY certify

Print Name and Title Company Name

that FLORIDA TACKLE COMPANY does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to Section 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: §287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: MAY 29, 2025

Signed: Michael LaBonte

Entity: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 29 day of MAY, 2025, by JAMES GONZALEZ, as MICHAEL LABONTE for _____, who is personally known to me or who has produced FL DL. as identification.

Notary Public Signature: _____

Print Name: JAMES GONZALEZ

State of Florida at Large (Seal)

JAMES A GONZALEZ
Notary Public - State of Florida
Commission # HH 323064
My Comm. Expires Oct 18, 2026

My commission expires: 10/18/2026

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)
:
County of Palm Beach)

James Gonzalez, being first duly sworn, deposes and says that:

1) He/She is Michael LaBonte VP of Florida Tackle Company, the proposer that
(Title) (Name of Corporation or Integrator)
has submitted the attached BID:

2) He/She is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion;

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, integrator 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 element of the BID price or the BID price of other proposer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Boynton Beach** or any person interested in the proposed Contract; and

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 of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) BIDDER shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2022), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

7) Failure to submit this executed statement as part of the bid shall make the bid non-responsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any

PROPOSER'S QUALIFICATION STATEMENT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: City of Boynton Beach
Procurement Services
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Check One	
Corporation	✓
Partnership	
Individual	
Other	

Submitted By:
Name: FLORIDA TACKLE COMPANY
Address: 1550 N FEDERAL HWY SUITE 11
CITY, State, Zip: BOYNTON BEACH FL 33435
Telephone No.: 561-739-8523
Fax No.: N/A
Email Address.: michael.floridatackle@gmail.com

1. State the true, exact, correct, and complete name of the partnership, corporation, trade, or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is:
   N/A

   The address of the principal place of business is:

2. If Proposer is a corporation, answer the following:
   a. Date of Incorporation: 10/2018
   b. State of Incorporation: FLORIDA
   c. President's name: RAYMOND LABONTE
   d. Vice President's name: MICHAEL LABONTE
   e. Secretary's name: N/A
   f. Treasurer's name: N/A
   g. Name and address of Resident Agent: N/A
3. If Proposer is an individual or a partnership, answer the following:

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

FLORIDA TACKLE COMPANY

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1550 N FEDERAL HWY SUITE 11

Requester's name and address (optional)

6 City, state, and ZIP code

BOYNTON BEACH FL 33435

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number

8 3 - 1 9 6 2 5 2 1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** [signature] **Date** 5/26/25

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
FLORIDA TACKLE COMPANY, INC.

Filing Information

Document Number	P18000078690
FEI/EIN Number	83-1962521
Date Filed	09/17/2018
Effective Date	09/10/2018
State	FL
Status	ACTIVE

Principal Address

1550 U.S. HIGHWAY 1
UNIT 11
BOYNTON BEACH, FL 33435

Mailing Address

1550 n federal hwy
UNIT 11
boynton beach, FL 33435

Changed: 03/06/2021

Registered Agent Name & Address

LABONTE, RAYMOND D
1550 N FEDERAL HWY
SUITE 11
BOYNTON BEACH, FL 33435

Address Changed: 04/30/2019

Officer/Director Detail

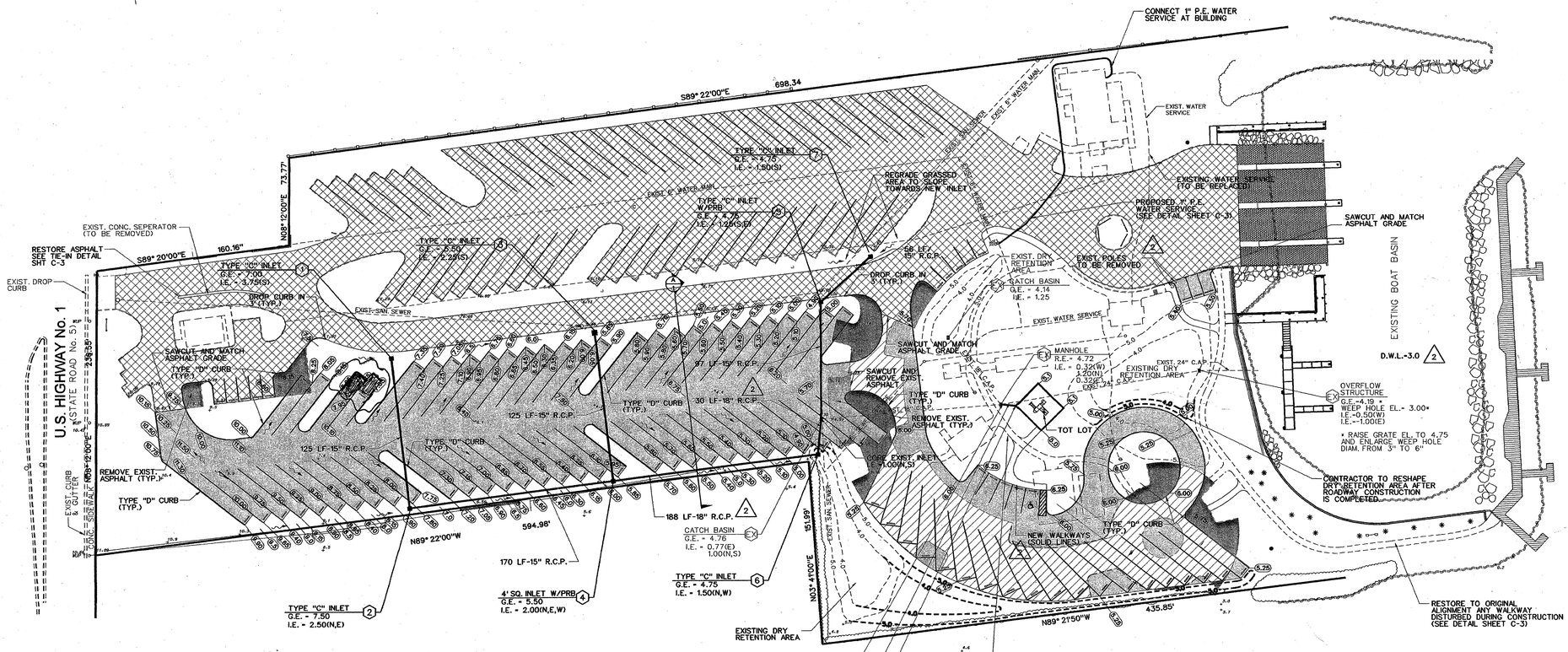
Name & Address

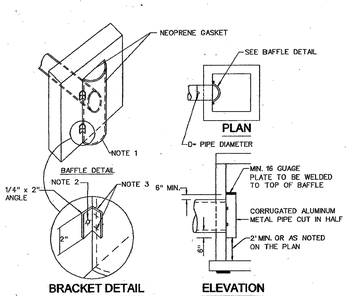
Title P

LABONTE, RAYMOND D
P.O. BOX 1072
BLOWING ROCK, NC 28605

Title VP

01-1955





1. SECTION OF A.C.M.P. CUT IN HALF. BAFFLE DIAMETER SHALL BE ONE SIZE LARGER THAN THE DISCHARGE PIPE.
2. ½" GALVANIZED LAG BOLT IN LEAD SHIELD.
3. WELD OR 2-1/4" THRU BOLTS.
4. MINIMUM 30" SUMP REQUIRED FROM LOWEST PIPE ENTERING OR EXITING THE INLET.
5. MINIMUM ELEVATION ON P.R.B. TO BE 2 FEET BELOW CONTROL ELEVATION.

POLLUTION RETARDANT BASIN
BAFFLE TYPE

NOTES:
1. ALL PIPES SHALL BE R.C.P. UNLESS OTHERWISE NOTED.
2. THE DRAINAGE PLAN WILL CONFORM TO ALL CITY RULES, REGULATIONS AND CHAPTERS 5 AND 23 OF THE LAND DEVELOPMENT REGULATIONS. CHAPTER 4, SECTION 7F2.
3. ALL PAVEMENT CUTS SHALL CONFORM TO CITY STANDARD DRAWING B-98002. SEE DETAIL SHEET.

PAVING & DRAINAGE LEGEND

R.E.	RIM ELEVATION
G.E.	GRATE ELEVATION
I.E.	INVERT ELEVATION
	RIDGE LINE
	DIRECTION OF OVERLAND FLOW
150'@ 0.5%	PAVEMENT SLOPE
P.R.B.	POLLUTION RETARDANT BASIN
F.F.- 10.00	FINISHED FLOOR ELEVATION
	EXISTING OR FUTURE UTILITIES
CATCH BASIN I.E.=	STRUCTURE DESIGNATION
150'@ 1.5' / 15"	LENGTH, SIZE OF STORM DRAIN
5.00	EXISTING GRADE
(5.50)	PROPOSED GRADE
	D.I.P. PIPE

2 EXISTING ASPHALT TO BE REMOVED. LIMEROCK SHALL THEN BE REWORKED TO MEET PROPOSED ELEVATIONS & RESURFACED W/1½" TYPE S-1 ASPHALTIC CONCRETE (2 LIFTS)

ASPHALT TO BE RESURFACED W/1" TYPE S-III ASPHALT OVER TACK COAT. 2

ASPHALT & LIMEROCK TO BE ADDED

EXIST. ASPHALT & LIMEROCK TO BE REMOVED

FILE: k:\projects\97-xxx\97-2098\boat club\2098d.dgn
DATE: 04-Sep-01 09:03

Boat Club Park Renovations

Architects & Landscape Architects:

WALLACE ROBERTS & TODD

Environmental Planning
Urban Design
Landscape Architecture
Architecture

191 Giralda Ave., Penthouse
Coral Gables, FL 33134-5206
305 448 0788
305 443 8431 fax

Philadelphia, PA San Francisco, CA San Diego, CA

Consultants:

Structural Engineers:
CRA – Clarke, Inc.
2400 N. Kendall Drive, Suite 415
Miami, Florida 33156
(305) 670-0390

Mechanical, Electrical & Plumbing Engineers:
Gartek Engineering Corporation
709 E.96 36th Terrace
Miami, Florida 33165
(305) 264-6408

Irrigation Design:
Irrigation Design Service
777 South West 6th Street
Fort Lauderdale, FL 33315
(954) 763-7243

Marine Consultants:
Sea Systems Corporation
3400 North West 27th Avenue
Pompano Beach, Florida 33069
(954) 979-0071

Civil Engineers:
Sun-Tech Engineering Inc.
1600 West Oakland Park Blvd.
Fort Lauderdale, FL 33311
(954) 777-1623

General Notes:

1.

Key Plan:

Revision No:	Date:
1	01/19/01 PER SITE PLAN
2	07/31/01 REV.TO ADDRESS B&Z COMMENTS & ADDENDUM #1

Legend

Seals:
SUN TECH Sun-Tech Engineering, Inc.
1600 West Oakland Park Blvd. Phone (954)777-3123
Ft. Lauderdale, FL 33311 Fax (954)777-3114
E-mail: suntech@suntechengineering.com

Job No.	96-2098	Drawn By:	M.A.S.
Date:	04-08-99	Checked By:	W.M.F.
Scale:	1" – 50'		

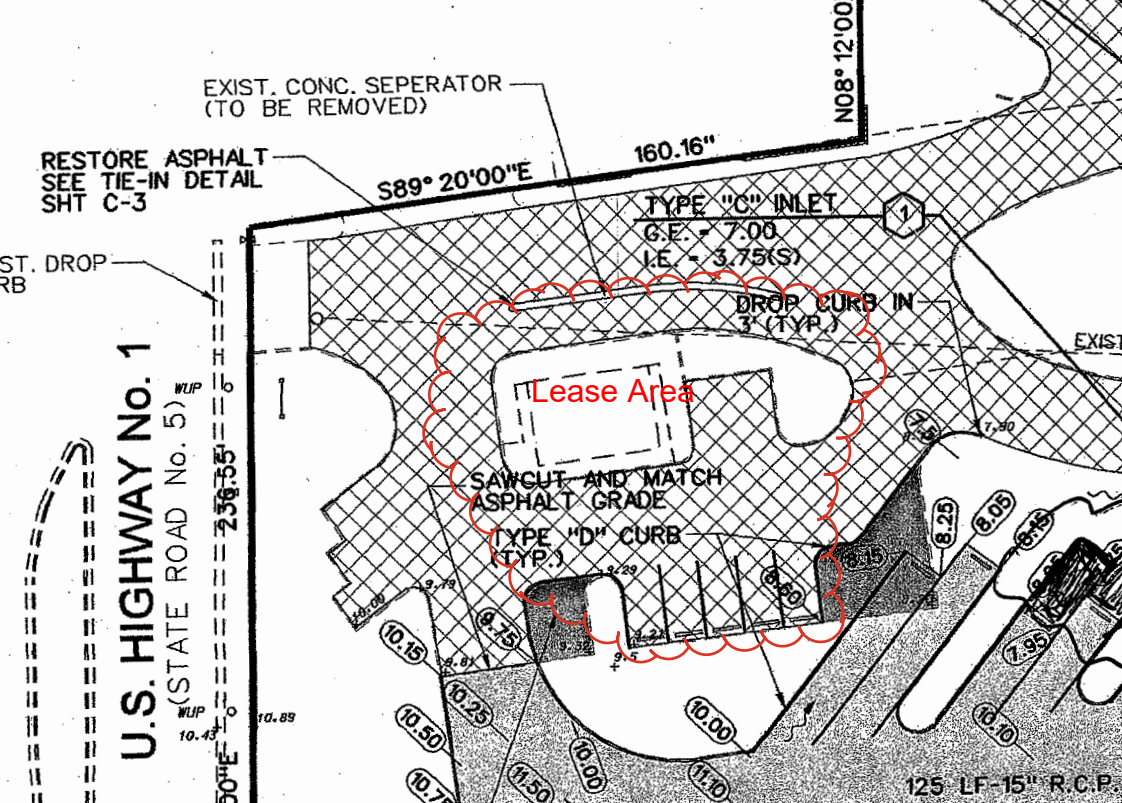
Drawing Title:

SITE ENGINEERING PLAN

RECEIVED
SEP 12 2001
CORRECTED FILE COPY
BUILDING DIVISION

Drawing No:

C-1


EXIST. CONC. SEPERATOR
(TO BE REMOVED)
RESTORE ASPHALT
SEE TIE-IN DETAIL
SHT C-3
S89° 20'00"E
160.16'
N08° 12'00
TYPE "C" INLET
G.E. - 7.00
I.E. - 3.75(S)
1
DROP CURB IN
3' (TYP.)
Lease Area
SAWCUT AND MATCH
ASPHALT GRADE
TYPE "D" CURB
(TYP.)
U.S. HIGHWAY No. 1
(STATE ROAD No. 5)
125 LF-15" R.C.P.

SHEET OF PERMIT SET
DO NOT REMOVE

LINE OF ROOF OVERHANG

1#5 IN GROUTED CELL TYP. AS NOTED THUS (•) (6 LOCATIONS)

H.D.

F.D.

TOILET

LINE OF CLG. ABOVE SEE A/A-2

STORAGE ROOM

BAIT SHOP

METER ROOM

16" WIDE PERIMETER #4 CONT. & 1-#4 AT REINF. T

RECEIVED
FEB 19 2003
FILE COPY
BUILDING DIVISION

COMPLETE ORIGINAL

08-0529

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Resolution No. R25-288- Approve Amendment No. 2 to Agreement between the City of Boynton Beach and Hera Property Registry, LLC for registration and monitoring services for the administrator of record for abandoned, foreclosed, vacant properties within the City.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-288.

Explanation of Request: On July 15, 2025, the parties executed Amendment No. 1 to the Agreement, which extended the term for the first one-year renewal option through October 16, 2026.

Existing ordinance 09-040 was amended to include the registration of vacant properties by repealing and replacing ordinance 09-040, in its entirety, with ordinance 25-015.

City staff is requesting to amend the agreement to include registration of properties in foreclosure and vacant properties pursuant to the ordinance. Additionally, there is a registration fee to register the vacant property. The fee amount is set as $150, where Hera receives $75 and the City receives $75.

How will this affect city programs or services? There will be no affect on City programs or services.

Budgeted Item: Yes

Account Line Item and Description: 001-0000-342.92-00 Pubic Safety/Abandoned Prop Registration

Fiscal Impact: Funds have been budgeted under line items. This is a revenue generating account.

Attachments:
R25-288 Agenda_Item_3881-2025_-_Resolution_for_Amendment_No._2_-_Hera_Property_Registry__LLC.docx
FL Boynton Beach 2nd Amendment Extension to 20251026 - signed.pdf
R23-143.pdf
Amd #1 (1).pdf

RESOLUTION NO. R25-288

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT WITH HERA PROPERTY REGISTRY, LLC FOR REGISTRATION AND MONITORING SERVICES FOR THE ADMINISTRATOR OF RECORD FOR ABANDONED, FORECLOSED, VACANT PROPERTIES WITHIN THE CITY; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on October 17, 2023, the City and Hera Property Registry, LLC ("Vendor"), entered into Single Source Agreement No. DEV23-056R (the "Agreement") for Administrator of Record for Abandoned, Foreclosed, Vacant Properties within the City, approved by Resolution No. R23-143 on October 17, 2023; and

WHEREAS, on July 15, 2025, the City and vendor executed Amendment No. 1 to the Agreement, extending the term for the first one-year renewal option, extending the agreement through October 16, 2026; and

WHEREAS, the City is amending existing Ordinance No. 09-040 to include the registration of Vacant Property, by repealing and replacing Ordinance No. 09-040 in its entirety with Ordinance No. 25-015 (the "Ordinance"); and

WHEREAS, the City and Vendor desire to amend the Agreement to include registration of properties in foreclosure and vacant property pursuant to the Ordinance; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, deems it to be in the best interests of the citizens and residents of the City of Boynton to approve Amendment No. 2 to the Agreement with Hera Property, LLC for Administrator of Record for Abandoned, Foreclosed, Vacant Properties within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. The City Commission hereby approves Amendment No. 2 to the Agreement with Hera Property, LLC for Administrator of Record for Abandoned, Foreclosed, Vacant Properties within the City (the "Amendment"), in form and substance similar to that

attached as **"Exhibit A"**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendment. The Mayor is further authorized to execute any ancillary documents required under the Amendment or necessary to accomplish the purposes of this Resolution.

SECTION 4. The fully executed Amendment shall be retained by the City Clerk as a public record of the City, and a copy shall be provided to Candice Stone to forward to the Vendor.

SECTION 5. This Resolution shall take effect as provided by law.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED this ____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

AMENDMENT NO. 2 TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND _HERA PROPERTY REGISTRY, LLC FOR REGISTRATION AND MONITORING SERVICES FOR THE ADMINISTRATOR OF RECORD FOR ABANDONED, FORECLOSED, VACANT PROPERTIES WITHIN THE CITY

This second Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and HERA Property Registry, LLC, a corporation registered to transact business in the State of Florida ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. On October 17, 2023, the Parties entered into Single Source Agreement No. DEV23-056R (the "Agreement") for Administrator of Record for Abandoned, Foreclosed, Vacant Properties within the City.

B. On July 15, 2025, the parties executed Amendment No. 1 to the Agreement extending the term for the first one-year renewal option extending the agreement through October 16, 2026.

C. The City is amending their existing Ordinance 09-040 to include the registration of Vacant Property, by repealing and replacing Ordinance 09-040, in its entirety, with Ordinance No. 25-015 (the "Ordinance").

D. The Parties wish to amend their Agreement to include registration of properties in foreclosure and Vacant Property pursuant to the Ordinance.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is amended by adding the following paragraph to Section 1. <u>RESPONSIBILITIES</u>.

F. VENDOR will cite the City's Ordinance to property Owners required to register Vacant Property. Vendor will electronically provide for registration of Vacant Properties

pursuant to the Ordinance. Vendor will charge a fee of One Hundred Fifty Dollars ($150.00) semi-annually to Owners for registration of Vacant Property. Vendor shall remit 50% of the vacant registration fee to the City (currently $75.00) in consideration of the services provided. Vendor shall forward payment of the City's portion of the registration fee to the City's Finance Department no later than the 15th day of the month during the term of this Agreement.

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not included in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City concerning any of the matters covered by the Agreement.

6. The following new sections are added to the Agreement as follows:

(a) Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the term of the Agreement, will not be ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and for the duration of the term of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

(b) Public Entity Crime Act. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

(c) Verification of Employment Eligibility. Vendor represents that Vendor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Vendor

violates this section, City may immediately terminate this Agreement for cause, and Vendor shall be liable for all costs incurred by City due to the termination.

(d) Prohibited Telecommunications Equipment. Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

(e) Entities of Foreign Concern. The provisions of this section apply only if Vendor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Amendment, Vendor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for payment purposes. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(f) Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City, nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement.

(g) Anti-Human Trafficking. On or before the Effective Date of this Amendment, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.
(h)

7. The effective date of this Amendment shall be the date of complete execution by the Parties.

8. This Amendment may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

CITY

CITY OF BOYNTON BEACH

By_____
Rebecca Shelton, City Mayor

____ day of _____, 202__

Attest:_____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

VENDOR

By_____
Authorized Signer

Clifford Johnson, CEC
_____
Print Name and Title

7th day of October, 2025

RESOLUTION NO. R23-143

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN A REVENUE GENERATING AGREEMENT WITH HERA PROPERTY REGISTRY, LLC OF MELBOURNE, FL AS A SINGLE SOURCE CONSULTANT FOR THE REGISTRATION AND MONITORING SERVICES BASED ON THE REQUEST FOR QUOTE NO. DEV23- 057R ADMINISTRATOR OF RECORD FOR ABANDONED, FORECLOSED, VACANT PROPERTIES WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the purpose of the property registration program is to provide a more effective way for the City to manage foreclosed properties without adding staff; and

WHEREAS, on June 28, 2023 the City received notice that Property Registration Champions, LLC (a/k/a PROCHAMPS), who the City had been doing business with, filed bankruptcy in the Circuit Court of the Ninth Judicial Circuit in Orange County Florida; and

WHEREAS, on July 24, 2023, a new Request for Letter of Interest (RLI) was posted to DemandStar and was active for 14 days; and

WHEREAS, Purchasing staff received and opened one response to the RLI for Administrator of Record for Abandoned, Foreclosed, Vacant Properties; the response was from Hera Property Registry, LLC; and

WHEREAS, Purchasing issued a formal Request for Quote No. DEV23-057R to Hera Property Registry, LLC on August 29, 2023 and received a response/proposal from Hera Property Registry, LLC; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the City Manager to sign a revenue generating Agreement with Hera Property Registry, LLC of Melbourne, FL as a single source consultant for the registration and monitoring services based on the Request for Quote No. DEV23- 057R Administrator of Record for Abandoned, Foreclosed, Vacant Properties within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF

BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission hereby approves and authorizes the City Manager to sign a revenue generating Agreement with Hera Property Registry, LLC of Melbourne, FL as a single source consultant for the registration and monitoring services based on the Request for Quote No. DEV23- 057R Administrator of Record for Abandoned, Foreclosed, Vacant Properties within the City. A copy of the Agreement is attached hereto and incorporated herein by reference as Exhibit "A."

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 17th day of October, 2023.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Thomas Turkin	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Aimee Kelley	✓	

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor

APPROVED AS TO FORM:

David N. Tolces
Interim City Attorney

S:\CA\RESO\Agreements\Hera Property Registry Agreement - Reso.docx

REQUEST FOR QUOTE
FOR
ADMINISTRATOR OF RECORD FOR
ABANDONED/FORECLOSED/VACANT PROPERTIES

QUOTE NO.: DEV23-056R

AGREEMENT

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND PROPERTY REGISTRATION CHAMPIONS, LLC

This Agreement is made as of this 17th day of October ,2023 by and between **(HERA PROPERTY REGISTRY, LLC)** with a principal address **61900 S. Harbor City Blvd., Suite 211, Melbourne, FL 32901** and the **CITY OF BOYNTON BEACH**, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, FL 33435, hereinafter referred to as "City".

WITNESSETH

WHEREAS, because of mortgage foreclosures on residential and commercial properties that are in violation of the City of Boynton Beach Code of Ordinances, the care of neglected lawns and exterior maintenance of structures is becoming a health and welfare issue in the City of Boynton Beach; and,

WHEREAS, in order to promptly and efficiently address the issues related to the maintenance of foreclosed residential and commercial properties, the City Commission adopted Ordinance 09-040, the City's Property Registration Ordinance (the "Ordinance"); and

WHEREAS, pursuant to the Ordinance the City desires to enter into this Agreement with **(HERA PROPERTY REGISTRY, LLC)** in order to provide services authorized pursuant to Ordinance 09-040, to register vacant, abandoned, and foreclosed properties so that the City can properly address violations of the City's property maintenance codes (hereinafter "foreclosed property").

WHEREAS, (HERA PROPERTY REGISTRY, LLC) will also provide an electronic registration process that is cost-free and revenue-generating for the City.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RESPONSIBILITIES:

   A. VENDOR will cite the City's Ordinance to mortgagees and proactively contact those that file a public notice of default, lis pendens, foreclosure action, and or take title to real property via foreclosure or other any legal means as outlined in Exhibit "A". Vendor will electronically provide for registration of foreclosed properties in violation of applicable City ordinances.

   B. VENDOR will pay for all expenses related to registration of all foreclosed property, and all administrative costs and fees related thereto. Vendor will investigate, report, or take corrective measures monthly to update property status of all foreclosed property electronically registered and in compliance with the relevant City ordinances.

   C. VENDOR will charge a fee of: **Three Hundred ($300.00)** per applicant to register all mortgagees who comply with Ordinance ("Registration Fee"). Vendor shall remit **One**

Hundred and Fifty Dollars ($150.00) of the Registration Fee to the City in consideration of the services provided. Vendor shall forward payment of the City's portion of the registration fee to the City's Finance Department no later than the 15th day of the month during the term of this Agreement.

D. VENDOR agrees to provide a website for the registration of each foreclosed property in order to enable compliance with the City's ordinances. The website will direct registrants to the City's website, and further direct traffic, via a hyperlink, vendor's website found at https://propertyscape-reg.deckard.com/vfpr-fl-palm_beach-city_of_boynton_beach will automatically allow lenders and/or responsible parties to comply with the City's Codes.

E. VENDOR will execute the City's website Link agreement and meet all City IT security, and anti-viral requirements.

2. Indemnification:

A. VENDOR shall indemnify and save harmless and defend the City, its trustees, elected and appointed officials, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of error, omission, or negligent act of Vendor, its agents, servants or employees in the performance of its obligations pursuant to this Agreement, for all costs, losses and expenses, including but not limited to, damages to persons or property, judgments, reasonable attorney's fees, paralegal expenses, and court costs at both the trial and appellate levels arising out of or in connection with the operations permitted under this Agreement.

B. The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by Vendor and requires a specific consideration be given therefore. The parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Vendor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify. Vendor will indemnify and hold City harmless for any negligent acts of Vendor or for any violation of any intellectual property laws, contracts or statutes.

3. TERM. The initial Agreement period shall be for an initial term of **two (2) years,** commencing on **October 17, 2023 through October 16, 2025.** The City reserves the right to renew the agreement for an additional three (3) one-year terms subject to vendor acceptance, satisfactory performance as determined by the City, and determination by the City that renewal will be in the best interest of the City.

4. TERMINATION. This Agreement may be terminated by either Party with or without cause, immediately upon thirty (30) calendar days written notice. Upon termination by City, the Vendor shall cease all work performed hereunder and forward to City any Registration Fees owed to the City.

5. SCOPE OF SERVICES:

- VENDOR must cite the ordinance to the responsible person and inform that person of the requirement to register;

- VENDOR is required to collect all of the necessary information required to comply with the registration per City Code (Section I 0-51.5);

- VENDOR shall select a responsible Property Manager.

- VENDOR must train and provide support with the responsible person in order for the lender to electronically register the information.

- VENDOR must collect the registration fee on behalf of the government and pay the government agreed upon rate.

- VENDOR must train and provide support to the government officials on the use of the procedure to attain the necessary information.

- VENDOR must provide the financial accounting for the registrations in compliance with the ordinance.

- VENDOR must provide the records of lenders not in compliance with the ordinance.

6. INSURANCE. VENDOR shall provide and maintain in force at all times during the Agreement with the City, such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance and Errors and Omissions Insurance as will assure to CITY OF BOYNTON BEACH the protection contained in the foregoing indemnification undertaken by vendor.

   A. Workers' Compensation Statutory limits with $1,000,000 Employers Liability.

   B. Commercial General Liability Insurance with limits of no less than $1,000,000.00. Bodily injury shall include operations and premises liability, products and completed operations, owners, and vendors protective liability and personal injury liability.

   C. Business Auto Liability coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non- owned and hired automobiles and employee non-ownership with limits of not less than $1,000,000.00 per occurrence.

   D. Errors and Omissions Insurance limits of liability provided by such policy shall be no less than $1,000,000.00 to assure City the indemnification specified herein.

   E. A Certificate of Insurance acceptable to the City shall be provided listing the above coverages and providing 30 days prior written notice to the City in the case of cancellation. The City shall be named as an additional insured and a certificate holder on the Commercial, General, Automobile, and Professional Liability Policies with a waiver of subrogation on the Workers' Compensation/Employer's Liability Policy. A copy of the certificate shall be emailed to the City's Risk Management Department: coi@bbfl.us at the time the Vendor executes this Agreement.

7. OWNERSHIP AND USE OF DOCUMENTS. All documents, records, applications, files and other materials produced by the VENDOR in connection with the services rendered pursuant to this

Agreement shall be the property of the City, and shall be provided to City upon request. Vendor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with vendor endeavors. In the event of termination of this Agreement, any reports, records, documents, forms, and other data and documents prepared by the vendor whether finished or unfinished shall become the property of the City, and shall be delivered by the vendor to the City Manager within seven (7) days of termination of this Agreement by either party. Any compensation due to vendor shall be withheld until all documents are received as provided herein.

8. AUDIT AND INSPECTION RIGHTS AND RETENTION OF RECORDS.

A. City shall have the right to audit the books, records and accounts of the Vendor that are related to this Agreement. Vendor shall keep such book, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Vendor shall preserve and make available, at reasonable times for examination and audit by the City, all financial records, supporting documents, statistical records, and any other documents pertinent to his Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement, unless Vendor is notified in writing by the City of the need to extend the retention period. Such retention of such records and documents shall be at Vendor expense. If an audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the City to be applicable to Vendor records, Vendor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

B. In addition, Vendor shall respond to the reasonable inquiries of any successor companies and allow and successor companies to receive working papers relating to matters of continuing significance. In addition, Vendor shall provide a complete copy of all documents papers to the City, prior to any final payment, in accordance with this Agreement.

9. INDEPENDENT CONTRACTOR. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the VENDOR is an independent contractor under this Agreement and not the City's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. Vendor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the vendor activities and responsibilities hereunder. Vendor agrees that it is a separate and independent enterprise from the City, that it has full opportunity to find other business, that it make its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between Vendor, including but not limited to unpaid minimum wages and/or overtime premiums.

10. NOTICES. Whenever any party desires to give notice unto any other party, it must be given by

written notice, sent by registered United States mail, with return receipt requested, hand delivery or facsimile transmission with receipt of delivery, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice shall be deemed to have been given upon receipt. For the present, Vendor and the City designate the following as the respective places for giving of notice:

A. All Notices to the City shall be sent to:

City: City of Boynton Beach
Attention: Daniel Dugger, City Manager
100 E. Ocean Avenue
Boynton Beach, Florida 33435
Telephone: (561) 742-6010

Copy: Weiss Serota Helfman Cole + Bierman
Attention: David N. Tolces., City Attorney
2255 Glades Road, Suite 200 E
Boca Raton, FL 33431
Telephone: (561) 835-2111

Vendor: Hera Property Registry, LLC
1900 S. Harbor City Blvd.
Suite 211
Melbourne, FL 32901
Telephone: (321) 234-5303
Email: ehornbake@heraregistry.com ; cshiflett@heraregistry.com

11. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the vendor without the prior written consent of City. For purposes of this Agreement, any change of ownership of the Vendor shall constitute an assignment which requires City approval. However, this Agreement shall run to the City and its successors and assigns.

12. AMENDMENTS. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

13. BINDING AUTHORITY. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

14. LAWS AND ORDINANCES. Vendor shall observe all laws and ordinances of the City, county, state, federal or other public agencies directly relating to the operations being conducted pursuant to this Agreement.

15. EQUAL EMPLOYMENT OPPORTUNITY. In the performance of this Agreement, Vendor shall not discriminate against any firm, employee or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry or national origin.

16. WAIVER. Any failure by City to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and City may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

17. SEVERABILITY. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

18. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County, Florida.

19. ATTORNEY'S FEES AND COSTS. In the event of a dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, paralegal expenses, and costs, including fees and costs incurred at all pretrial, trial and appellate levels.

20. ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between the CITY and the VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral.

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

A. Keep and maintain public records required by the City to perform the service;

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE

22. SCRUTINIZED COMPANIES - 287.135 AND 215.473. By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

23. E-VERIFY. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

1. Definitions for this Section:

A. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

B. "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for a salary, wages, or other remuneration.

C. "E-Verify System" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Registration Requirement; Termination: Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

B. All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton

Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and

C. The Vendor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

24. DISPUTES. Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

25. LIMITATION OF LIABILITY. Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or for lost profits or consequential damages.

26. INDEPENDENT CONTRACTOR/VENDOR. The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent vendor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

27. COMPLIANCE WITH LAWS. Vendor hereby warrants and agrees, that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations, including Section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

Signature Page to follow

"This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes."

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this 17th day of October, 2023.

CITY OF BOYNTON BEACH, FLORIDA

Daniel Dugger, City Manager

HERA PROPERTY REGISTRY, LLC

(Signature), Company

Clifford Johnson

Print Name of Authorized Official

CEO

Title

Approved as to Form:

David N. Tolces, City Attorney

STATE OF FLORIDA
COUNTY OF BREVARD
The foregoing instrument was executed and acknowledged before me this 26th day of Sept., 2023, by Clifford J. Johnson, as CEO of Hera Property Registry, LLC, by physical presence, and who is personally known to me.

(Corporate Seal)

Attest/Authenticated:

(Signature), ~~Witness~~

Eileen S. Hornbake

Notary Public, State of Florida
Eileen Shaffer Hornbake
My Commission Expires January 29, 2027

Attested/Authenticated:

Maylee De Jesus, City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

EILEEN SHAFFER HORNBAKE
Notary Public - State of Florida
Commission # HH 355526
My Comm. Expires Jan 29, 2027
Bonded through National Notary Assn.

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability		Aggregate - $1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified	to be determined	

INSURANCEADVISORYFORM Revised 04/2021

AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND _HERA PROPERTY REGISTRY, LLC FOR REGISTRATION AND MONITORING SERVICES FOR THE ADMINISTRATOR OF RECORD FOR ABANDONED, FORECLOSED, VACANT PROPERTIES WITHIN THE CITY

This first Amendment ("Amendment") is entered into by and between the City of Boynton Beach, a Florida municipal corporation ("City"), and HERA Property Registry, LLC, a corporation registered to transact business in the State of Florida ("Vendor") (collectively referred to as the "Parties").

RECITALS

A. On October 17, 2023, the Parties entered into Single Source Agreement No. DEV23-056R (the "Agreement") for Administrator of Record for Abandoned, Foreclosed, Vacant Properties within the City.

B. The Parties desire to amend the Agreement to renew the Agreement for a (1) one-year term.

Now, therefore, in consideration of the mutual terms and conditions, promises, covenants, and payments hereinafter set forth, City and Vendor agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Agreement is hereby amended as follows: Master Agreement, Article 4 – Term, allows the agreement to be renewed for an additional three (3) one-year terms subject to vendor acceptance, satisfactory performance as determined by the City, and determination by the City that renewal will be in the best interest of the City.

Term Extension. The Parties hereby exercise the first one-year renewal option. The Agreement is therefore renewed from October 17, 2025, through October 16, 2026.

4. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject

matter hereof that are not included in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Vendor acknowledges that through the date this Amendment is executed by Vendor, Vendor has no claims or disputes against City concerning any of the matters covered by the Agreement.

6. The following new sections are added to the Agreement as follows:

(a) Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Vendor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Vendor represents and certifies that it is not, and for the duration of the term of the Agreement, will not be ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Vendor represents that it is, and for the duration of the term of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

(b) Public Entity Crime Act. Vendor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Vendor further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Vendor has been placed on the convicted vendor list.

(c) Verification of Employment Eligibility. Vendor represents that Vendor and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Vendor violates this section, City may immediately terminate this Agreement for cause, and Vendor shall be liable for all costs incurred by City due to the termination.

(d) Prohibited Telecommunications Equipment. Vendor represents and certifies that Vendor and all subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Vendor represents and certifies that Vendor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

(e) Entities of Foreign Concern. The provisions of this section apply only if Vendor or

any subcontractor will have access to an individual's personal identifying information under this Agreement. Vendor represents and certifies: (i) Vendor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Vendor; and (iii) Vendor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Amendment, Vendor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for payment purposes. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

(f) Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City, nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement.

(g) Anti-Human Trafficking. On or before the Effective Date of this Amendment, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.
(h)

7. The effective date of this Amendment shall be the date of complete execution by the Parties.

8. This Amendment may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

CITY

CITY OF BOYNTON BEACH

By_____
Rebecca Shelton, City Mayor

15 day of July, 2025

Attest:_____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By:_____

VENDOR

By_____
Clifford J. Johnson (Jun 18, 2025 11:31 EDT)
Authorized Signer

Clifford J. Johnson, CEO
Print Name and Title

18th day of June, 2025

FL Boynton Beach 1st Amendment Extension to 20251026

Final Audit Report 2025-06-18

Created:	2025-06-18
By:	Eileen Hornbake (ehornbake@breakpointlaw.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsOC-zEsXXT8xPFEVtv1VEMQJSvaXGRDg

"FL Boynton Beach 1st Amendment Extension to 20251026" History

Document created by Eileen Hornbake (ehornbake@breakpointlaw.org)
2025-06-18 - 3:29:55 PM GMT

Document emailed to Clifford J. Johnson (cjohnson@heraregistry.com) for signature
2025-06-18 - 3:29:58 PM GMT

Email viewed by Clifford J. Johnson (cjohnson@heraregistry.com)
2025-06-18 - 3:31:16 PM GMT

Document e-signed by Clifford J. Johnson (cjohnson@heraregistry.com)
Signature Date: 2025-06-18 - 3:31:36 PM GMT - Time Source: server

Agreement completed.
2025-06-18 - 3:31:36 PM GMT

Adobe Acrobat Sign

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Resolution No. R25-289- Approving a Piggyback Agreement between the City and the BG Group, LLC in the amount of $575,000 plus a 10% contingency of $57,500, totaling $632,500 for the demolition and removal of the Boynton Inn located at 480 Boynton Beach Boulevard.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-289.

Explanation of Request: As the Commission may recall, on September 18, 2025, the City Commission accepted and adopted Exhibit A to the Interlocal Agreement (ILA) between the City of Boynton Beach and the Community Redevelopment Agency (CRA). During the FY25–26 budget development process, City and CRA staff collaborated to update the joint project list, which was subsequently reviewed and approved by the CRA Board at its meeting on September 9, 2025. Among the approved projects was the Inn at Boynton Demolition, for which the CRA committed $500,000 toward the demolition work.

Because time was of the essence, the Public Works Department, in coordination with the Procurement Division, promptly mobilized to identify an existing contract that the City could piggyback to expedite the start of the project. Staff identified RFP 25-093 – Demolition Services, issued by The School Board of Broward County, which meets the City's Procurement Policy exemption for cooperative and piggyback contracts.

Piggyback contracts provide a cost-effective and efficient means of procuring goods and services by leveraging competitively awarded agreements established by other governmental entities. This approach enables the City to avoid the time-consuming and costly process of issuing a separate solicitation, while benefiting from economies of scale, pre-vetted vendors, and favorable pricing. The Procurement Division has reviewed and verified all pricing to ensure full compliance with the City's procurement requirements.

Staff recommends Commission approval authorizing the Mayor to execute a piggyback agreement with The BG Group, LLC for $575,000 plus a 10% contingency of $57,500, totaling $632,500, and to proceed with the demolition of the Inn at Boynton. This demolition will mitigate liability concerns, ensure compliance with safety regulations, and support future redevelopment opportunities consistent with the City's community improvement goals.

How will this affect city programs or services? The demolition of the Inn at Boynton will have a positive impact on City programs and services by improving public safety, aesthetics, and redevelopment readiness within the CRA district. Removing this long-vacant and

deteriorating structure will eliminate potential hazards, reduce maintenance and code enforcement demands, and enhance the surrounding area's appearance. In turn, this supports the City's broader community development and economic revitalization initiatives by creating a safer and more attractive environment for future investment and redevelopment opportunities.

Budgeted Item: Yes

Account Line Item and Description: Funding for this project is allocated in account number 302-4199-580.49-17

Fiscal Impact: The Community Redevelopment Agency (CRA) has allocated $500,000 toward the demolition of the Inn at Boynton as part of the approved FY25–26 CRA Project List under the Interlocal Agreement with the City. This City will need to fund the remainder of the cost and seek reimbursement from the CRA for any cost over the allocated budget.

The CRA will present an amendment to increase the budget for this project to $575K at the next available CRA meeting.

Attachments:
R25-289 Agenda_Item_3864-2025_Resolution_for_Piggyback_Agreement_-_The_BG_Group_LLC (1).docx
26-003PB - Vendor Signed Agreement.pdf
Exhibit A - PB Backup.pdf
Exhibit B - 25-331 The Inn Hotel - 480 W Boynton Beach Blvd, Boynton Beach, FL 33435 KS - BG PROPOSAL STRUCTURAL if2.pdf
CRA - FY25-26_Exhibit_A_Approved September 9, 2025
COI - 25-26 The BG Group LLC - COBB

RESOLUTION NO. R25-289

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH THE BG GROUP, LLC, FOR THE DEMOLITION AND REMOVAL OF THE BOYNTON INN LOCATED AT 480 BOYNTON BEACH BOULEVARD, FOR AN AMOUNT NOT TO EXCEED $632,500.00 ANNUALLY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City requires demolition services to demolish and remove the Boynton Inn located at 480 Boynton Beach Boulevard; and

WHEREAS, the School Board of Broward County, Florida, issued a Request for Proposals ("RFP"), under RFP25-093, for Demolition Services; and

WHEREAS, the School Board of Broward County, Florida, found The BG Group, LLC ("Vendor") to be a responsive, responsible proposer, and awarded it a three-year contract commencing on February 19, 2025, and terminating on February 18, 2028; and

WHEREAS, the City's public works department is requesting the City enter into a Piggyback Agreement with the Vendor to provide equipment, products, or services; and

WHEREAS, the requested Piggyback Agreement with the Vendor is necessary for the Vendor to provide demolition services to the City; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the City's citizens and residents to approve the Piggyback Agreement with the Vendor for demolition services for an amount not to exceed $632,500.00 annually.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the Piggyback Agreement between Vendor and the City for demolition services for an amount not to exceed $632,500.00 annually (the "Piggyback Agreement"), in form and substance similar to that attached as **Exhibit A**.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Piggyback Agreement. The Mayor is further authorized to

execute any ancillary documents required under the Piggyback Agreement or necessary to accomplish the purposes of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Piggyback Agreement as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Taralyn Pratt to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

RESOLUTION NO. R25-289

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BG GROUP, LLC

This Piggyback Agreement is made as of this __ day of _____, 2025, by and between THE BG GROUP, LLC, a Florida Limited Liability Company, with a principal address of 3640 CARLTON PLACE, BOCA RATON, FL 33496 hereinafter referred to as "Vendor," and the City of Boynton Beach, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City."

RECITALS

WHEREAS, on November 20, 2024, THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, issued a "Request for Proposals" RFP25-093- Demolition Services for which they received responses and subsequently awarded contracts to THE BG GROUP, LLC; and

WHEREAS, THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, found THE BG GROUP, LLC ("Vendor") to be a responsive, responsible proposer, and awarded it a three-year (3) contract commencing February 19, 2025, and terminating February 18, 2028, RFP No. RFP25-093 ("Master Agreement"); and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Solicitations, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations methods where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, the City requires the ability to demolish and remove the Boynton Inn located at 480 Boynton Beach Boulevard, the City's public works department is requesting the City enter into a Piggyback Agreement with the Vendor to provide equipment, products, or services as procured by the lead agency THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA; and

WHEREAS, the Vendor has agreed to allow the City to piggyback the Agreement, a copy of which is attached as Exhibit "A."; and

WHEREAS, the vendor has provided a pricing proposal Exhibit "B." to the City of Boynton Beach that meets the requirements of the Piggyback Procurement Exemption; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

2. **TERM:** The term of this Agreement commences on full execution by the parties and will remain in effect until February 18, 2028. The Mayor is authorized to execute any renewal amendments. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor shall complete the Services on the same terms and in the same manner as set forth in the Master Agreement, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA" are hereby replaced with the "City of Boynton Beach." The City shall compensate the Vendor pursuant to the rates set forth in the Master Agreement in the amount of $575,000.00 plus a 10% contingency of $57,500.00, totaling $632,500.00 for the Demolition and removal of the Boynton Inn located at 480 Boynton Beach Boulevard. A copy of the Vendor's estimates for the services is attached hereto as Exhibit "B" and incorporated herein by this reference.

4. **NOTICES:** All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City:	Daniel Dugger, City Manager City of Boynton Beach P.O. Box 310 Boynton Beach, Florida 33425 Telephone: (561) 742-6010 / Facsimile: (561) 742-6090
Copy:	Shawna G. Lamb, City Attorney City of Boynton Beach P.O. Box 310 Boynton Beach, Florida 33425 Telephone: (561) 742-6010 / Facsimile: (561) 742-6090
Vendor: Contact Name:	THE BG GROUP, LLC Ivy Fradin 751 Park of Commerce Drive Suite 138

Boca Raton, FL 33487
Cell: 561.715.0530
Email: ivy@bgdemolition.com;

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

   Boynton Beach Finance Department
   Attn: Accounts Payable
   P.O. Box 310
   Boynton Beach, FL 33425.

   Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

   The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

   No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Vendor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Vendor of liability for the defective, faulty, or incomplete rendition of the Services.

6. **TAX EXEMPT:** Prices applicable to City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request, City will provide Vendor with proof of tax-exempt status.

7. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

9. **PUBLIC RECORDS:** Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid

unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

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

A. Keep and maintain public records required by the City to perform the service;

B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Vendor shall destroy all copies of such confidential and exempt records remaining in its possession once the Vendor transfers the records in its possession to the City; and

D. Upon completion of the contract, Vendor shall transfer to the City, at no cost to the City, all public records in Vendor's possession All records stored electronically by Vendor must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **SCRUTINIZED COMPANIES - 287.135 AND 215.473:** By execution of this Agreement, Vendor certifies that Vendor is not participating in a boycott of Israel. The Vendor further certifies that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Vendor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company

referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

11. **E-VERIFY:** VENDOR shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Vendor, Vendor may not be awarded a public contract for a period of one (1) year after the date of termination.

12. **DISPUTES:** Any disputes that arise between the parties with respect to the performance of this Agreement, which cannot be resolved through negotiations, shall be submitted to a court of competent jurisdiction in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

13. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, which together shall constitute one and the same agreement among the parties. A facsimile signature shall constitute an original signature for all purposes. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the Addendum on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement

14. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the Vendor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

15. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) calendar days' after receipt by Vendor of written notice of such neglect or failure.

16. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and

appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors, from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the City arising out of or resulting from (A) Vendor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Vendor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Vendor's failure to take out and maintain insurance as required under this Agreement. Vendor's shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement.

17. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Master Agreement. The Certificate of Insurance shall name the City of Boynton Beach, and its officers, employees and agents as an additional insured.

18. **LIMITATION OF LIABILITY:** Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Vendor beyond the amount remaining due to Vendor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to Vendor for punitive or exemplary damages or for lost profits or consequential damages.

19. **NO SPECIAL DAMAGES.** In no event shall either Party be liable to the other for any special damages, speculative damages, indirect, special, incidental, consequential, loss of profits, or other damages or losses of any kind whatsoever, no matter what the cause.

20. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

21. **COMPLIANCE WITH LAWS:** Vendor hereby warrants and agrees that at all times material to the Agreement, Vendor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

22. **ASSIGNMENT:** In the event this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Vendor, Vendor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any change of ownership of Company shall constitute an assignment that requires City's approval. Notwithstanding the foregoing, Vendor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement. Vendor shall provide City written notice of any such corporate

reorganization, consolidation, merger, or sale of substantially all of its assets related to this Agreement within thirty (30) calendar days of such event.

23. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

24. **ENTIRE AGREEMENT.** The Agreement, including the Master Agreement, sets forth the entire Agreement between the City and the Vendor with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

25. **SEVERABILITY.** If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

26. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, Vendor shall provide City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

Signature Page to follow

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

CITY OF BOYNTON BEACH, FLORIDA

_____
Rebecca Shelton, Mayor

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

THE BG GROUP, LLC

_____
(Signature)

Ivy FRADIN
Print Name of Authorized Official

Managing Member
Title

THE BG GROUP LLC 2008 (Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

STEVE Greenberg
Print Name

EXHIBIT "A"
AGREEMENT BETWEEN THE BG GROUP LLC WITH THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

EXHIBIT "B"
PROPOSAL TO THE CITY OF BOYNTON BEACH

Mauricio R. Stradiotti
Director, Procurement & Warehousing Services
7720 W. Oakland Park Boulevard
Sunrise, Florida 33351
phone: 754-321-0501 • fax: 754-321-0936
mauricio.stradiotti@browardschools.com
www.browardschools.com/PWS

The School Board of Broward County, Florida

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Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

March 5, 2025

Ivy Fradin
The BG Group LLC
751 Park of Commerce dr. #138
Boca Raton, FL 33487

Email: ivy@bgdemolition.com
Phone: 561-998-7997

Subject:	**Letter of Award and Request for Certificate Insurance**
RFP #:	RFP25-093
RFP Title:	Demolition Services
Contract Term:	2/19/2025 through 2/18/2028

Dear Ms. Fradin:

The School Board of Broward County, Florida has accepted and awarded the above-referenced RFP at the February 19, 2025 Board Meeting. This is to advise that the Cone of Silence has been lifted on the RFP and your company can contact the user department about services rendered under this contract.

To issue a Purchase Order, your firm must be a registered vendor. Use the link below to register and/or update your registration: https://schoolboardofbrowardcounty.sourcing.ariba.com/ad/selfRegistration

Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). **YOU MUST RECEIVE A NOTICE OF COMPLIANCE.**

All employees (including subcontractors and agents) who will be entering onto SBBC property must be fingerprinted and wear a SBBC issued photo identification badge at all times while on SBBC property. Part of the registration requires a PIN Number. Vendor must send an email direct to: fieldprint@browardschools.com to request a PIN Number WITH a copy of this award letter attached to the email. Information about the process can be found at this link: https://www.browardschools.com/Page/40551 If you have questions pertaining to identification badges, please contact the Security Clearance Department at (754) 321-2374.

Please note, an identification badge will not be issued and no work can commence until insurance form(s) are approved, and a written purchase order is released.

Any service provided or merchandise delivered prior to the receipt of the Purchase Order (PO) is at the full risk of the Awardee. SBBC is not responsible for the payment of any service or merchandise before issuing the corresponding PO.

Sincerely,

Edgar Lugo

Edgar Lugo
Manager, Construction Sourcing

ATTACHMENT: Insurance requirements pages from Agreement

MINIMUM INSURANCE REQUIREMENTS

Insurance Requirements. *Vendor* shall comply with the following insurance requirements throughout the term of this Agreement:

a. General Liability. *Vendor* shall maintain General Liability insurance during the term of this Agreement with limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits not less than $1,000,000 for Products/Completed Operations Aggregate.

b. Workers' Compensation. In accordance with Chapter 440, Florida Statutes, *Vendor* shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

c. Auto Liability. *Vendor* shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000 Combined Single Limit. If *Vendor* does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by *Vendor* must be furnished to SBBC stating the following: VENDOR does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR agrees to provide of proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

d. Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

e. Verification of Coverage. Proof of insurance must be submitted to the insurance tracking system within fifteen (15) days of this notification. You will receive a system-generated email within three (3) business days of this letter with insurance requirements and a unique link to upload your certificate of insurance (located at the bottom of the email as a blue box labeled Upload COI). YOU MUST RECEIVE A NOTICE OF COMPLIANCE.
   - New vendors will receive an email notification requesting account verification and insurance agent information.
   - Existing vendors will receive an email notification of the current status.

f. Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

   1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

   2. All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

   3. Certificate Holder: The School Board of Broward County, Risk MaFlorida. 600 SE 3rd Avenue, Fort Lauderdale, Florda 33301

g Cancellation of Insurance. *Vendor* is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.

h. SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverage or endorsements, herein throughout the term of this Agreement.

NOTE: **EXIGIS** IS NO LONGER HANDLING THE CERTIFICATE OF INSURANCE.

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THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323, SUNRISE, FLORIDA 33351 · TEL 754-321-0505 · FAX 754-321-0936

PROCUREMENT & WAREHOUSING SERVICES
www.BrowardSchools.com

The School Board of Broward County, Florida

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

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Brenda Fam, Esq.
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Maura McCarthy Bulman
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

November 20, 2024

Dear Prospective Proposers,

SUBJECT: Instructions to Proposers
Request for Proposals (RFP): RFP25-093- Demolition Services

The School Board of Broward County, Florida (SBBC) is interested in receiving proposals in response to the RFP for Demolition Services. Any questions regarding this RFP should be addressed to Mark H. Cohen, in writing via e-mail at Mark.cohen2@browardschools.com. Once this solicitation is released to the General Public, the Cone of Silence (See General Condition 7.45) shall take effect. Any proposer or lobbyist for a proposer is prohibited from having any communications concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement & Warehousing Services releases a solicitation to the General Public. All communications must go through the Purchasing Agent.

No other School Board or staff member(s) should be contacted in relation to this RFP. Any information that amends any portion of this RFP, which is received by any method other than an Addendum issued to the RFP, is not binding on SBBC.

In order to ensure that your bid is in full compliance with all requirements of the RFP, carefully read all portions of the RFP document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION (See Section 4.3.4 & Attachment A)
SBBC has implemented an Emerging/Small/Veteran/Minority and Women-Owned Business Enterprise (E/S/M/V/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found to adversely affect the participation of Emerging/Small/Veteran/Minority and Women-Owned Business Enterprise (E/S/M/V/WBE) in School Board contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office before submission of the bid proposal. **For information on E/S/M/V/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit https://www.browardschools.com/Page/58686**

- **NON-MANDATORY PROPOSER'S CONFERENCE**

A Proposers' Conference will be held on (**SEE SECTION 2.0 – CALENDAR**) **beginning at 9:00 a.m.** Representatives from all interested companies are encouraged to attend. (See Section 3.3)

- **REQUIRED RESPONSE FORM**

Section 1.0 Required Response Form must be completed in full and executed by an authorized representative.

- **PROPOSAL SUBMITTAL FORMAT**

Proposers are requested to organize their proposals in accordance with Section 4.0. SBBC reserves the right to reject and not consider any proposal that is not organized and does not contain all the information outlined in Section 4.

- **DUE DATE**

Proposals are due electronically (e-bidding through DemandStar) on the date and time stated in **Section 2.0 - Calendar**. In order to have your proposal considered, it must be electronically submitted and received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered; **late bids will not be accepted**.

- **STATEMENT OF "NO RESPONSE"**

If you are **not** submitting a proposal in response to this RFP, please complete **Section 9.0 -** Statement of "No Response" and return it via email to Mark.cohen2@browardschools.com. Your response to the Statement of "No Response" is very important to Procurement & Warehousing Services when creating future RFPs.

Thank you for your interest in SBBC. Again, if you have any questions, please email me at the email address stated above.

Mark H. Cohen
Purchasing Agent III

PROPOSER'S SUBMITTAL CHECKLIST

Use the following table to verify that your proposal (vendor's response to this RFP) includes all items and is completed as instructed.

Item #	Proposal Response Item	Located on RFP Page #	Completed?	Located in Proposal on Page #
1	Section 1.0 – Required Response Form - **Response Required**	5	☐	
2	Section 4.2 – Minimum Eligibility – **Response Required for Section 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6 and 4.2.7**	11	☐	
3	Section 4.3 – Proposer's Experience & Qualification/ Scope of Services	11, 12	☐	
4	**Attachment A** – SDOP Forms **- Response Required if applicable**	27	☐	
5	**Attachment C** – Conflict of Interest Form – **Response Required**	34	☐	
6	**Attachment D** – Debarment Form – **Response Required**	35	☐	
8	**Attachment E** – References – **Response Required**	37	☐	
11	**Attachment F –** Cost of Services **- Response Required**	38	☐	
12	**Attachment G –** Workers' Compensation Affidavit Form **- Response Required if applicable**	39	☐	
13	**Attachment H** – Affidavit/Use of Coercion for Labor and Services – **Response Required**	42	☐	
14	**Attachment I –** Drug-Free Workplace Form – **Response Required**	43	☐	
15	**Attachment J –** W-9 Form – **Preferred with bid or upon request**	56	☐	

REQUEST FOR PROPOSALS (RFP)

RFP25-093

Demolition Services

RFP Release Date:	**SEE SECTION 2.0 - CALENDAR**
Non-Mandatory Proposer's Conference:	**SEE SECTION 2.0 - CALENDAR** Section 3.3
Written Questions Due:	On or Before 5:00 p.m. ET **SEE SECTION 2.0 - CALENDAR** in Procurement & Warehousing Services Department
Proposals Due: *	DUE DATE Proposals are due electronically (e-bidding Through DemandStar) on the date and time stated in Section 2.0 – Calendar. In order to have your proposal considered, it must be electronically submitted and received on or before the date and time due. Proposals received after 2:00 p.m. ET on the date due will not be considered; **late bids will not be accepted**.

SEE SECTION 2.0 - CALENDAR

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement & Warehousing Services Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704

**These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure that results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex, or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158

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	The School Board of Broward County, Florida **PROCUREMENT & WAREHOUSING SERVICES** 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505	**REQUEST FOR PROPOSAL** **(RFP)**

DUE DATE: This proposal must be submitted **electronically** via DemandStar on or before 2:00 p.m. Eastern Time (ET): **12/18/2024** and plainly marked with the RFP number and title. Proposal(s) submitted electronically or received after the date and time stated above will not be considered for award. **Faxed, hard copies, and/or emailed bids are not allowed and will not be considered for award**.	**RFP NO.:** **RFP25-093**	**RELEASE DATE:** **11/20/2024**
	PURCHASING AGENT: Mark H. Cohen Mark.cohen2@browardschools.com	
RFP TITLE: **DEMOLITION SERVICES**		

SECTION 1.0 – REQUIRED RESPONSE FORM

MUST BE COMPLETED BY ALL PROPOSERS

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this proposal.

Proposer's (Company) Name:	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to an address other than as stated on the left, please complete the section below.
"Doing Business As" if applicable:	☐ Check this box if the address is the same as stated on the left.
Address:	Address:
City:	City:
State: Zip:	State: Zip:
Telephone Number:	**Proposer's Taxpayer Identification Number:**
Contact Person:	Contact Telephone Number:
Contact Person's E-Mail Address:	

Proposal Certification

I hereby certify that I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offered contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3800, Part VIII, as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this proposal are true and accurate. **Proposer agrees to complete an unconditional acceptance of the contents of all pages in this Request for Proposals (RFP) and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of the proposal submitted.**

_____ _____

Electronic or Handwritten Signature of Proposer's Authorized Representative Date

_____ _____

Name of Proposer's Authorized Representative Title of Proposer's Authorized Representative

Please use blue ink for handwritten signatures on original copies.

THIS FORM MUST HAVE AN ELECTRONIC OR HANDWRITTEN SIGNATURE IN ORDER TO BE CONSIDERED FOR AWARD. FAILURE TO SIGN THIS FORM SHALL RESULT IN DISQUALIFICATION OF THE ENTIRE PROPOSAL.

SECTION 2.0 – CALENDAR

November 20, 2024	Release of RFP25-093- Demolition Services
December 4, 2024	*Non-Mandatory Proposer's Conference (See Section 3.3) Procurement & Warehousing Services Department. The conference will be at 9:00 am at: 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 Virtual Proposer's Conference is also available at: **VIRTUAL MEETING** Join the meeting now Meeting ID: 236 436 778 218 Passcode: CBEk5z **Dial in by phone** +1 754-216-1864,,787759666# United States, Fort Lauderdale Find a local number Phone conference ID: 787 759 666#
December 11, 2024	Written questions due on or before 5:00 p.m. ET in Procurement & Warehousing Services Department
December 18, 2024	* Proposals are due electronically (e-bidding through DemandStar) on the date and time stated in Section 2.0 – Calendar. In order to have your proposal considered, it must be electronically submitted and received on or before the date and time due. Proposals Received after 2:00 p.m. ET on the date due will not be considered; late bids will not be accepted. NOTE: SBBC is no longer accepting submittal of proposals in hard copy format. All proposals must be submitted electronically via DemandStar Proposal Opening will be at: 7720 West Oakland Park Blvd., Suite 323 Sunrise, Florida 33352-6704
January 8, 2025	*Evaluation Committee reviews proposals, negotiates and makes recommendations for awards. Meeting to be held at: **IN PERSON** Procurement & Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 at 9:00 a.m. ET Any questions asked by Committee Members to a specific Proposer about their proposal and negotiation(s) are closed-door session(s) and are not open to the public per Section 286.0113(2), Florida Statutes.
January 9, 2025	Posting of Recommendation @ 3:00 PM on DemandStar

* *These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure that results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex, or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.*

**Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) at 754-321-2158.*

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION

3.1 **Introduction:** The School Board of Broward County, Florida (hereinafter referred to as "SBBC" or "District") desires to receive proposals from qualified proposers for Demolition Services.

SBBC reserves the right to increase the pool of awarded vendors, through a release of an additional solicitation, to provide the services included in the RFP each subsequent year (anniversary date) of the term of this contract, or at any time, or for an emergency release, if deemed necessary by SBBC. The proposals will be evaluated by an Evaluation Committee to determine their eligibility under the terms and conditions of this RFP. Subject to School Board approval, additional Proposers will be approved and added to the pool of currently awarded vendors. Regardless of the year a Proposer is added to the pool of awarded vendors in relation to this RFP, all awards will expire at the end of the contracted services.

The School Board of Broward County, Florida, Supplier Diversity Outreach Program, works to increase the participation of Emerging, Small, Minority, Veteran, and Women Business Enterprises (E/S/M/V/WBE). It is the intent of the Supplier Diversity Outreach Program to have a diverse group, as well as an equitable distribution of E/S/M/V/WBEs participating in any award of this Proposal. To be considered for the greatest amount of evaluation points for E/S/M/V/WBE participation, the Proposer must provide significant information on the specific certified E/S/M/V/WBE vendor(s) that will be used on any contract award for services described in this RFP. The Proposer should include the specific elements of work each E/S/M/V/WBE vendor(s) will be responsible for performing, the dollar value of the work, and the percentage of the total contract value. For a list of certified E/S/M/V/WBEs, refer to **Attachment A.**

3.2 **Questions & Interpretations:** Any questions concerning any portion of this RFP must be submitted, in writing, to Mark H. Cohen Procurement & Warehousing Services via e-mail to **Mark.cohen2@browardschools.com.** Any questions requiring a response that amends the RFP document in any manner will be answered via Addendum by the Procurement & Warehousing Services Department and provided to all Proposers. No information given in any other manner will be binding on SBBC.

Any questions concerning any condition or requirement of this RFP must be received in the Procurement & Warehousing Services Department, in writing, **on or before 5:00 p.m. ET** of the date listed in Section 2.0 – Calendar. Questions received after this date and time may not be answered. Submit all questions to the attention of the individual stated above. If necessary, an Addendum will be issued. Any verbal or written information, which is obtained other than by information in this RFP document or by Addenda, shall not be binding on SBBC.

3.3 **NON-MANDATORY PROPOSERS' CONFERENCE:** A Proposers' Conference will be held on the date and time listed in Section 2.0 – Calendar. Representatives from all interested companies are encouraged to attend. The proposer's conference is also available through MS Teams. Virtual Conference information is listed in Section 2.0 – Calendar.

The purpose of the Proposers' Conference is to allow prospective Proposers to bring forth questions they may have, to allow prospective Proposers to be aware of questions other Proposers may have, and to stimulate discussions that will generate questions in an effort to assist prospective Proposers in preparing the best and most comprehensive proposal for submission to SBBC. Questions submitted will be answered to all Proposers via Addenda. All questions shall be submitted in accordance with Section 3.3 - Questions and Interpretations. Any information given by any party at the Proposers' Conference is not binding on SBBC. Only the information provided in the RFP or via Addenda shall be considered by Proposers.

In addition, a representative from the SBBC Supplier Diversity & Outreach Program may be present to address questions regarding E/S/M/V/WBE participation.

SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

3.4 **Contract Term:**

(a) The purpose of this RFP is to establish an initial three (3) year term contract commencing on January 23, 2025**, or the date of award, whichever is later, and continuing through three (3) years after the actual commencement**. In the event that the award of a contract under this RFP is delayed by administrative proceedings for a bid protest, SBBC may choose at its sole discretion to revise the start and end dates of the awarded contract to provide the original contract term. As stated herein, the term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC and Awardee may, by mutual agreement, when exercising the option terms provided herein, extend the Agreement for a term period less than the full one (1) year option term. The Procurement & Warehousing Services Department will, if considering renewing, request a letter of intent to renew from each Awardee before the end of the current contract period. The Awardee will be notified when the School Board has acted upon the recommendation. If only one responsive and responsible bid is received, the term of the Agreement may be reduced to one year.

(b) When a subsequent Agreement award process for the award of the goods or services sought under a competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend this Agreement beyond the expiration of the two (2) term extensions, and 180 calendar day term extension, awarded under this RFP for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until the new Agreement award under protest can be approved by SBBC.

3.5 **Price Adjustments: Prices offered shall remain firm through the first three (3) years of the contract.** A request for a price adjustment, with proper documentation justifying the adjustment, may be submitted in writing 30 days before the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC before invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid, and the invoice will be returned to the Awardee for correction.

3.5.1 The Director, Procurement & Warehousing Services, may, in the Director's sole discretion on behalf of the SBBC, equitably adjust pricing if the pricing or availability of supplies is adversely affected by extreme and unforeseen volatility in the marketplace. Consideration for any pricing adjustment shall require the vendor to provide irrefutable evidence that ALL the following circumstances exist:

a. The volatility is due to causes wholly beyond the vendor's control and
b. The volatility affects the marketplace or industry, not just the vendor's source of supply; and
c. The effect on pricing or availability of supply is substantial and
d. The volatility so affects the vendor that continued performance of the contract would result in a substantial loss.

Note: Any pricing adjustment must be confirmed in writing by the Director of Purchasing.

3.6 **Submittal of Proposal:** Submit proposals in accordance with Section 4.0 - Proposals should be organized and shall include the necessary information to be in full compliance with this Section. To facilitate the proposal evaluation process, special attention should be paid to organizing proposals in a manner consistent with Section 4.0. The proposals submitted electronically, e-bidding through DemandStar should include the documents requested. SBBC reserves the right to reject and not consider any proposal that is not submitted in accordance with Section 4.0, or that does not include any necessary information.

3.7 **Evaluation & Award:** All proposals received must meet the Minimum Eligibility Requirements as stated in Section 4.2 of the RFP to be further considered for evaluation. Failure to meet the Minimum Eligibility Requirements shall result in disqualification of the entire proposal and shall not be considered for further evaluation. Those proposals that meet the minimum requirements shall be further evaluated and scored by an Evaluation Committee. **General Condition 7.1, Liability, is NOT subject to negotiation, and any proposal that fails to accept these conditions will be rejected as "non-responsive**."

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SECTION 3.0 – INTRODUCTION AND GENERAL INFORMATION (continued)

3.7 **Evaluation & Award (continued)**

All responsive Proposals will be evaluated by the Evaluation Committee (hereinafter referred to as "Committee") based upon the information submitted by Proposers in response to Section 4.0 and in accordance with the evaluation criteria established in Section 5.0 for Categories:

a.) Experience and Qualifications and Category;
b.) Cost of services will be determined by mathematical calculation by the Procurement & Warehousing Services Department and Category;
c.) Minority/Women Business Participation will be evaluated and scored by the SBBC's Supplier Diversity & Outreach Program staff. Based upon the evaluation of Proposals, the Committee will recommend Proposer(s) to SBBC for the award.

The number of firms to be recommended is solely at the discretion of the Evaluation Committee.

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SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

The entire proposal packet must be submitted electronically via the e-bidding platform DemandStar. All proposals must be neatly typed on 8 1/2" X 11" page size, with normal margins and spacing. It should be noted that the SBBC is no longer accepting submittal of proposals in hard copy format. **All proposals must be submitted electronically via DemandStar.**

Proposals must be received by the deadline for receipt of proposals specified in this RFP Calendar (Section 2).

Please note that proposals must be submitted to and received by SBBC on the date and at the time indicated in **Section 2. Proposal response submission to the Procurement and Warehousing Services Department via DemandStar on or before the stated time and date will be solely and strictly the Proposer's responsibility. SBBC will not in any way be responsible for delays in the Proposer's submission of their proposal.**

Proposals must bear the electronic or handwritten signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by SBBC as constituting an offer by the Proposer to perform the required services at the stated prices.

4.1 Response format

To maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all the information requested herein in your proposal.

4.1.1 **Title Page:** Include RFP Number, subject, the name of the Proposer, address, telephone number, and date.

4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.

4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.

4.1.4 **Required Response Form:** (Section 1.0 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted, and the proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

4.1.5 **Other Names:** State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.1.6 **Notice Provision:** Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Awardee's Representative for Notices:

Name/Title:_____

Mailing Address:_____

Email and Phone:_____

With a Copy To:

Name/Title:_____

Mailing Address:_____

Email and Phone:_____

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SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.2 **Minimum Eligibility Requirements:** The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation. To be considered for an award and to be further evaluated, the Proposer must meet or exceed the following criteria as of the opening date of the proposal. **Failure to provide or clearly state the information requested below will result in the disqualification of the proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgment for each item below. **The requested information below must be numbered as indicated below and be included in "this section" of your submitted proposal; do not place this information in any other section of your proposal.**

4.2.1 Proposers must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? ☐ Yes ☐ No **Do not check both boxes. Failure to agree to the requirements of Section 7.1 of the RFP shall cause a proposal to be non-responsive and ineligible for an award under this RFP.**

4.2.2 Proposers must meet or exceed the requirements of Section 6.3, Minimum Insurance Requirements. Will your company meet or exceed the requirements as written in Section 6.3 of this contract? ☐ Yes ☐ No **Do not check both boxes. Failure to agree to the requirements of Section 6.3 of the RFP shall cause a proposal to be non-responsive and ineligible for an award under this RFP.**

4.2.3 Please be advised that in order for bids for this project to be accepted by the School Board of Broward County, Florida the bidder must be Pre-Qualified in accordance with 1013.46 F.S., State Requirements for Educational Facilities Ch. 4.1(1), and Board Policy 7003.1 at the time of the bid opening. Bids submitted from firms not in compliance with these requirements will not be opened. Pre-Qualification are only accepted for the following licenses:

- General Contractor; or
- Broward County Demolition (Non- Explosive)

4.2.4 Complete and return, with your proposal, **Attachment C – Conflict of Interest** of the RFP. **This is a required document.**

4.2.5 Complete and return, with your proposal, **Attachment D – Debarment** of the RFP. **This is a required document.**

4.2.6 Complete and return, with your proposal, **Attachment H** - Affidavit **Use of Coercion for Labor and Services** of the RFP. This is a required document.

4.2.7 Complete and return, with your proposal, **Attachment A – S/M/WBE FORM** of the RFP. **This is a required document.**

4.3 **Evaluation Criteria – (Proposer's Experience & Qualifications, Cost of Services, Supplier Diversity Outreach Program Participation):** This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with complete information that will assist the Evaluation Committee in evaluating the proposal submitted. Proposers are requested to respond in the format, and organizational structure stated and to refrain from including promotional or advertising materials in their proposals. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire proposal.

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4.3.1 **Proposer's Experience & Qualifications – (Maximum 45 allowable points):**

4.3.1.1 **Executive Summary:** Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of the RFP. **Please refer to Attachment B for scope of services**. (Up to 20 points)

4.3.1.2 **References**: Provide a minimum of three references, clients either past or current, for whom Proposer has provided Demolition Services. References shall include, at a minimum, the client and/or School District's name and address, contact name, contact telephone number, and scope of services provided by the Proposer. (See **Attachment E** to be provided with the proposal). (Up to 15 points, 5 points for each reference)

4.3.1.3 **Litigation:** Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team. (Up to 10 points)

4.3.2 **Cost of Goods/Services – (Maximum 40 allowable points):**

4.3.2.1 Proposer must state firm pricing as indicated in the included Excel spreadsheet. The Excel format listed must be followed. No additional costs will be considered for award. Proposer's cost shall be all inclusive in accordance with the terms, conditions and specifications of this RFP, including hauling. For the sake of clarity, costs associated with the disposal fees, are not to be included.

4.3.2.2 All costs associated with the disposal fees will be charged as a passthrough with no mark-ups or other additional costs. The awardee shall provide the copy of the invoices for such fees to be entitled for payment. Failure to share such invoices will result in no payment of such costs.

4.3.2.3 Proposer shall provide the current disposal fees for each municipality as described in the Excel spreadsheet. Failure to provide such information may result in disqualification.

Evaluation of Points

Every other response will be given points proportionally in relation to the lowest total cost received. This point total will be calculated by dividing the lowest total cost by the next response received multiplied by the maximum points allotted for the Cost of Services as provided above.

Example:	Lowest Price Proposed / Next Proposer's Price		X	Maximum Allotted Points	=	Assigned Score
Example:	$1,650.00 / $2,000.00	(.825)	X	40	=	33 points

4.3.3 **SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION – (Maximum 15-20 allowable points):**

ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC): SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, and the results of the 2023 Disparity Study conducted by

Keen Independent Research (KIR). The provisions of the Policy shall apply to all competitive solicitations for Construction, Architectural & Engineering, Professional Services, Goods and Other Services, and any resulting contract documents, including change orders and amendments. For information on E/S/V/M/WBE Certification, contact The Economic Development and Diversity Compliance Department at 754-321-0770 or visit www.browardschools.com/eddc.

Nondiscrimination: Each Proposer/Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this solicitation, the Proposer/Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses to this Bid, it is understood and agreed that if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Proposer/Bidder on this solicitation and terminate any contract awarded based on the response as a condition of submitting a response to SBBC, the Proposer/Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330.

Industry–Specific Remedial Affirmative Procurement Initiative (API): Goal Setting Committee (GSC) has assigned the following API:

In accordance with SBBC Policy No. 3330, and the results of the 2023 Disparity Study conducted by Keen Independent Research the GSC has established an **Evaluation Preference For Prime Bidders with a Mandatory 10 - 20% Subcontracting Goal.** This API is applied, whereas low price is not the only factor considered in contract award, the GSC may reserve from fifteen up to a maximum of twenty (15-20) points of the total available evaluation points for award to a respondent that is a certified E/S/V/M/WBE firm.

Evaluation Preference For Prime Bidders with a Mandatory 10 - 20% Subcontracting Goal: The SBBC shall award a maximum of Fifteen (15) points, to Prime Bidder/Proposer(s) for participation: An additional Five (5) Points (for a total of 20 points) will be awarded to first time EDDC Certified E/S/V/M/WBE Prime Bidder(s), also, a Mandatory 10 - 20% Subcontracting Goal applies to this solicitation and resulting contract.

In Order to receive Preference Points, Document 00471, Bidder/Proposer Assurance Statement must be completed and submitted with Proposal (see Attachment A).

Documentation and Certification: All bidder/proposer(s) must submit Document 00471 (see Attachment A) at the time of submission. All Prime bidder/proposer(s) committing to E/S/V/M/WBE participation must also include Doc. 00475 and 00470 along with a copy of the subcontractor/subconsultant(s) EDDC Certificate.

To access the list of current E/S/V/M/WBE certified firms and information on how to become certified, visit https://www.browardschools.com/sdop.

Reporting Requirements:

MANDATORY - Post-Award Monthly Compliance Monitoring/Reporting Requirements:
Proposals that result in contracts being awarded must fully participate and comply with the EDDC Program Requirements.

If awarded, ALL awardees shall log into the SDOP Management System powered by B2Gnow.
Prime vendors must report all revenue and payment sources generated from the contract, and all payments made to E/S/V/M/WBE subcontractors must be reported by the 10th of every month.

NOTE: In addition, any changes to the utilization and/or subcontracting plan, as well as any substitutions, deletions, and/or terminations, must be approved in advance and in writing by the EDDC Department.

SECTION 5.0 – EVALUATION OF PROPOSALS

5.1 **Evaluation Committee:** The Evaluation Committee (hereinafter referred to as "Committee") shall evaluate and score all proposals received that meet or exceed Section 4.2, Minimum Eligibility Requirements and Section 7.1 Liability, according to the following criteria and Section 5.3, the Evaluation Process:

CATEGORY	MAXIMUM POINTS
A. Proposer's Experience & Qualifications (Section 4.3.1)	45
B. Cost of Services (Section 4.3.2)	40
C. Supplier Diversity Outreach Program Participation (Section 4.3.3)	15
An additional 5 points will be given to a first-time EDDC Certified ESMVWBE Prime Bidder/Proposer.	5
TOTAL	**105**

Note: Evaluation points for "Category C" shall be provided by the EDDC Department.
The SBBC shall award a maximum of Fifteen (15) points, to Prime Bidder/Proposer(s) for participation:
An Additional Five (5) Points (for a total of 20 points) to first-time EDDC Certified ESVMWBE Prime Bidder(s)/Proposers.

Failure to respond, provide detailed information or to provide requested Proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one responsive proposal is received, the Committee will proceed with scoring the one responsive proposal and may negotiate the best terms and conditions with that sole proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."

5.2 **Technicalities:** Failure to respond, provide detailed information, or provide requested proposal elements may result in the reduction of points in the evaluation process. The Committee may recommend the rejection of any proposal containing material deviations from the RFP. The Committee may recommend waiving any irregularities and technicalities. If only one (1) responsive proposal is received, the Committee will proceed without scoring the one (1) responsive proposal and may negotiate the best terms and conditions with that sole Proposer or may recommend the rejection of all proposals as permitted by Section 6A-1.012(12)(c), F.A.C."

5.3 **Evaluation Process:** The evaluation processes will be conducted in sequential steps as described below. Evaluation of proposals will be based on an average of the Committee Member's points (only for sections evaluated (scored) by the Committee).

Step 1: Minimum Eligibility: Each proposal will be evaluated by SBBC's Procurement & Warehouse Services Department to determine if the proposal meets the minimum eligibility requirements as listed above in Section 4.2 of this Bid. Proposals that fail to meet the minimum eligibility requirements as stated for the RFP will not be further evaluated nor be considered for award. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 2: RFP Evaluation Committee: This step evaluates the qualification, experience, and scope of work responses. The RFP Evaluation Committee will score the proposals on the basis of (**Category A**) Proposer's Experience & Qualifications in accordance with Section 4.3.1. All scores for steps 2, 3, and 4 will be calculated. The Committee further reserves the right to require oral presentations from any or all Proposers or to ask questions of any or all Proposers.

SECTION 5.0 – EVALUATION OF PROPOSALS (continued)

Step 3: Cost Evaluation (Category B): SBBC's Procurement & Warehousing Services Department will reveal the point values assigned to the cost proposals submitted by each Proposer in accordance with the procedures outlined in section 4.3.2. The individual responsible for this portion of the evaluation is not a voting member of the RFP Evaluation Committee.

Step 4: SDOP Evaluation (Category C): Representatives of SBBC's Supplier Diversity Outreach Program (SDOP) will assign point values for the E/S/M/V/WBE information supplied in accordance with section 4.3.3 and the information requested and described further in **Attachment A**. All required forms must be executed and submitted with your proposal in order to receive points. The individual responsible for this portion of the evaluation is not a voting member of the Committee.

Step 5: Score Computation: All scores will be calculated (except sections scored by the Committee will be averaged) and combined for a grand total.

5.4 **Tie Score:** If a tie score between two or more Proposers presents itself during the scoring of points, the decimal points to the right of the number will be extended until the tie is broken. Rounding of numbers will be applied where applicable. If the tie score cannot be broken and all other numerical factors are equal in point value, then General Condition 7.55, Tie Bid Procedures shall apply.

5.5 **Committee Questions:** The Committee reserves the right to ask questions of a clarifying nature once proposals have been opened, require presentations from all Proposers, interview any or all Proposers that respond to the RFP, or make their recommendations based solely on the information contained in the proposals submitted. Presentations, if required, will be part of the evaluation process.

5.6 **Committee's Recommendations:** A complete recording shall be made of each meeting (evaluation and negotiation session) conducted by the Committee by the Purchasing Agent. The Committee has the discretion to recommend an award to one (1) or more Proposers or to reject any or all of the submitted proposals. The Committee may choose to conduct one (1) or more exempt negotiation session(s) with as many ranked responsive proposers, in its sole judgment, deems appropriate prior to making its recommendation for award, starting with the highest-ranked proposer first, then the second highest-ranked proposer and so on. The Committee also has the discretion to commence negotiations with only a single responsive proposer if the Committee chooses to do so. During any such negotiations, the Committee reserves the right to negotiate any term, condition, specification, or price (other than those found or specified in Section 4.2 and Section 7.1 of this RFP) during an exempt negotiation session with the highest-ranked responsive Proposer. In accordance with Section 286.0113(2), Florida Statutes, any negotiation session will be conducted to the exclusion of the other ranked responsive Proposers and the public. The Committee will recess the open public portion of the evaluation meeting and conduct the exempt negotiation session of the competitive selection process, beginning with the highest-ranked responsive Proposer first, then the second-highest-ranked Proposer, and so on until finished, or the Committee also has the discretion to commence negotiations with only a single responsive proposer if the Committee chooses to do so.

Each ranked responsive Proposer must be represented during its exempt negotiations session by an **authorized representative possessing the authority to bind the Proposer to the changes made during the negotiation session and be prepared to provide the Proposer's best and final offer**. Any information communicated between the Committee and a ranked responsive Proposer during an exempt negotiation session shall not be disclosed to anyone during the open portion of the meeting, including other ranked responsive proposers until disclosure is permitted pursuant to Section 286.0113(2), Florida Statutes.

SECTION 5.0 – EVALUATION OF PROPOSALS (continued)

After the exempt negotiation session(s) is/are completed, the Committee shall reconvene the open public portion of the evaluation meeting and determine, by motion and a roll call vote, whether to recommend an award to one (1) or more ranked responsive Proposers; to declare an impasse with a ranked responsive Proposer; or to proceed with further negotiations with one (1) or more of the next highest-ranked responsive Proposers. The Committee may declare an impasse with a ranked responsive Proposer at any time or proceed with further negotiations with one (1) or more of the next highest-ranked Proposer(s). If negotiations are not successful or have reached an impasse with a ranked Proposer, the Committee reserves the right not to award a ranked Proposer if it is in the best interest of SBBC and must be stated on the record. The final scores are only a ranking of proposals for negotiation (i.e., the highest-ranked proposer will be the first to start the negotiations) and do not determine the actual award. The Committee determines the recommendation for the award of the RFP.

5.7 **Award**: The Evaluation Committee may recommend an award to a single proposer or to multiple proposers, and the recommendation is solely at the discretion of the Evaluation Committee. If a multiple award is recommended, then the Proposer must have an evaluation score of **65 points** or higher in order to be recommended for award. These Proposers must have complied with the terms, conditions, and specifications of the RFP. After the conclusion of negotiations (as stated above), the recommended award would be made for the services sought in this RFP in accordance with the terms of the negotiations. An Agreement (in the form of the Sample Agreement attached hereto as **Attachment K** shall be prepared for execution by the Awardee and SBBC and shall be governed by the laws of the State of Florida and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida. Agreements will be approved as to form and legal content by SBBC's General Counsel and will be submitted to SBBC for final approval. The recommendation to award the RFP shall be contingent upon the successful completion of a written Agreement. **Approval shall not be a guarantee of business, a guarantee of a specified volume of service, or minimum dollar revenue to be received under this contract.**

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SECTION 6.0 – SPECIAL CONDITIONS

6.1 The complete proposal properly completed and signed must be electronically submitted and received by SBBC **on or before 2:00 p.m. ET, SEE SECTION 2.0 – CALENDAR.**

The proposal shall include the **REQUIRED RESPONSE FORM** (Section 1.0 of RFP) which must be fully executed and submitted on or before **2:00 p.m. ET** on the date due to the Procurement & Warehousing Services Department in accordance with the submittal requirements. The proposal must contain all information required to be included in the proposal as described herein. All submitted proposals must include ALL documents requested and be submitted and received by SBBC on or before 2:00 p.m. ET, SEE SECTION 2.0 - CALENDAR.

6.2 **Joint Ventures:** In the event multiple Proposers submit a joint proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint proposal, the Prime Proposer must include the name and address of all parties of the joint proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, and have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one (1) Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing overall contract administration, presiding over other Proposers participating or presenting at SBBC meetings, overseeing the preparation of reports and presentations, and filing any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one (1) check for each consolidated invoice for services performed to the Prime Proposer. Prime Proposer shall remain responsible for performing services associated with response to this RFP. Note: Joint Ventures must be registered with the State of Florida, Division of Corporations – www.sunbiz.org.

6.3 **Minimum Insurance Requirements:**
The Minimum Insurance Requirements of this RFP is NOT subject to negotiation and any Proposal that fails to accept these conditions in this entirety will be reject as "non-responsive".

6.3.1 **General Liability:** Limits not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate. Limits not less than $1,000,000 for Products/Completed Operations Aggregate.

6.3.2 **Professional Liability/Errors & Omissions:** Limit not less than $1,000,000 per occurrence covering services provided under this Agreement.

6.3.3 **Workers' Compensation:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).
Complete the Workers' Compensation Affidavit (Attachment G) and submit it with the proposal, if applicable.

6.3.4 **Auto Liability:** Owned, Non-Owned, and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than $1,000,000 Combined Single Limit. If the Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of $1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:
_____ (Awardee Name) does not own any vehicles. In the event the insured acquires any vehicles throughout the term of this Agreement, the insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.

6.4 **Awardee(s) Accounting Records and Right to Audit Provisions:**

6.4.1 Awardee's and Sub-Contractor's records shall include, but not be limited to, accounting records, payroll time sheets, audited and unaudited financial statements to substantiate payment rates and income, written policies and procedures, Sub-Contractor's files and any other supporting evidence necessary to substantiate payments and income related to this Agreement (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by SBBC's agent or its

authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Awardee(s) or any of his/her payees pursuant to the execution of the Agreement. Such records subject to the examination shall also include, but not be limited to, those records necessary to evaluate and verify payments and any other matters or items associated with this Agreement.

6.4.2 For the purpose of such audits, inspections, examinations and evaluations, SBBC's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until five (5) years after the date of final payment by Awardee(s) pursuant to this Agreement. All payments which cannot be documented as paid as required by the Agreement and found not to be in compliance with the provisions of this Agreement shall be reimbursed to SBBC.

6.4.3 SBBC's agent or its authorized representative shall have access to the Awardee's facilities, shall have access to all necessary records and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with this article. SBBC's agent or its authorized representative shall give audited firm reasonable advance notice of intended audits.

6.4.4 Awardee(s) shall certify that payments are accurate and correct on each and every payment. If an audit reveals discrepancies, such as an overpayment, the Awardee(s) will be required to reimburse SBBC for the discrepancy with a minimum of eighteen percent (18%) per annum.

6.4.5 If an audit inspection or examination, in accordance with this article, discloses overpayments (of any nature) to the Awardee(s) by SBBC in excess of ten percent (10%) of the total payments, the actual cost of SBBC's audit shall be paid by the Awardee(s) as well as the overpayments by SBBC.

6.5 **W-9 Form:** All Proposers are requested to complete their W-9, (see **Attachment J)**, and submit with their proposal.

6.6 **Florida Bidder's Preference:** General Condition 8.2.4 does not apply to this RFP as no personal property is being purchased.

6.7 **Acceptance and Rejection of Proposals:**

6.7.1 **Acceptance:** All proposals properly completed and submitted will be evaluated in accordance with Section 4.0 and Section 5.0. SBBC reserves the right to reject any or all proposals that contain material deviations from the RFP or that fail to meet all mandatory requirements. SBBC may reject any or all proposals when it serves the best interest of SBBC.

6.7.2 SBBC also reserves the right to waive irregularities or technicalities in any proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

6.7.3 **Rejection:** A proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples of rejection include, but are not limited to, the following:

6.7.3.1 The proposal was submitted electronically through DemandStar after the deadline specified in the RFP.

6.7.3.2 Failure to execute and return the enclosed original **REQUIRED RESPONSE FORM** (see Section 1.0 - Required Response Form).

6.7.3.3 Failure to respond to all subsections within the RFP.

6.7.3.4 Proof of collusion among Proposers, in which case all suspected proposals involved in the alleged collusive action shall be rejected, and any participants to such collusion shall be barred from future procurement opportunities until reinstated.

6.7.3.5 The proposal shows non-compliance with applicable laws or contains any unauthorized additions or deletions, is a conditional proposal, is an incomplete proposal, or contains irregularities of any kind that make the proposal incomplete, indefinite, or ambiguous as to its meaning.

6.7.3.6 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

6.7.3.7 In the best interest of SBBC, the Board reserves the right to reject any or all proposals received when there are sound documented business reasons that serve the best interest of SBBC.

6.8 **Vendor Registration:** To become a registered vendor for SBBC, vendors must access, complete, and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at https://www.browardschools.com/supplierselfregistration . Training materials are available via our website at https://www.browardschools.com/PWS (if needed).

6.9 **ACH Payments:** Payments will be made to Awardee(s) by SBBC via ACH (Automated Clearing House) for automatic deposits (credits) after goods or services are provided by the Awardee in accordance with RFP requirements. To facilitate payments being directly deposited, the ACH Payment Agreement must be submitted to Purchasinghelpdesk@browardschools.com . New vendors can do this as part of the vendor registration process described above. Vendors already registered on SBBC's eProcure Online Supplier Portal can update their information by downloading a copy of the ACH Payment Agreement and submitting the completed form to the Purchasing Help Desk email stated above.

6.10 **Policy 4001.1 Nondiscrimination Statement:** SBBC prohibits any policy or procedure in discrimination on the basis of age, color, disability, gender identity, gender expression, genetic information, marital status, national origin, race, religion, sex, or sexual orientation. SBBC also provides equal access to the Boy Scouts and other designated youth groups. Individuals who wish to file a discrimination and/or harassment complaint may call the Director, Equal Educational Opportunities/ADA Compliance Department & District's Equity Coordinator/Title IX Coordinator at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

6.11 **Clarification of Sections 7.1 and 4.2.1 of the RFP: General Condition 7.1 – Liability (Indemnification).** This statement is to provide clarification regarding this section of the RFP and the sample agreement. **It is to be understood by all Proposers that this section is NOT subject to negotiation or have exceptions, and any proposal that fails to completely accept these conditions shall be rejected, and their proposal will be considered "non-responsive."**

If a Proposer check-marks or indicates in Section 4.2.1 (Minimum Eligibility Requirements) that they agree with this Liability/Indemnification and then provides an exception(s) to this condition within their proposal, this is considered a "conflict" and shall render the proposal as "non-responsive" and the proposal rejected.

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

SECTION 7.0 – GENERAL CONDITIONS

7.1 **LIABILITY: This General Condition of the RFP is NOT subject to negotiation or exemptions and any proposal that fails to completely accept these conditions shall be rejected as "non-responsive". (See Special Condition 6.11)**

7.1.1 By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

7.1.2 By AWARDEE: Awardee agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the Awardee, its agents, servants or employees; the equipment of the Awardee, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Awardee or the negligence of Awardee's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the Awardee, SBBC or otherwise.

7.2 **SEALED PROPOSAL REQUIREMENTS:** The "**Required Response Form**" (Section 1.0) **must be completed, either manually or digitally signed (in blue ink, preferably), and returned with your submitted proposal in order to be considered for award.** Electronic signatures on bid documents will be accepted pursuant to Section 668.004, Florida Statutes. To be considered, all proposals must be delivered in a sealed envelope (package, box, etc.), clearly marked with the words "Proposal Documents", Request for Proposal (RFP) number and the title of the RFP and received in the Procurement & Warehousing Services Department no later than the specified date and time for the Request for Proposal opening.

7.2.1 **PROPOSER'S RESPONSIBILITY:** It is the responsibility of the Proposer to be certain that all numbered pages of the RFP and all attachments thereto are received and all Addendum released are received prior to submitting a proposal without regard to how a copy of this RFP was obtained.

It is the responsibility of the Proposer to make sure the original proposal matches the digital copy as requested in the RFP. SBBC is not responsible for missing information in the proposal copies. Failure to check your proposal for missing information shall be at the risk of the Proposer and shall not be the responsibility of SBBC.

7.2.2 **PROPOSAL SUBMITTED:** Completed proposal must be submitted in a sealed envelope (package, box, etc.) with the RFP number and name clearly typed or written on the front of the envelope (package, box, etc.). Proposals must be time-stamped in Procurement & Warehousing Services Department **on or before 2:00 p.m. ET on the date due** for proposal to be considered**.** Proposals will be opened at 2:00 p.m. ET on the date due as stated in the RFP or Addendum. Failure to timely submit such proposal shall disqualify the Proposer and such proposal will be either returned to the Proposer or stored and unopened. NO FAXED PROPOSALS SHALL BE ACCEPTED. **The School Board of Broward County, Florida (SBBC) reserves the right to reject any proposal that fails to comply with these submittal requirements.**

7.2.3 **EXECUTION OF PROPOSAL:** Proposal must contain an original manual or digital signature (**in blue ink**) of an authorized representative, who can bind the company to the requirements of the RFP, in the space provided on the **Required Response Form** (Section 1.0). All proposals must be typewritten. It is requested that the submitted proposal follow the exact format as outlined in the RFP.

7.2.4 **BIDDING PREFERENCE LAWS:** The State of Florida provides a Proposer's preference for Florida vendors for the purchase of personal property. **SERVICES ARE NOT COVERED UNDER THIS REQUIREMENT**. The local preference is five (5) percent. Proposers outside the State of Florida must have an attorney, licensed to practice law in the out-of-state jurisdiction, as required by Florida Statute 287.084(2), execute the "**Opinion of Out-of-State Bidder's Attorney on Bidding Preferences**" form and must submit this form with the submitted proposal. Such an opinion should permit SBBC's reliance on such an attorney's opinion for purposes of complying with Florida Statute 287.084. Florida Proposers must also complete its portion of the form. Failure to submit and execute this form, with the proposal, shall result in the proposal being considered "non-responsive" and proposal rejected. **See the Minimum Eligibility Requirements of the RFP. (Refer to Special Condition 6.6 of the RFP)**

7.3 **SUBMITTAL OF PROPOSALS:** All Proposers are reminded that it is the sole responsibility of the PROPOSER to assure that their proposal is time-stamped in **PROCUREMENT & WAREHOUSING SERVICES on or before 2:00 p.m. ET on the date due (See Calendar Section 2.0)**. Late proposals shall not be accepted. The address for proposal submittal, including hand-delivery and overnight courier delivery, is indicated as **7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704**. The Proposer is fully and completely responsible for the payment of all delivery costs associated with the delivery of their proposal or related material. Procurement & Warehousing Services will not accept delivery of any proposal or related material requiring the School Board to pay for any portion of the delivery cost or the complete delivery cost. Prior to proposal submittal, it is the responsibility of the Proposer to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 7.2.2)

7.4 **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation, as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a vendor is not binding unless it is expressly agreed to, in writing, by SBBC.

7.5 **PRICES QUOTED:** All prices for goods quoted shall be F.O.B. Destination and freight prepaid (Proposer pays and bears freight charges). Proposer owns goods in transit and files any claims unless otherwise stated in the Special Conditions of the RFP. In case of a discrepancy in computing the amount of the proposal, the **Unit Price** quoted shall govern. For services, the unit price shall be all-inclusive of services performed.

a) **TAXES:** The School Board of Broward County, Florida, does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible property made by contractors who use the tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.

b) **MISTAKES:** Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the Proposer's risk.

c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal) unless otherwise specified in this RFP. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, the Proposer may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NTRL) Recognition Program.

e) **PROPOSER'S CONDITIONS:** Proposal conditions and specifications shall not be changed, altered or conditioned in any way. The Evaluation Committee reserves the right to reject any conditional proposal.

7.6 **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days unless otherwise stated in the RFP or by the Purchasing Agent's letter to the Proposer requesting the sample(s). If the Proposer must have the sample(s) returned, then the sample(s) will be returned at the Proposer's expense. Proposer(s) will be responsible for the removal of all sample(s) furnished within thirty (30) days after the award of the RFP. All sample(s) will be disposed of after thirty (30) days after the award of the RFP.

Each individual sample must be labeled with the Proposer's name, RFP Number and item number. Failure of the Proposer to either deliver the required sample(s) or to clearly identify samples as indicated may be a reason for rejection of the proposal item. Unless otherwise indicated in the RFP, sample(s) should be delivered to the Procurement & Warehousing Services Department, The School Board of Broward County, Florida, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida, 33351-6704.

7.7 **DELIVERY: ALL DELIVERIES SHALL BE F.O.B. DESTINATION POINT: Shipping points offered other than F.O.B. Destination shall be rejected**. Unless the actual date of delivery is specified (or specified delivery cannot be met), show the number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which the school district administration is closed.

7.8 **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by the Procurement & Warehousing Services Department as requested in the Conditions of the RFP, Information. If necessary, an Addendum will be issued. (See Special Condition 3.2)

7.9 **EVALUATION COMMITTEES AND PROPOSALS:** SBBC and its Evaluation Committees evaluate and negotiate all proposals in accordance with State Statutes 119.071 and 286.0113.

7.10 **AWARDS:** In the best interest of SBBC, the Procurement & Warehousing Services Department reserves the right to withdraw this RFP at any time prior to the time and date specified for the RFP opening. The Evaluation Committee reserves the right to reject any or all proposals received when there is sound documented business reason(s) that serve the best interest of SBBC. The Evaluation Committee reserves the right to accept any item or groups of items unless qualified by the Proposer. All awards made as a result of this RFP shall conform to applicable Florida Statutes and be governed by the laws of the State of Florida and must have a venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.

7.11 **PROPOSAL OPENING:** Proposal opening shall be public, on the date and at the time specified in the RFP. Any proposal(s) received after that time shall not be considered for award. (See Required Response Form Section 1.0)

7.12 **ADVERTISING:** In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.

7.13 **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance will be at destination unless otherwise provided in the RFP. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by SBBC unless loss or damage resulting from negligence by SBBC. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the Awardee(s) and return the product at Awardee's expense.

7.14 **PAYMENT:** Payment will be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect, and properly invoiced. Services will be paid after the service has been performed and meets the requirements of the RFP. All payments will be made by ACH (Automated Clearing House) for automatic deposits (credits).

7.15 **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees by submitting **Attachment B, Disclosure of Potential Conflict of Interest and Conflict Employment or Contractual Relationship**, with its proposal. Any employees identified by the Proposer when completing **Attachment B** should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.

7.16 **INSURANCE:** Proposer, by virtue of submitting a proposal, shall be in full compliance with paragraph 7.24 LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 6.3 of this RFP. The Proposer shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability. (Refer to the Special Conditions of the RFP for the threshold requirements) The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

7.17 **LICENSES, CERTIFICATIONS, AND REGISTRATIONS:** As of the RFP Opening Date, Proposer must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for a proposal to be considered a responsive and responsible proposal. Licenses, Certifications and Registrations required for this RFP shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. The proposer must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its proposal or within five (5) working days of notification.

An Awardee who has any License, Certification, or Registration either suspended, revoked or expired after the date of the Bid Opening shall provide notice to the Director of Procurement & Warehousing Services Department within five (5) working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the RFP opening shall not relieve the Awardee of its responsibilities under a contract awarded under this RFP.

7.18 **PRIORITY OF DOCUMENTS:** In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
a) Any Agreement resulting from the award of this RFP; then
b) Addenda released for this RFP, with the latest Addendum taking precedence; then
c) The RFP; then
d) Awardee's proposal.

7.18.1 **DISPUTES:** In the event, any dispute or difference of opinion concerning the interpretation of the Agreement and any documents incorporated therein, the decision of SBBC shall be final and binding upon all parties.

7.19 **PATENTS & ROYALTIES:** Awardee(s), without exception, shall indemnify and save harmless The School Board of Broward County, Florida and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by The School Board of Broward County, Florida. If the Awardee(s) uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

7.20 **OSHA:** Awardee warrants that the product(s) supplied to The School Board of Broward County, Florida shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

7.21 **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual proposals. Any and all Special Conditions that may vary from these General Conditions shall have precedence.

7.22 **NONDISCRIMINATION:** The respondent hereby certifies and agrees that the following information is correct: In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in the District's Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the School District to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As part of its response, the respondent shall provide to the School District a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the respondent discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a response to the School Board, the respondent agrees to comply with the District's Commercial Nondiscrimination Policy as described under its School Board Policy No. 3330 – Supplier Diversity Outreach Program, Section D.1.

7.23 **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this RFP shall be new unless otherwise specified. The items bid must be new, the latest model of the best quality and highest grade workmanship. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. Therefore, **reconditioned, refurbished, rebuilt, discontinued, used, shopworn, demonstrator, prototype or other types of product(s) of this kind are not acceptable and will be rejected.**

7.24 **LIABILITY INSURANCE, LICENSES, AND PERMITS:** Where Awardees are required to enter or go onto School Board property to deliver materials or perform work or services as a result of an RFP award, the Awardee agrees to The Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to the School Board occasioned by the negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the contract as a result of their bid.

7.25 **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the proposal in the amount specified in Special Conditions. Bid bonds will be returned to non-Awardees. After acceptance of the proposal, the School Board will notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the Awardee.

7.26 **CANCELLATION:** In the event any of the provisions of this RFP are violated by the Awardee, the Director of Procurement & Warehousing shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five (5) business days (or as required), recommendation will be made to the School Board for immediate cancellation of the Awardee's contract.

7.27 **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. Payment will be made a minimum of thirty (30) days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school will make direct payments to the vendor.

7.28 **DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which the school district administration is closed) **7:00 a.m. to 2:00 p.m. ET.**

7.29 **SUBSTITUTIONS:** The School Board of Broward County, Florida, ***WILL NOT*** accept substitute shipments of any kind. Awardees are expected to furnish the brand/manufacturer quoted in their proposal once awarded by the School Board. Any substitute shipments shall be returned at the Awardee's expense.

7.30 **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Proposer is a responsible bidder.

7.31 **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be **100% asbestos-free. It is desirous that all building materials, pressed boards and furniture supplied to the School Board also be 100% formaldehyde-free.** Proposer, by virtue of bidding, certifies by signing the proposal that, if awarded this RFP, only building materials, pressed boards, and/or furniture that is **100% asbestos-free** will be supplied.

7.32 **ASSIGNMENT:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement & Warehousing Services. There shall be no partial assignments of this RFP, including, without limitation, the partial assignment of any right to receive payments from SBBC.

7.33 **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this RFP for the period of time necessary for SBBC to release, award and implement a replacement RFP for the goods, products and/or services provided through this RFP. Such extension shall be upon the same prices, terms, and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision **shall not be for a period in excess of six (6) months** from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.

When a subsequent contract award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, The School Board reserves the right to extend any contract awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by The School Board.

7.34 **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units or service shall be provided and the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this Agreement.

7.35 **SUBMITTAL OF INVOICES:** All Proposers are hereby notified that any invoice submitted as a result of the award of this RFP must be in the same format as any Purchase Order released as a result of the award of this RFP. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order will be deemed to be not correct and will be returned to the vendor by the Accounts Payable Department for correction. The address for submitting invoices is included in Purchase Order.

7.36 **PURCHASE AGREEMENT:** This RFP, written Agreement, and the corresponding Purchase Orders will constitute the complete agreement. SBBC will not accept proposed terms and conditions that are different than those contained in this RFP, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a proposal, Awardee(s) agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.

7.37 **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. The final payment will be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

7.38 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP) PARTICIPATION:** SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program. The purpose of the program is to utilize available small, minority, and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to the submission of a bid proposal. **For information on S/M/WBE Certification, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or http://www.browardschools.com/Page/58686**.

7.39 **SBBC PHOTO IDENTIFICATION BADGE & BACKGROUND SCREENING:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents, or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three (3) requirements identified above.** This background screening will be conducted by SBBC in advance of the Awardee or its personnel providing any services. The awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes. **SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**

As of 7/01/15, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom an SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintbrowardschools.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and an FBI background check can be found at the following website:

https://www.browardschools.com/Page/35284
Click on link for Fieldprint Codes and Pricing

Payment options can be made by electronic check (e-check), Visa, MasterCard, or use of an established escrow account code. (Continued)….

These fees are non-refundable and are subject to change without notice. Badges are issued for a one-year period and must be renewed annually. The renewal date will be one (1) year from the date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for badging and fingerprinting.

Vendors shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.

7.40 **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this RFP or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, **within 72 hours after electronic release of the competitive solicitation or Addendum** and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which the school district administration is closed. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3800 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3800, Part XI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3800, shall be filed at the office of the Director, Procurement & Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.41 **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** RFP Recommendations and Tabulations will be posted on DemandStar on **SEE SECTION 2.0 - CALENDAR** and will remain posted for 72 hours. Any change to the date and time established herein for the posting of RFP Recommendations/Tabulations shall be posted in at DemandStar (under the document section for this RFP). In the event the date and time of the posting of RFP Recommendations/Tabulations are changed, it is the responsibility of each Proposer to ascertain the revised date of the posting of RFP Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP tabulation and shall file a formal written protest within ten (10) calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which the school district administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which the school district administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based".** Any person who files an action protesting an intended decision shall post with SBBC, **at the time of filing the formal written protest,** a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the Proposer within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond.

If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the School Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. **All documentation necessary for the protest proceedings will be provided electronically by SBBC.**

Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3800 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3800, Part XI, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3800, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing will not be acceptable for the filing of bonds.

7.42 **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this Agreement. Such rights will be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions, and specifications on all matters, rights and duties, and obligations established by this Agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s). (Section 7.0))

7.43 **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by the School Board. These orders will be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e., within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all vendors must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that a vendor maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.

7.44 **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items or services offered may be tested for compliance with RFP conditions and specifications at any time. Items delivered, not conforming to RFP conditions or specifications, may be rejected and returned at the vendor's expense. Services not conforming to RFP specifications shall be corrected and performed again to meet the specifications of the RFP at the expense of the Awardee. Goods or services not delivered as per delivery date in RFP and/or Purchase Order may be rejected upon delivery and/or maybe purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:

a) Cancellation and default of contract;
b) For a period of two (2) years, any proposal submitted by vendor will not be considered and will not be recommended for award.
c) All departments being advised not to do business with vendor.

7.45 **CONE OF SILENCE:** Any proposer, or lobbyist for a proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement & Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of the release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3800, Part VIII, as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**

7.46 **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof upon giving the other party thirty (30) days prior written notice that The School Board is terminating the contract award

7.47 **PACKING SLIPS:** It will be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. The packing slip must reference the SBBC Purchase Order number/control number. Failure to provide a packing slip attached to the outside of shipment will result in refusal of shipment at the vendor's expense.

7.48 **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.

7.49 **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this RFP by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.

7.50 **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 proposal on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently $25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

7.51 **SEVERABILITY:** In case of any one (1) or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision, and this RFP shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

7.52 **DISTRIBUTION:** DemandStar is the official method approved by Procurement & Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all interested parties to ensure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Proposer's failure to obtain complete bidding documents from DemandStar SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above-referenced solicitation, contact the designated Purchasing Agent, as stated herein.

7.53 **PRICE REDUCTIONS:** If, from the date of proposal opening, the Awardee either bids the same products and/or services at a lower price than offered to SBBC or reduces the price of the proposed product or service, the lowest of these reduced prices will be extended to SBBC.

7.54 **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.

a) A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and will be recorded on the School Board of Broward County's website, www.browardschools.com.
d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one (1) year after resignation or retirement or expiration of their term of office.

7.55 **TIE BID PROCEDURES:** When identical points are received from two (2) or more vendors and all other factors are equal in point value, priority for an award shall be given to vendors in the following sequence:

a) A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
b) The School Board of Broward County, Florida, M/WBE certified vendor;
c) The Broward County Certified Minority/Women Business Enterprise vendor;
d) The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise vendor;
e) The Florida Certified Minority/Women Business Enterprise vendor;
f) The Broward County vendor, other than a Minority/Women Business Enterprise vendor;
g) The Palm Beach County or Miami-Dade County vendor, other than a Minority/Women Business Enterprise vendor;
h) The Florida vendor, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
i) If the application of the above criteria does not indicate a priority for an award, the award will be decided by a coin toss. The coin toss shall be held publicly in Procurement & Warehousing Services, the tie low bid vendors invited to be present as witnesses.

Included as a part of the RFP documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form will be used by the Proposer to certify that it has implemented a drug-free workplace program.

7.56 **CONFIDENTIAL RECORDS:** The Awardee acknowledges that certain information about the District's students is contained in records created, maintained or accessed by the Awardee and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S. C. 1232g), and/or the Health Insurance Portability and Accountability Act (HIPAA) (45 CFR parts 160-164) and related District policies, as amended from time to time, currently available at www.browardschools.com. The confidential information cannot be disclosed unless valid consent is obtained from the students or their legal guardians. Both parties agree to protect these records in compliance with FERPA, HIPAA, and the District's policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

Awardee agrees that it may create, receive from or on behalf of the District, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it will: (1) hold the Confidential Records in strict confidence and will not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the District in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the District, Awardee agrees to provide the District with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the District to terminate any Agreement with Awardee.

7.57 **FORCE MAJEURE:** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall lack of funds on the part of either party be deemed Force Majeure. In the event that a vendor does not provide goods or services due to Force Majeure for a contract awarded through a competitive solicitation, SBBC reserves the right to avoid a disruption in the provision of such goods or services by purchasing them either from an alternate awardee or by obtaining pricing from at least two (2) prospective vendors.

7.58 **GRATUITIES**: Proposer(s) shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools and any Evaluation Committee Members, for the purpose of influencing consideration of their Proposal.

7.59 **PREPARATION AND COST OF PROPOSAL:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and per diem costs that are incurred by any Proposer

7.60 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION – Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one (1) agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.

CERTIFICATION:

a) The prospective lower tier participant certifies, by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

Every time a proposal is submitted that includes a reference to this Form, a new Form is required. Any proposal that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH, the Debarment Form, AND the Required Response Form.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of the proposal submitted.**

7.61 **PUBLIC INSPECTION OF PROPOSALS:** Pursuant to Section 119.071 (1)(b), Florida Statutes, responses received as a result of this RFP shall be exempt from public inspection and copying until thirty (30) days after the opening of the proposals or until posting of the recommendation for intended award, whichever is earlier. If SBBC rejects all proposals and concurrently provides notice of its intent to reissue the competitive solicitation, the rejected proposals shall remain exempt from public inspection and copying until such time as SBBC posts notice of an intended decision concerning the reissued competitive solicitation or until SBBC withdraws the reissued competitive solicitation.

If a Proposer contends that any portion of its response to the RFP is confidential and exempt from public inspection and copying, it is the Proposer's responsibility to clearly label each such portion of its proposal as confidential and specify the applicable statutory exemption from public inspection and copying on such portion(s) of its proposal. Confidential or exempt portions of any proposal must also be submitted in a separate sealed envelope and marked as such. A failure by the Proposer to prepare and label the confidential or exempt portions of its proposal in the manner specified in this section of the RFP shall constitute a waiver by Proposer of any applicable exemptions from disclosure or any confidential status including ones that may be applicable to trade secrets under Florida law.

SBBC will promptly provide a Proposer's contact person with written notice if a public records request has been made for any portions of Proposer's response to the RFP. SBBC will provide for the inspection or copying any non-exempt portions of any proposal in its possession in accordance with applicable law. If a Proposer wishes to preclude the inspection or copying of any non-exempt portions of its response to the RFP or if a dispute exists as to whether such portions are entitled to an exemption, the Proposer must obtain a protective order from a court of competent jurisdiction prohibiting the inspection or copying of the requested materials. The failure to timely initiate such legal proceedings shall constitute a waiver by the Proposer of any applicable exemption or confidential status of the requested materials.

By submitting a response to this RFP, the Proposer agrees to waive any cause of action or claim for damages it may have against SBBC for its release of records in response to a public record other than those that are prepared and labeled as confidential or exempt as described in this section. The Proposer agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based upon SBBC's non-disclosure of portions of Proposer's response that have been prepared and labeled as confidential or exempt from public inspection and further agrees to reimburse SBBC for any attorney's fees and costs it may incur in the defense of such nondisclosure.

7.62 **PUBLIC RECORDS:** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. Awardee(s) shall keep and maintain public records required by SBBC to perform the services required under this contract. Upon request from SBBC's custodian of public records, Awardee(s) shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. Awardee(s) shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract's term and following completion of the contract if Awardee(s) does not transfer the public records to SBBC. Upon completion of the contract, Awardee(s) shall transfer, at no cost, to SBBC all public records in possession of Awardee(s) or keep and maintain public records required by SBBC to perform the services required under the contract. If Awardee(s) transfers all public records to SBBC upon completion of the contract, Awardee(s) shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Awardee(s) keeps and maintains public records upon completion of the contract, Awardee(s) shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS RFP HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE RFP, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

7.63 **E-VERIFY:** Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this RFP Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this RFP Agreement to register with and use the E-Verify system to verify the work authorization for all employees subcontractor hires during the course of this RFP Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC will immediately terminate the RFP Agreement. Termination pursuant to this section is not a breach of this RFP Agreement and may not be considered as such.

7.64 **DEFAULT**: The parties (SBBC and Awardee) agree that, if either party is in default of its obligations under this RFP, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this RFP may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 7.46. If the default is not cured by the Awardee the steps in section 7.44 shall be taken

END OF THIS SECTION

SECTION 8.0 – FORMS AND ATTACHMENTS

Please fill out all attachments.

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ATTACHMENT A – ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE (EDDC) FORMS

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

This form is Mandatory and *must* be completed and submitted with bid proposal.

Document Number 00471
EDDC - Bidder/Proposer Assurance Statement

SOLICITATION #: RFP25-093
SOLICITATION TITLE: Demolition Services

NOTE TO BIDDERS:
All Bidders/Proposers must complete Document 00471 at the time of Bid submission (Attachment A)

INSTRUCTIONS: *The Bidder/Proposer Assurance Statement must be submitted with Proposal/Bid submission. The EDDC Department requires documentation to confirm the Bidder/Proposer is a District Certified Emerging, Small, Veteran, Minority or Women Owned Business Enterprise (E/S/V/M/WBE). EDDC's E/S/V/M/WBE Certificate must be submitted with proposal/Bid submission.*

COMPANY NAME: _____

NAME OF BIDDER/PROPOSER _____

1. Is the Bidder/Proposer aware of the Affirmative Procurement Initiative assigned to this solicitation, if applicable? Yes ☐ No ☐
2. **Is** the Bidder/Proposer a EDDC Certified ESVMWBE Firm: Check Mark Appropriate Box: Yes ☐ No ☐
3. **Is** Bidder/Proposer Committing to Participation in Subcontracting with SBBC Certified E/S/V/M/WBE?

   Check Mark Appropriate Box: Yes ☐ No ☐

If YES to Question #3 Please complete and submit Documents 00470 and 00475 – *Click on the link below to download EDDC Forms:*

Link to download Forms:

Document 00470 – **Statement of Intent to Perform as an S/M/WBE Subcontractor**.
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470%20Statement%20of%20Intent%202021.pdf

Document 00475 – **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule**:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00475%20Participation%20Schedule%202021.pdf

Post – Award Monthly Compliance Monitoring/Reporting Requirements.
Click the link below to access the Supplier Management System (SMS) to submit Mandatory monthly reports.
Document Link: https://browardschools.smwbe.com

I attest that I have read, understood, and will comply with the EDDC Requirements.

Name/Title: _____

Signature: _____ Date: _____

ATTACHMENT B – SCOPE OF SERVICES

1. GENERAL INFORMATION:

Whenever demolition service is required, awarded vendors will be notified to provide a proposal for each project. When a vendor is requested to provide a proposal for a project, the proposal must be itemized based on the prices submitted on the Bid Summary Document and Additional Information Document of this bid. The District will not accept a quote based on a "not to exceed" dollar total. All quotes must be itemized. However, it is understood that individual demolition jobs may warrant an additional educational discount. Therefore, a vendor may always submit an itemized quote that is based on a lower price than those submitted in their bid documents. Award for the project will be based on the total lowest price after adjustments have been made for all preferences that may be applicable.

Pricing provided on the Additional Information Document will not be considered in the award of this bid.

The School District reserves the right to award all demolition projects less than 3,500 square feet to the vendor offering the lowest price for the specified type of structure based on pricing submitted in the Bid Summary Excel of the bid after adjustments have been made for all preferences that may be applicable.

The District's representative will meet the awarded vendor on site for the purpose of conducting field measurements and noting exceptions and irregularities for the project. The awarded vendor will also provide the District's representative with a written time line reflecting daily estimated percentages of progress for the completion of a project. If the project completion can be accomplished within 72 hours or less, submission of the schedule will not be required.

2. DEMOLITION PROCEDURES:

Upon receipt of Notice to Proceed, the awarded vendor (hereinafter referred to as the contractor) shall furnish all labor, supervisors, equipment, machinery, tools, materials, transportation, and other facilities and services necessary to complete all work specified herein inclusive of portable toilet facilities.

Prior to the commencement of work a joint meeting between the contractor and the School District's representative shall be conducted to review the scope of work.

Contractor shall document disconnection of above and underground utilities which include but are not limited to water, sewage, gas, electric, phone and cable television. Documentation shall accompany the invoice for payment.

Material (debris) demolished will be transported to a land fill approved by the Solid Waste Authority, Department of Environmental Protection, or to an approved recycler or permitted clean fill site for disposal**. COPIES OF ALL WASTE DISPOSAL RECORDS SHALL BE PROVIDED TO THE OWNER AS PROOF OF PROPER DISPOSAL AS AN ATTACHMENT TO THE FINAL INVOICE FOR PAYMENT. PAYMENT WILL NOT BE MADE UNTIL ACCEPTABLE WASTE DISPOSAL RECORDS ARE RECEIVED.**

When required, backfill shall be accomplished with clean fill, free of rocks and vegetation. After fill placement and compaction, grade the surface to meet adjacent contours and to provide flow to surface drainage structures if present. Surface depressions occurring within 30 days after completions of project shall be filled and graded by the contractor at no cost to the owner.

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ATTACHMENT B – SCOPE OF SERVICES (Continued)

Should the contractor encounter material which they identify as having the potential of being hazardous waste (e.g. asbestos, underground storage tanks or other unexpected substances), they shall cease work immediately and notify the District's representative

Demolition shall be total removal of underground footings and pilings. Depressions caused by the contractor's activity shall be backfilled and compacted with clean backfill material provided by contractor, when required.
Underground sanitation lines shall be removed to the city easement line, and capped with a permanent cap. As-built site plans are not available for all locations including all utilities (e.g. Irrigation). The District may provide an aerial view depicting the structures to be demolished. The contractor shall mark the location of all city/county/private utility lines they can identify.

Free standing walls shall be leveled by the end of the work day.

When required, a security guard shall be provided during the periods that contractor is not conducting demolition at the site. This shall include nights and weekends. The cost of security services shall be a separate bid item as noted in the Additional Information Section of the bid. The number of security guards required varies depending upon size of the structure to be demolished and layout of the site.

Temporary fencing with windscreen shall be erected around larger demolition projects. The District's representative shall identify the sites and conditions requiring temporary fencing.

Equipment, materials and machinery left on site by the contractor at the conclusion of each work day shall be secured. The School District of Broward County assumes no responsibility directly or implied for the vandalizing or theft of equipment on site or operated on site during the course of the demolition.

All equipment, supplies and other items owned by the contractor shall be removed immediately upon completion of the project.

Damage to city, county, state or private sidewalks, underground and above ground utilities, structures not part of the demolition project and personal property of any nature caused as a result of the contractor's activity shall be repaired or replaced by the contractor at no cost to the owner. A written notice of satisfactory replacement or repair shall be provided to the district representative by the contractor and signed by the governmental representative or private individual. This notice shall become a part of the project file to resolve future claims for damage.

Demolition shall be accomplished in a systematic professional manner, with care and safeguards taken to protect adjacent property, contractor's employees, welfare and safety of the general public.

Occupational Safety and Health Administration rules and regulation shall be observed at all times.

Water and electrical power required for completion of the project shall be supplied by contractor.

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ATTACHMENT B – SCOPE OF SERVICES (Continued)

3. **INSPECTION:**

Contractor shall not conceal or render inaccessible work of any nature until it has been examined and approved by the District inspector. All work concealed or rendered inaccessible with no record or notification of inspection shall be uncovered by the contractor at no expense to the owner.

Contractor shall contact the District representative following completion of demolition and establish a time for owner's inspector and any public authority representative required to ensure that work has been executed in accordance with specifications and all applicable codes.

Contractor shall be responsible for notification of any public authority having jurisdiction on the demolition project as to the time and place of final inspection.

Contractor shall provide written description for demolition removal procedures and schedule prior to commencement.

4. **SCHEDULING:**

All projects shall be done on a continuous basis. Lags or gaps in the time task schedule for any project assigned under the provisions of this contract are unacceptable and may, at the owner's discretion, be grounds for termination of this contract.

5. **POLLUTION CONTROLS:**

Contractor shall use water sprinkling, (minimum 1½" diameter hose) temporary enclosures, and other suitable methods to allow NO VISIBLE EMISSIONS and to comply with governing regulation pertaining to environmental protection. Contractor shall clean structures and other interior of dust, dirt and debris caused by demolition and return adjacent areas to condition existing prior to the start of the project.

6. **SALVAGE:**

No materials salvaged from the site shall be stored or allowed to remain on site for a period exceeding 24 hours.

Salvageable materials on site shall become the property of the contractor. The potential revenues which will be derived from disposal of salvageable materials should be taken into consideration by bidders in the formalization of the base bid price.

7. **FIELD MEASUREMENTS:**

Measurements used in formulating bid shall be derived by exterior measurements of structure to be demolished. Square foot results shall be multiplied by square foot bid price under the type of structure to be demolished. Where a structure is constructed of a combination of materials (e.g. concrete block and wood) the total price shall be based upon the material with the greater weight to allow for dump fees. Final determination of material used in construction of any structure shall be made by the District's representative.

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ATTACHMENT B – SCOPE OF SERVICES (Continued)

8. **FIELD MEASUREMENTS:**

Measurements used in formulating bid shall be derived by exterior measurements of structure to be demolished. Square foot results shall be multiplied by square foot bid price under the type of structure to be demolished. Where a structure is constructed of a combination of materials (e.g. concrete block and wood) the total price shall be based upon the material with the greater weight to allow for dump fees. Final determination of material used in construction of any structure shall be made by the District's representative.

9. **PRICING:**

Contract price shall be in accordance with pricing submitted in this bid plus any discount. Proof of disposal shall be on the load tickets submitted with the contractor's final invoice at the completion of project. **Payment will not be made until acceptable waste disposal records are received. Refer to Paragraph 2 of Specifications.** Quotations shall be based upon the actual square footage measured on the exterior of the structure to be demolished per story.
All waste fees / dumping fees will remain flexible based on the current market conditions and applicable fees when the demolition work / transportation of waste material / dumping is performed. No mark-up is allowed.

10. **PROJECT RECORD DOCUMENTS:**

Accurately record actual locations of capped utilities and sub-surface obstructions.

11. **ENVIRONMENTAL AND CONSERVATION SERVICES:**

When applicable, the Broward County School District Environmental and Conservation Services office will collect samples to determine if Asbestos Containing Material (ACM) is present prior to the demolition of a site. When Asbestos Containing Material is present and left in the building, the, material should be disposed of per Federal (EPA), State (DEP) and Local (PBC Health Department) environmental regulations. For asbestos materials required to be removed prior to demolition, the District's Environmental and Conservation Services office will abate. NESHAPs notification to the Department of Health shall be made by the Environmental and Conservation Services office a minimum of ten days prior to the start of demolition.

12. **MOBILIZATION FEE:**

Each bidder may submit a mobilization fee that shall not exceed 5% of total project cost or $500, whichever is less.

13. **WATER USAGE FEE:**

Each bidder may submit a water usage fee that shall not exceed 2% of total project cost or $300, whichever is less.

14. **REGULATORY REQUIREMENTS:**

A. Conform to applicable code (NESHAPs) for demolition of structure, safety of adjacent structure, dust control.
B. Obtain required permits from authorities.
C. Notify affected utility companies before starting work and comply with their requirements.
D. Do not close or obstruct roadways, sidewalks, and hydrants without permits.
E. Conform to procedures applicable (Demolition Checklist) when discovering hazardous or contaminated materials.

ATTACHMENT B – SCOPE OF SERVICES (Continued)

15. **SITE PREPARATION:**

A. Provide, erect and maintain temporary barriers and security devices, when required.
B. Protect existing landscaping materials, appurtenances, structures, which are not to be demolished.
C. Prevent movement or settlement of adjacent structures. Provide bracing and shoring.
D. Mark locations of utilities.

16. **DEMOLITION REQUIREMENTS:**

A. Conduct demolitions to minimize interference with adjacent structures and occupancies.
B. Cease operations immediately if adjacent structures appear to be in danger. Notify owner. Do not resume operations until directed.
C. Conduct operations with minimum interference to public or private accesses. Maintain protected egress and access at all times.
D. Pre-wet material before demolition, while also keeping material wet during demolition and material loading with water so as not to allow visible emissions. Provide hoses and water connections for this purpose (minimum 1½" diameter hoses). Garden hoses shall not be allowed.
E. Disconnect, remove and cap and identify designated utilities within demolition areas.
F. Remove foundation walls and footings to a minimum of two feet below finished grade.
G. Remove concrete slabs-on-grade.
H. Backfill open pits and holes caused as a result of demolition.
I. Rough grade and compact areas affected by demolition to maintain site grades and contours.
J. Remove demolished materials from site.
K. Remove and promptly dispose of contaminated, vermin infested, or dangerous materials encountered.
L. Do not burn or bury materials on site. Leave site in clean condition.
M. Remove temporary work.
N. Fill materials shall be natural river or bank sand, free of silt, clay, loam, friable or soluble materials or organic matter.

17. **CONTRACTORS REQUIREMENTS:**

The successful bidder (hereinafter referred to as the contractor) shall furnish, at their expense, all labor, supervisors, equipment, machinery, tools, materials, transportation, and other facilities and services necessary to fully complete all work specified herein inclusive of portable toilet facilities.

Work shall be accomplished in accordance with specifications set forth herein, and all applicable state, county and local laws, codes and ordinances. In addition, the contractor shall comply with the letter and intent of all EPA, OSHA and any other pertinent federal state and local regulations concerning the work specified. Any and all work not meeting these requirements shall be corrected at no expense to the School District. Contractor shall secure and pay applicable fees, licenses necessary for the proper execution and completion of required work.

The contractor shall be responsible for ALL underground utility locates, inclusive of irrigation, and shall provide two (2) copies of underground utilities locate report/plan to appropriate District official for project, prior to destruction commencement.

ATTACHMENT B – SCOPE OF SERVICES (Continued)

Contractor shall correct any and all damage caused by their operations to the District's satisfaction at no additional cost to the District inclusive of, but not limited to, Any water lines, sanitary lines, irrigation lines, electrical lines, curbs, sidewalks, fences, gates, streets, parking lots, grassed areas, broken or damaged. This shall include the correcting and reworking all sodded or grassed areas damaged due to their operations.

The contractor shall provide protection to buildings, structures and utilities that are under or above the ground, or on the surface, from contractor's operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of personnel against hazards or injuries due to the demolition operation at the work site. The public shall be protected at all times from danger areas where injury may occur and all danger areas must be clearly marked.

The contractor shall be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

Safeguard of all equipment, tools, materials, etc., at the work site is the contractor's responsibility.

The contractor shall have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.

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ATTACHMENT C – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS
(See General Condition 7.15 and Section 4.2)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP, the names of any employees who are employed by the Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☐ I hereby affirm that there are no known persons employed by the Proposer who are also employees of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer and who are also employees of SBBC have been identified above.

_____ _____
Signature Printed Name of Official

_____
Company Name

_____
Business Address

_____
City, State, Zip Code

ATTACHMENT D – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS
(See General Condition 7.60 and Section 4.2)

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE.)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: **http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35.**

(1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower-tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____
Organization Name

_____
Name(s) and Title(s) of Authorized Representative(s)

_____ _____
Signature(s) Date

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INSTRUCTIONS FOR ATTACHMENT D - CERTIFICATION OF DEBARMENT

1. By signing and submitting this proposal, the prospective lower-tier participant will provide the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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ATTACHMENT E – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Company Name: _____

List the minimum number of required references as stated in the Special Conditions, which show experience in similar work, including nature and scope of work, which demonstrates expertise in providing the services as stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number, and date(s) of service.

REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Date(s) of Service:	
Scope of Work:			

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ATTACHMENT F – COST OF SERVICES

THIS EXCEL FILE MUST BE DOWNLOADED DIRECTLY FROM DEMANDSTAR

SPREADSHEET: Vendor **must** fill out the attached Cost of Services Excel document electronically. No handwritten summary sheets will be accepted. Complete the Excel file and submit in .xls type format with your bid proposal response in Demand Star.

NOTE: Carefully review each tab to ensure all applicable spaces are completed. Below is a list of the tabs:

SEE ATTACHED EXCEL (.XLS) PRICING BID SUMMARY SHEET TABS AS FOLLOWS:

1) Company Representative – Must be completed by Proposer
2) Tab Pricing – Must be completed by Proposer
3) Additional Information
4) Disposal Fees

ATTACHMENT G – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES
(Complete only if your firm has less than four (4) employees)

_____ (Company Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this contract.

I further certify that, if during the period covered by this affidavit, the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one (1) or more employees are employed shall provide evidence of Workers' Compensation coverage.

Under penalties of perjury, I declare that I have read the foregoing Workers' Compensation Affidavit and that the facts stated in it are true.

.

Electronic or handwritten signature:_____

Print/Type Name: _____

Title: _____

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ATTACHMENT H - AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

MUST BE COMPLETED BY ALL PROPOSERS

Respondent Vendor Name:_____

Vendor FEIN::_____

Vendor's Authorized Representative Name and Title:_____

_____

Vendor Address:_____

City:_____ State: _____ ZIP Code: _____

Phone Number:_____

Email Address:_____

Section 787.06 Florida Statutes requires all nongovernmental entities executing renewing or extending a contract with a governmental entity to provide an affidavit signed by and officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor on services as defined I that statute. **The School Board of Broward County, Florida** is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine or threaten to restrain, isolate or confine any person without lawful authority and against her or his will,
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and define,
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration documents, or any other actual or purported government identification document, of any person.
- Cause or threaten to cause financial harm to any person,
- Entice or lure any person by fraud or deceit, or
- Provide a controlled substance as outlined in Schedule 1 or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing affidavit regarding the use of coercion for labor and services and that the facts stated in it are true.

Electronic or Handwritten Signature: _____

Print/Type Name: _____

Title: _____

ATTACHMENT I – DRUG FREE WORKPLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED ELECTRONICALLY OR IN HANDWRITING.

This sworn statement is submitted to The School Board of Broward County, Florida,

By_____
(Print individual's name and title)

for_____
(Print name of entity submitting sworn statement)

whose business address is
_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published 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. Informed employees about the dangers of drug abuse in the workplace, the business' 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. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.

4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Will 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. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

7. Under penalties of perjury, I declare that I have read the foregoing Drug Free Work place and that the facts stated in it are true.

_____
_
(Vendor Electronic Or Handwritten Signature)

ATTACHMENT J – W-9 FORM

Please retrieve the latest version of the W-9 form from the IRS website listed below:

https://www.irs.gov/pub/irs-pdf/fw9.pdf

This form can be filled out online and printed for signature. Only page one (1) needs to be returned.

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT K – SBBC SAMPLE AGREEMENT
FOR VIEWING PURPOSES ONLY

AGREEMENT

THIS AGREEMENT is made and entered into by and between:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

INSERT EXACT LEGAL NAME OF OTHER PARTY
(hereinafter referred to as "VENDOR"),
whose principal place of business is
[insert address here]

WHEREAS, SBBC issued a Request for Proposal identified as RFP FY2X-XXX - Title (hereinafter "RFP"); dated _____ and amended by Addendum No. 1, dated _____ all of which are incorporated by reference herein, for the purpose of receiving proposals for (Repeat Title)_____; and

WHEREAS, VENDOR offered a proposal dated _____ (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to this RFP; and

WHEREAS, VENDOR shall provide construction, operational and information technology auditing services to assist the Office of the Chief Auditor which will include, but not limited to, facility audits, general contractor audits, subcontractor payment audits, construction program oversight, site safety and security audits, technology audits, information systems audits, information security audits, operational audits of business/service departments, internal fund/accounts/activities of schools, and process reviews, as requested.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

ARTICLE 1-RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

2.01 **Term of Agreement**.

(a) The term of this Agreement commences on _____ ("Effective Date") and concludes on _____ unless terminated earlier pursuant to section 3.05 of this Agreement. The term of the Agreement may, by mutual agreement between SBBC and VENDOR, be extended for two (2) additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by a written Amendment to this Agreement that is approved and executed by both parties.

(b) When a subsequent Agreement award process for the award of the goods or services sought under this competitive solicitation is stopped due to the filing of a formal written protest, SBBC reserves the right to extend any Agreement awarded under this competitive solicitation for the goods or services contained in the subsequent competitive solicitation that is being protested. Such extension shall be until such time as the new award under protest can be approved by SBBC.

2.02 **Description of Services Provided**. VENDOR shall provide SBBC with the Scope of Services in its Proposal and in compliance with this Agreement, the RFP and its Addenda, and as specified below:

PROVIDE SCOPE OF SERVICES - HERE

2.03 **Priority Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: This Agreement, then;
Second: Addendum No. 1, then;
Third: RFP FY2X-XXX – Title, then;
Fourth: Proposal submitted in response to the RFP by VENDOR.

2.04 **Cost and Payment**.

(a) Cost. The costs to SBBC for services that VENDOR must satisfactorily render under this Agreement and the hourly cost provided below shall include all travel and out-of-pocket expenses (all-inclusive) and are as follows:

PROVIDE SAMPLE COST OF SERVICES - HERE

(b) VENDOR may also provide during the term of this Agreement, a written quotation to SBBC for specialized consultant services which are not directly covered under this Agreement but would be needed to perform the audit services. The written quotation shall provide the type of consultant services requested, the scope of services to be performed and cost of services which may be negotiated by SBBC with the consultant and VENDOR.

(c) Payment. VENDOR shall submit a proper and appropriate invoice together with all required documentation to the Department Name, The School Board of Broward County, Florida, Address. SBBC will pay VENDOR's proper and appropriate invoice within thirty (30) calendar days of the date of same invoice. *(Note: If vendor is a SMWBE Certified Vendor then change the thirty (30) calendar days to net seven (7) days after date of same invoice.)*

(d) The costs within VENDOR's invoices shall not exceed the total amount as stated on the Purchase Order(s) issued. VENDOR may offer, at any time to SBBC, a special educational discount for pricing and/or reduce the cost of services during the term of this Agreement. VENDOR may invoice SBBC at an hourly rate less than its original bid price at any time during the term of this Agreement.

2.05 **SBBC Disclosure of Education Records** *(Written in conjunction with Todd Sussman)*

(Purposes)

Section (a) should list all of the purposes that SBBC will give student education records to an outside party/vendor. ANY student information is considered an education record, even if it is not academic. The first purpose listed must be a user-friendly description of the program or service.

(a) SBBC staff will provide _____with the education records in this section for the following purposes:

(1) [overall description of program or service in user-friendly terms]

(2) [The number of purposes varies by agreement]

(3) -----

(4) -----

(Types)

Section b lists all the types of student records given to an outside party/vendor as well as method of delivery. Different methods of delivery will need their own subsection (i.e.: a,b,c)

(b) SBBC will provide _____ with the following education records, via _____ [method of delivery]

(1) Student first and last name

(2) _____

(3) _____

NOTES:

At times if an SBBC database will be accessed by a vendor, only the types of records needed and information about the specific students served is allowed to be accessed by the vendor. Anything beyond that is a violation of FERPA.

Some agreements cover disclosures made via the District's integration system (currently: Clever). Please verify (with IT) that any disclosures listed with this method are do-able.

2.06 **VENDOR Safeguarding the Confidentiality of Education Records**

(a) Notwithstanding any provision to the contrary within this Agreement, _____ shall:

1) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

2) hold any education records in strict confidence and not use or re-disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

3) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC upon request;

4) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

5) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

6) notify SBBC immediately upon discovery of a breach of confidentiality of education records by telephone at 754-321-0421 (Assistant Director, Information Security), and 754-321-1900 (Privacy Officer), and email at privacy@browardschools.com; and take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

7) fully cooperate with appropriate SBBC staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

8) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC any direct costs incurred by SBBC for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes

9) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

10) provide SBBC with the name and contact information of its employee who shall serve as SBBC's primary security contact and shall be available to assist SBBC in resolving obligations associated with a security breach of confidentiality of education records; and

11) purge education records from any media once the media is no longer in use or is to be disposed.

(b) All education records shall remain the property of SBBC, and any party contracting with SBBC serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC's request, return to SBBC or dispose of the education records in compliance with the applicable Florida Retention Schedules and provide SBBC with a written acknowledgment of said disposition.

(c) _____ shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

2.07 **HIPAA Compliance**. _____ acknowledges that the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act") (HIPAA and HITECH Act are collectively referred to herein as "HIPAA") protect the privacy of protected health information ("PHI") and may be applicable to student records in certain circumstances; and shall enter into SBBC's HIPAA Business Associate Agreement ("BAA") attached as **Attachment A**. PHI may be used and disclosed only in compliance with HIPAA.

2.08 **Data Center Control Standards**

(a) The Statement on Standards for Attestation Engagements ("SSAE") 16 or SSAE 18 is a set of auditing standards and guidance on using the standards, published by the Auditing Standards Board ("ASB") of the American Institute of Certified Public Accountants ("AICPA"), for redefining and updating how service companies report on compliance controls.

(b) An SSAE 16 or SSAE 18 compliance assessment must be completed and an SSAE 16 or SSAE 18 compliance assessment report(s) must be issued before the commencement of services for each data center to be utilized and/or hosted by VENDOR or by one of VENDOR's subcontractors in the performance of this Agreement. A copy of each SSAE 16 or SSAE 18 compliance assessment report(s) shall be provided to SBBC within ten (10) calendar days after the Effective Date of this Agreement and before the commencement of services by the VENDOR or by any of VENDOR's subcontractors. Each data center utilized and/or hosted by VENDOR or one of VENDOR's subcontractors in the performance of this Agreement shall have and maintain a current SSAE 16 or SSAE 18 certification.

Each data center utilized and/or hosted by VENDOR or by one of VENDOR's subcontractors in the performance of this Agreement thereafter must, at minimum, annually complete an SSAE 16 or SSAE 18 compliance assessment and maintain SSAE 16 or SSAE 18 certification. The resulting annual SSAE 16 or SSAE 18 compliance assessment report(s) shall be provided by VENDOR to SBBC throughout the term of the Agreement and within ten (10) calendar days after its/their receipt by the VENDOR or the VENDOR's subcontractors.

Along with the two types of audits, the copies of the SSAE 16 or SSAE 18 compliance assessment reports provided to SBBC shall include any completed Service Organization Control ("SOC") reports including (a) SOC 1 reports containing internal controls over financial reporting; (b) SOC 2 reports covering security, processing integrity, privacy controls, confidentiality and availability; and/or (c) the final SOC 3 report. SBBC is unable to execute a nondisclosure agreement ("NDA") for its receipt of any such reports. However, any information or documents provided to SBBC by the VENDOR or any of its subcontractors that is clearly labeled as "Confidential and Exempt from Public Inspection as a Trade Secret pursuant to Section 812.081(1)(f), Florida Statutes" will only be viewed by such SBBC personnel as is necessary and will not be made available for public inspection or copying pursuant to Chapter 119, Florida Statutes, and with Section 24(a), Article I of the Florida Constitution.

2.09 **Inspection of VENDOR's Records by SBBC**. VENDOR shall establish and maintain books, records, and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's applicable records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation, and reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze, and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze, and verify the applicable business records of VENDOR directly relating to this Agreement in order to verify the accuracy of invoices provided to SBBC. Such audit shall be no more than one (1) time per calendar year.

(a) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations, and reproductions, SBBC's agent or authorized representative shall have access to VENDOR's records from the Effective Date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(b) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance written notice [not to exceed two (2) weeks] of any intended audit, inspection, examination, evaluation, and reproduction.

(c) Audit Site Conditions. SBBC's agent or its authorized representative shall have reasonable access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(d) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation, and reproduction as permitted under this section constitute grounds for termination of this Agreement by SBBC for cause and are grounds for SBBC's denial of some or all of any VENDOR's claims for payment.

(e) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) calendar days of receipt of written demand.

(f) Inspection of Subcontractor's Records. If applicable, VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract constitute grounds for termination of this Agreement by SBBC for cause and are grounds for the exclusion of some or all of any Payees' costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(g) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.10 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To SBBC:
Superintendent of Schools
The School Board of Broward County, Florida
600 S.E.3rd Avenue
Fort Lauderdale, Florida 33301

With a Copy to:
Chief Auditor
Office of the Chief Auditor
The School Board of Broward County, Florida
600 S.E.3rd Avenue
Fort Lauderdale, Florida 33301

To VENDOR:
Insert Name Provided by Other Party
Insert Address Provided by Other Party

With a Copy to:
Insert Name Provided by Other Party
Insert Address Provided by Other Party

2.11 **E-Verify**. Pursuant to Section 448.095, Florida Statutes, any party contracting with SBBC shall register with and use the E-Verify system to verify the work authorization for all employees hired during the course of this Agreement. Any such party shall require any subcontractors used to perform the duties and responsibilities under this Agreement to register with and use the E-Verify system to verify the work authorization for all employe

that the subcontractor hires during the course of this Agreement. If applicable, any such party must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States. If SBBC has a good faith belief that any such party has knowingly violated Section 448.09(1), Florida Statutes, SBBC may immediately terminate this Agreement for cause and without notice or an opportunity to cure the violation. Termination by SBBC pursuant to this section is not a breach of this Agreement and may not be considered as such.

2.12 **Background Screening.** VENDOR shall comply with all requirements of Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and all of its personnel who (a) are to be permitted access to school grounds when students are present, (b) will have direct contact with students, or (c) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel who are subject to background screening include all of VENDOR's non-exempt employees, representatives, agents, and sub-contractors performing duties under this Agreement who meet any of the three (3) descriptions listed above. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under this Agreement. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement (FDLE) to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate this Agreement immediately for cause and with no opportunity required to permit VENDOR to cure such default and no further responsibilities or duties for SBBC to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this section or with Sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes. SBBC issued identification badges must be worn at all times when on SBBC property or when performing services for SBBC and must be worn where they are visible and easily readable.

2.13 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. VENDOR shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, VENDOR shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. VENDOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if VENDOR does not transfer the public records to SBBC. Upon completion of the Agreement, VENDOR shall transfer, at no cost, to SBBC all public records in possession of VENDOR or keep and maintain public records required by SBBC to perform the services required under the Agreement. If VENDOR transfers all public records to SBBC upon completion of the Agreement, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SBBC, upon request from SBBC's custodian of public records, in a format that is compatible with SBBC's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, RECORDREQUESTS@BROWARDSCHOOLS.COM, RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SOUTHEAST THIRD AVENUE, FORT LAUDERDALE, FLORIDA 33301.

2.14 **Liability**. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

(a) By SBBC. SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable, up to the limits of Section 768.28, Florida Statutes, for any damages resulting from said negligence.

(b) By VENDOR. VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs, and all other sums which SBBC, its agents, servants, and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of or due to the products, goods, or services furnished by VENDOR, its agents, servants, or employees; the equipment of VENDOR, its agents, servants, or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs, and expenses are for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC, or otherwise.

(Note: These insurance requirements must match the RFP)

2.15 **Insurance Requirements.** VENDOR shall comply with the following insurance requirements throughout the term of this Agreement:

(a) General Liability. VENDOR shall have and maintain General Liability insurance with limits of not less than $1,000,000 per occurrence for Bodily Injury/ Property Damage; $1,000,000 General Aggregate; and limits of not less than $1,000,000 for Products/Completed Operations Aggregate.

(b) Professional Liability/Errors & Omissions. VENDOR shall have and maintain Professional Liability/Errors & Omissions insurance with a limit of not less than $1,000,000 per occurrence covering any services provided under this Agreement.

(c) Workers' Compensation. In accordance with Chapter 440, Florida Statutes, VENDOR shall have and maintain Workers' Compensation insurance and Employer's Liability limits of not less than $100,000/$100,000/$500,000 (each accident/disease-each employee/disease-policy limit).

(d) Auto Liability. VENDOR shall have and maintain Owned, Non-Owned and Hired Auto Liability insurance with Bodily Injury and Property Damage with limits of not less than $1,000,000 Combined Single Limit. If VENDOR does not own any vehicles, it shall have and maintain hired and non-owned automobile liability coverage in the amount of $1,000,000. In addition, an affidavit signed by VENDOR must be furnished to SBBC stating the following: "VENDOR does not own any vehicles. If VENDOR acquires any vehicles during the term of the Agreement, VENDOR agrees to provide proof of "Any Auto" coverage effective as of the date of vehicle acquisition."

(e) Acceptability of Insurance Carriers. The insurance policies required under this Agreement shall be issued by companies qualified to do business in the State of Florida and having a rating of at least A- VI by AM Best or Aa3 by Moody's Investor Service.

(f) Verification of Coverage. Proof of the required insurance must be furnished by VENDOR to SBBC's Risk Management Department by Certificate of Insurance within fifteen (15) calendar days of the date of this Agreement. To streamline this process, SBBC has partnered with EXIGIS Risk Management Services to collect and verify insurance documentation. All certificates (and any required documents) must be received and approve

by SBBC's Risk Management Department before any work commences in order to permit VENDOR sufficient time to remedy any deficiencies. VENDOR must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.

(g) Required Conditions. Liability policies must include the following terms on the Certificate of Insurance:

1. The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insureds.

2. All liability policies are primary of all other valid and collectible coverage maintained by The School Board of Broward County, Florida.

3. Certificate Holder: The School Board of Broward County, Florida, Risk Management Department, 600 SE 3rd Avenue, Fort Lauderdale, Florida 33301

(h) Cancellation of Insurance. VENDOR is prohibited from providing services under this Agreement with SBBC without first obtaining the minimum required insurance coverage and must notify SBBC within two (2) business days if required insurance is canceled.

(i) SBBC reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements herein throughout the term of this Agreement.

2.16 **Nondiscrimination.**

(a) As a condition of entering into this Agreement, VENDOR represents and warrants that it will comply with the SBBC's Commercial Nondiscrimination Policy, as described under, Section D.1 of SBBC's Policy No. 3330 – Supplier Diversity Outreach Program.

(b) As part of such compliance, VENDOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall VENDOR retaliate against any person for reporting instances of such discrimination. VENDOR shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the SBBC's relevant marketplace. VENDOR understands and agrees that a material violation of this clause is considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in SBBC Agreements, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third-party.

2.17 **Annual Appropriation.** SBBC's performance and obligations under this Agreement is contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty accrues to SBBC if this provision is exercised, and SBBC is not obligated or liable for any future payments due or any damages as a result of termination under this section.

2.18 **Excess Funds**. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC, together with any applicable statutory interest.

2.19 **Proprietary Information.**

(a) Any documents or materials submitted to SBBC shall be open for inspection by any person in accordance with Section 119.07, Florida Statutes, except as otherwise exempted from disclosure by applicable law. A party contracting with SBBC must clearly mark, label, designate, or identify any portions of any documents or materials it provides to SBBC which are claimed to be confidential and exempt from public inspection, provided that the confidential or exempt portions of such documents or materials are clearly marked with specific citations of law that provide the asserted confidentiality or exemption. A contracting party's failure to identify any confidential or exempt portions of documents or materials or to specify the law establishing their confidential or exempt status is a waiver of confidential or exempt status for any such unidentified or unsupported portions of any documents or materials.

(b) If SBBC receives a public record request for documents or materials in its custody under this Agreement which have been properly marked as confidential or exempt, SBBC will notify the contracting party of the public records request. The notice shall state that the requested materials will be produced by SBBC to the requesting party within ten (10) calendar days of the date of the written notification, unless the contracting party has initiated an action at its sole cost and expense in a court of competent jurisdiction to preclude the release of the requested materials. The contracting party shall name the party requesting the documents or materials as a defendant and will not name SBBC as a party to the action, but will provide SBBC with notice of such proceedings. The contracting party agrees to indemnify SBBC for any costs, expenses, and attorney's fees SBBC may incur with regard to any legal proceedings and judgments that may arise from the request for the contracting party's public records that are subject to claims of confidential or exempt status. A failure to timely initiate the legal action required by this paragraph is a waiver of any claim that the requested information is confidential and exempt from public disclosure. The contracting party waives any cause of action against SBBC for the release of materials pursuant to a public records request except for any claims based upon the intentional or grossly negligent conduct of any employee of SBBC.

2.20 **Incorporation by Reference**. **Exhibit[s]** Insert appropriate Exhibit letters or numbers attached hereto and referenced herein are incorporated into this Agreement by reference. *(delete clause if there are no attachments.)*

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity**. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section survives the termination of all performance or obligations under this Agreement and is fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third-Party Beneficiaries**. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations under this Agreement in or upon any third person or entity. None of the parties intend to directly or substantially benefit a third-party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third-party is entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any Agreement.

3.03 **Independent Contractor**. The parties to this Agreement are acting in the capacity of independent contractors and not as an officer, employee, or agent of one another. Neither party or its respective agents, employees, subcontractors, or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits, or any other benefits of SBBC employees exists as a result of the performance of any duties or responsibilities under this Agreement. SBBC is not responsible for Social Security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors, or assignees.

3.04 **Default**. The parties agree that, if either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) calendar days' written notice to cure the default. However, if said default cannot be cured within said thirty (30) calendar day period and the defaulting party is diligently attempting in good faith to cure same, the time period will be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) calendar days' notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy is cumulative and in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder precludes any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to section 3.05.

3.05 **Termination**. This Agreement may be terminated with or without cause by SBBC during the term hereof upon thirty (30) calendar days' written notice to the other parties of its desire to terminate this Agreement. In the event of such termination, SBBC is entitled to a *pro rata* refund of any pre-paid amounts for any services scheduled to be delivered after the effective date of such termination. SBBC has no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion, or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, that title to such property shall pass to SBBC, and that SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

3.07 **Place of Performance**. All of SBBC's obligations under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and are payable and performable in Broward County, Florida.

3.08 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any disputes, controversies, or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or to the jurisdiction of the United States District Court for the Southern District of Florida. Each party agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court for the Southern District of Florida has jurisdiction over it for any dispute arising under this Agreement.

3.09 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof is predicated upon any prior representations or agreements, whether oral or written.

3.10 **Binding Effect**. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

3.11 **Assignment**. Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered by any party without the prior written consent of the other party. There shall be no partial assignment

of interests under this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.12 **Captions**. The captions, section designations, section numbers, article numbers, titles, and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe, or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.13 **Severability**. If any one or more of the sections, paragraphs, sentences, clauses, or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable, or void in any respect, such does not affect the remaining portions of this Agreement and the same remain in full force and effect as if such invalid, illegal, unlawful, unenforceable, or void sections, paragraphs, sentences, clauses, or provisions had never been included.

3.14 **Preparation of Agreement**. The parties acknowledge that they have sought and obtained whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.15 **Amendments**. No modification, amendment, or alteration in the terms or conditions contained herein is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.16 **Waiver**. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement is not a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver is only effective as to the specific instance for which it is obtained and is not a continuing or future waiver.

3.17 **Force Majeure**. Neither party is obligated to perform any duty, requirement, or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, epidemics, pandemics, government regulations, and the issuance or extension of existing government orders of the United States, the State of Florida, or local county and municipal governing bodies, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.18 **Rights and Remedies.** The duties and obligations imposed by this Agreement and the rights and remedies available thereunder are in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

3.19 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds survive the termination of this Agreement.

3.20 **Agreement Administration.** SBBC has delegated authority to the Superintendent of Schools or her/his designee to take any actions necessary to implement and administer this Agreement.

3.21 **Counterparts and Multiple Originals.** This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is an original, but all of which, taken together, shall constitute one and the same Agreement.

3.22 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement upon the date of the last signature below.

[THIS SPACE INTENTIONALLY LEFT BLANK]

ATTACHMENT L – DEMANDSTAR REGISTRATION INSTRUCTIONS

To register for free as a vendor in the DemandStar Platform, you must complete the registration form.

1. Navigate to the DemandStar page by going to https://www.demandstar.com/app/registration.
2. On the Get Started! Create your free DemandStar account page, and fill in your E-mail address and your Company Name.
3. Read and accept the Terms of Use and Privacy Policy.
4. Choose your Free Agency: Please type Broward County Public Schools and, select it, and click next.
5. Input your Company Contact Information and click Submit.
6. Input your Contact Information and click Submit.
7. An email will be sent to you to confirm your account.
8. If you need further assistance, please contact DemandStar Support at support@demandstar.com or call (206) 940-0305.

SECTION 9.0 – STATEMENT OF "NO RESPONSE

If your company will not be submitting a response to this Request for Proposal, please complete this Statement of "No Response" Sheet and return, prior to the RFP Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information will help SBBC in the preparation of future RFPs.

Company Name:_____

Contact: _____

Telephone:_____

Email:_____

✓	Reason(s) for "No Response":
☐	Unable to comply with product or service specifications.
☐	Unable to comply with scope of work.
☐	Unable to quote on all items in the group.
☐	Insufficient time to respond to the Request for Proposal.
☐	Unable to hold prices firm through the term of the contract period.
☐	Our schedule would not permit us to perform.
☐	Unable to meet delivery requirements.
☐	Unable to meet bond requirements.
☐	Unable to meet insurance requirements.
☐	Other (Specify below)

Comments:

Signature: _____ Date: _____

END OF RFP

Broward County Public Schools Is An Equal Opportunity/Equal Access Employer

THE BG GROUP LLC

TITLE PAGE

4.1.1

Bid Title: Demolition Services RFP No. RFP25-093

Subject: The School Board of Broward County, Florida RFP response

From: The BG Group LLC
751 Park of Commerce Drive #138
Boca Raton, FL 33487
5619987997

Date: December 13, 2024

THE BG GROUP LLC

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THE BG GROUP LLC

LETTER OF TRANSMITTAL

4.1.3 Persons authorized to make representations for the Proposer:

Ivy Fradin, Managing Member
Steve Greenberg, Managing Member
Andrew Stull, Vice President
751 Park of Commerce Drive #138, Boca Raton, FL 33487 5619987997

With this package in response to the Demolition Services RFP No. RFP25-093 **The BG Group** is expressing its interest in being selected as the most qualified Contractor for this project. We specialize in the areas of demolition, asbestos abatement, excavation, recycling and aggregate and concrete crushing. Our contact information is below.

As required, we are a licensed CGC in the State of Florida, and prequalified as a contractor with The School Board of Broward County. We are also certified as an WBE with the School Board.

The BG Group Demolition, led by Steve Greenberg and me, continues to develop methods and techniques to suit various individual client needs and our name is synonymous with quality, innovation, integrity and performance throughout Florida. A few of our more notable clients include:

- Real Estate Developers and Corporations such as: **Butters Construction & Development; Florida Crystals; The Related Group; Resorts World; Stiles Corporation**
- National General Contractors such as: **Autobuilders; Coastal Construction; DPR; John Moriarty; Moss & Associates; Suffolk Construction; The Weitz Company**
- Municipalities including: **Broward County Aviation; City of Fort Lauderdale; City of Miami; Daytona Beach Housing Authority; Lake Worth CRA; Palm Beach County; The School Board of Broward County; The School District of Palm Beach County**
- Local Contractors such as: **Anderson Moore; Kast Construction; Pirtle Construction; Shawe-Ager Construction**

We focus on saving our clients time and money and have recently completed similar transactions for developers, corporations, GCs and municipalities who would be happy to serve as references at the appropriate time. The attached information should provide some useful background. We carry $7 million of comprehensive general liability insurance, workers' compensation and are bondable up to $10 million as well. We also do each of our projects to meet maximum LEED certification.

Regarding our experience in municipal term contract projects, we are the most recent contract holder of the City of Fort Lauderdale Demolition Services term contract, having held it since 2010. We also have held an annual demolition contract for Palm Beach County since 2004 and with the School District of Palm Beach County since 2016. In addition, we are prequalified with the Miami Dade School Board, who has emergency jobs for its unsafe structures from time to time. We know that we can provide this service throughout your school district both safely and efficiently and are qualified to do so. Our crews

are trained to assure that the work area is left clean, hazard-free and in non-damaged condition after each site is completed.

School District of Palm Beach County	Maxim Manera	561.225.9917	Contract since 2016
City of Fort Lauderdale	George Oliva	954.828.6556	Contract since 2007

We have performed several projects for your school district in the past few years, including removal of a semi-collapsed structure at Rickards Middle School, total demolition of 110 portables at both Falcon Cove and Cypress Bay in Weston, total demolition of Marjory Stoneman Douglas Building #12 and, most recently, 139 portables at 24 different sites.

The BG Group notes that we have been a Certified General Contractor, specializing in demolition, asbestos abatement, excavation, recycling and aggregate and concrete crushing since our founding in January 2003. We have significant expertise in safe, timely and efficient performance; diligent record keeping re capping, abandonment and tracking of debris; and segregation of materials and optimization of recycling. We have also done many LEEDS jobs and always comply with all Federal, State and regulatory agencies and provisions.

The BG Group is 51% owned by a female. Managing Member: Ivy Fradin, CFA (15 years experience in Investment Banking; ran a division with 300 people; Duke University Phi Beta Kappa graduate). In addition:

- Of our 13 managerial and office staff, five are women, two of which are Hispanic—so 38% are M/WBE
- Of our 80 employees, including operators and laborers, 35 are black, 25 are Hispanic, four of which are women—so 80% are M/WBE.

The BG Group LLC prides itself on our safety programs and safety record. Our safety director is Managing Member Steve Greenberg. We have written safety manuals, hold weekly safety meetings on our job sites and provide OSHA training for our employees. When onsite, each of our employees uses individual safety equipment including, at a minimum, hard hats, work boots, vests and safety gloves and goggles. We also use maximum safety equipment as pertains to any given task at hand. We are a drug free company and our EMRs are as follows for the past few years

Year	EMR Ratio
Current	1.43
2023	1.10
2022	1.19
2021	0.95
2020	1.05

THE BG GROUP LLC

2019	0.99
2018	0.92

The BG Group takes its corporate social responsibility to heart and is an active participant in many charitable organizations. Most recently, The BG Group has been a big supporter of Big Dog Ranch Rescue. In fact, each holiday season, donations are made by The BG Group on behalf of our customers in lieu of holiday cards and gifts to these and other worthy causes. Also, our principals are active and have taken leadership and board roles at these charities and several others.

We look forward to putting our experience, responsiveness and fiscal accountability to work on The School Board of Broward County projects and to being awarded this Demolition Services contract.

Thank you for taking the time to learn a bit about **The BG Group Demolition**. Again, we look forward to speaking with you soon.

Yours truly,
THE BG GROUP, LLC

Ivy Fradin
Managing Member

REQUIRED RESPONSE FORM

4.1.4 Attached is Section 1.0 of RFP

	The School Board of Broward County, Florida **PROCUREMENT & WAREHOUSING SERVICES** 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704 754-321-0505	**REQUEST FOR PROPOSAL** **(RFP)**

DUE DATE: This proposal must be submitted **electronically** via DemandStar on or before 2:00 p.m. Eastern Time (ET): **12/18/2024** and plainly marked with the RFP number and title. Proposal(s) submitted electronically or received after the date and time stated above will not be considered for award. **Faxed, hard copies, and/or emailed bids are not allowed and will not be considered for award.**	**RFP NO.:** RFP25-093	**RELEASE DATE:** 11/20/2024	**PURCHASING AGENT:** Mark H. Cohen Mark.cohen2@browardschools.com
	RFP TITLE: **DEMOLITION SERVICES**		

SECTION 1.0 – REQUIRED RESPONSE FORM

MUST BE COMPLETED BY ALL PROPOSERS

NOTE: Entries must be completed in ink or typewritten. This original Required Response Form must be fully executed and submitted with this proposal.

Proposer's (Company) Name: The BG Grove LLC	**"REMIT TO" ADDRESS FOR PAYMENT:** If payment(s) is/are to be mailed to an address other than as stated on the left, please complete the section below. [X] Check this box if the address is the same as stated on the left.
"Doing Business As" if applicable:	
Address: 751 Park of Commerce Dr #138	Address:
City: Boca Raton	City:
State: FL Zip: 33487	State: Zip:
Telephone Number: 561 998 7997	**Proposer's Taxpayer Identification Number:** 81 059 3332
Contact Person: Ivy Fradin	Contact Telephone Number:
Contact Person's E-Mail Address: ivy@bgdemolition.com	

Proposal Certification

I hereby certify that I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so. Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offered contributions to School Board Members for campaigns of other candidates for political office during the period in which the Proposer is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3800, Part VIII, as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data, and information contained in this proposal are true and accurate. Proposer agrees to complete an unconditional acceptance of the contents of all pages in this Request for Proposals (RFP) and all appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms, and conditions contained in the Request for Proposals, and any released Addenda and understand that the following are requirements of this RFP and failure to comply will result in disqualification of the proposal submitted.

Electronic or Handwritten Signature of Proposer's Authorized Representative	Date: 12/13/24
Name of Proposer's Authorized Representative: Ivy Fradin	Title of Proposer's Authorized Representative: Managing Member

Please use blue ink for handwritten signatures on original copies.

THIS FORM MUST HAVE AN ELECTRONIC OR HANDWRITTEN SIGNATURE IN ORDER TO BE CONSIDERED FOR AWARD. FAILURE TO SIGN THIS FORM SHALL RESULT IN DISQUALIFICATION OF THE ENTIRE PROPOSAL.

OTHER NAMES

4.1.5 None

THE BG GROUP LLC

NOTICE PROVISION

4.1.6 Should our firm become an Awardee under this RFP, the name and address of the person(s) to whom any notices should be sent under SBBC's contract are:

Awardee's Representative for Notices:

Name/Title:_ Ivy Fradin, Managing Member
Mailing Address: 751 Park of Commerce Dr #138, Boca Raton,FL 33487
Email:____ ivy@bgdemolition.com

With a Copy To:

Name/Title:__ Ivy Fradin, Managing Member
Mailing Address: 751 Park of Commerce Dr #138, Boca Raton,FL 33487
Email:____ ivy@bgdemolition.com

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL

The entire proposal packet must be submitted electronically via the e-bidding platform DemandStar. All proposals must be neatly typed on 8 1/2" X 11" page size, with normal margins and spacing. It should be noted that the SBBC is no longer accepting submittal of proposals in hard copy format. **All proposals must be submitted electronically via DemandStar.**

Proposals must be received by the deadline for receipt of proposals specified in this RFP Calendar (Section 2).

Please note that proposals must be submitted to and received by SBBC on the date and at the time indicated in **Section 2. Proposal response submission to the Procurement and Warehousing Services Department via DemandStar on or before the stated time and date will be solely and strictly the Proposer's responsibility. SBBC will not in any way be responsible for delays in the Proposer's submission of their proposal.**

Proposals must bear the electronic or handwritten signature of an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by SBBC as constituting an offer by the Proposer to perform the required services at the stated prices.

4.1 Response format

To maintain comparability and facilitate the review process, it is requested that proposals be organized in the manner specified below. Include all the information requested herein in your proposal.

4.1.1 **Title Page:** Include RFP Number, subject, the name of the Proposer, address, telephone number, and date.

4.1.2 **Table of Contents:** Include a clear identification of the material by section and by page number.

4.1.3 **Letter of Transmittal:** Include the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.

4.1.4 **Required Response Form:** (Section 1.0 of RFP) with all required information completed and all signatures as specified (blue ink preferred on original). Any modifications or alterations to this form shall not be accepted, and the proposal will be rejected. The enclosed original Required Response Form will be the only acceptable form.

4.1.5 **Other Names:** State under what other or former name(s) the Proposer is currently operating under or has operated under.

4.1.6 **Notice Provision:** Should your firm become an Awardee under this RFP, please specify the name and address of the person(s) to whom any notices should be sent under SBBC's contract with the Awardee:

Awardee's Representative for Notices:

Name/Title: IVY FRADIN / Managing Member

Mailing Address: 751 PARK of Commerce DR #138 BOCA RATON FL 33487

Email and Phone: IVY @ BCDEMOLITION.COM 5619987997

With a Copy To:

Name/Title: _____

Mailing Address: _____

Email and Phone: _____

SECTION 4.0 – INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL (continued)

4.2 **Minimum Eligibility Requirements:** The SBBC's Procurement & Warehousing Services Department shall determine whether each Proposer meets the Minimum Eligibility requirements of Section 4.2 and shall only deliver proposals meeting the Minimum Eligibility requirements to the Evaluation Committee for further evaluation. To be considered for an award and to be further evaluated, the Proposer must meet or exceed the following criteria as of the opening date of the proposal. **Failure to provide or clearly state the information requested below will result in the disqualification of the proposal.** The Proposer is responsible for providing the following information in its response. The Proposer must also include a statement of acknowledgment for each item below. The requested information below must be numbered as indicated below and be included in "this section" of your submitted proposal; do not place this information in any other section of your proposal.

4.2.1 Proposers must meet or exceed the requirements of Section 7.1, Liability. Will your company meet or exceed the requirements as written in Section 7.1 for this contract? ☑ Yes ☐ No **Do not check both boxes. Failure to agree to the requirements of Section 7.1 of the RFP shall cause a proposal to be non-responsive and ineligible for an award under this RFP.**

4.2.2 Proposers must meet or exceed the requirements of Section 6.3, Minimum Insurance Requirements. Will your company meet or exceed the requirements as written in Section 6.3 of this contract? ☑ Yes ☐ No **Do not check both boxes. Failure to agree to the requirements of Section 6.3 of the RFP shall cause a proposal to be non-responsive and ineligible for an award under this RFP.**

4.2.3 Please be advised that in order for bids for this project to be accepted by the School Board of Broward County, Florida the bidder must be Pre-Qualified in accordance with 1013.46 F.S., State Requirements for Educational Facilities Ch. 4.1(1), and Board Policy 7003.1 at the time of the bid opening. Bids submitted from firms not in compliance with these requirements will not be opened. Pre-Qualification are only accepted for the following licenses:

- General Contractor; or
- Broward County Demolition (Non- Explosive)

4.2.4 Complete and return, with your proposal, **Attachment C – Conflict of Interest** of the RFP. **This is a required document.**

4.2.5 Complete and return, with your proposal, **Attachment D – Debarment** of the RFP. **This is a required document.**

4.2.6 Complete and return, with your proposal, **Attachment H** - Affidavit **Use of Coercion for Labor and Services** of the RFP. This is a required document.

4.2.7 Complete and return, with your proposal, **Attachment A – S/M/WBE FORM** of the RFP. **This is a required document.**

4.3 **Evaluation Criteria – (Proposer's Experience & Qualifications, Cost of Services, Supplier Diversity Outreach Program Participation):** This section represents the information that will be utilized in the evaluation of proposals received and assignment of points in accordance with the evaluation criteria established in Section 5.0 for proposals submitted. Proposers are cautioned to read this section carefully and respond with complete information that will assist the Evaluation Committee in evaluating the proposal submitted. Proposers are requested to respond in the format, and organizational structure stated and to refrain from including promotional or advertising materials in their proposals. The maximum allowable points (See Section 5.0) that will be awarded for each section are stated. Failure to respond or incomplete responses to any evaluation criteria below will result in zero or reduced allocation of points for the criteria and may result in disqualification of the entire proposal.

THE BG GROUP LLC

MINIMUM ELIGIBILITY REQUIREMENTS

Statements of acknowledgment for each item below.

4.2.1 Proposer must meet or exceed the requirements of Section 7.1, Liability. Yes, our Company will meet or exceed the requirements as written in Section 7.1 for this contract.

4.2.2 Proposer must meet or exceed the requirements of Section 6.3, Minimum Insurance Requirements. Yes, our Company will meet or exceed the requirements as written in Section 6.3 for this contract.

4.2.3 As required, we are Pre-Qualified Pre-Qualification are only accepted for the following licenses: Certified General Contractor.

4.2.4 Attachment C – Conflict of Interest of the RFP. Attached.

4.2.5 Attachment D – Debarment of the RFP. Attached.

4.2.6 Attachment H – Affidavit Use of Coercion for Labor and Services of the RFP. Attached.

4.2.7 Attachment A – S/M/WBE FORM of the RFP. Attached.

Established 1915
BROWARD
County Public Schools

Economic Development & Diversity Compliance
Robert Ballou, Officer
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351
phone: 754-321-1517
sdopcertification@browardschools.com
www.browardschools.com/eddc

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Earlean C. Smiley, Ed.D
Interim Superintendent of Schools

July 10, 2023

Ivy Fradin
The BG Group, LLC
15560 Lyons Rd
Delray Beach, FL 33446

Dear Ivy Fradin,

Congratulations! Your certification with Broward County Public Schools (BCPS) Economic Development & Diversity Compliance Department was approved.

Certificate Number: WS1929646665

Certificate Type: Small/Women Business Enterprise (S/WBE)

Certification Period: August 24, 2023, thru August 23, 2025

Gender/ Ethnicity: Non-Minority

NAICS Codes: 238910: Site Preparation Contractors
236220: Commercial and Institutional Building Construction

Your firm will be listed in our Certified Supplier Directory, updated weekly. We encourage you to become an active bidder. Stay abreast of the District's procurement opportunities on DemandStar; Select *The School Board of Broward County, FL – Procurement & Warehousing Services* as a preferred agency, and get notified of bids published.

Visit us online to access our core services, resources, programs, and services to assist local small businesses. Similarly, do not hesitate to contact our team for your technical assistance needs.

Finally, should any change occur, which may adversely affect the certification status of your company, please notify the EDDC certification team within thirty (30) days of the change. You will receive a courtesy email reminder 60 days before the expiration date; however, it is the firm's

ATTACHMENT A – ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE (EDDC) FORMS

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ECONOMIC DEVELOPMENT & DIVERSITY COMPLIANCE DEPARTMENT (EDDC)

This form is Mandatory and *must* be completed and submitted with bid proposal.

Document Number 00471
EDDC - Bidder/Proposer Assurance Statement

SOLICITATION #: RFP25-093
SOLICITATION TITLE: Demolition Services

NOTE TO BIDDERS:
All Bidders/Proposers must complete Document 00471 at the time of Bid submission (Attachment A)

INSTRUCTIONS: *The Bidder/Proposer Assurance Statement must be submitted with Proposal/Bid submission. The EDDC Department requires documentation to confirm the Bidder/Proposer is a District Certified Emerging, Small, Veteran, Minority or Women Owned Business Enterprise (E/S/V/M/WBE). EDDC's E/S/V/M/WBE Certificate must be submitted with proposal/Bid submission.*

COMPANY NAME: The BG Group LLC

NAME OF BIDDER/PROPOSER The BG Group LLC

1. Is the Bidder/Proposer aware of the Affirmative Procurement Initiative assigned to this solicitation, if applicable? Yes ☑ No ☐
2. Is the Bidder/Proposer a EDDC Certified ESVMWBE Firm: Check Mark Appropriate Box: Yes ☑ No ☐
3. Is Bidder/Proposer Committing to Participation in Subcontracting with SBBC Certified E/S/V/M/WBE?

   Check Mark Appropriate Box: Yes ☑ No ☐

If YES to Question #3 Please complete and submit Documents 00470 and 00475 – *Click on the link below to download EDDC Forms:*

Link to download Forms:

Document 00470 – **Statement of Intent to Perform as an S/M/WBE Subcontractor**.
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00470%20Statement%20of%20Intent%202021.pdf

Document 00475 – **Small/Minority/Women Business Enterprise Subcontractor Participation Schedule**:
https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/19315/compliance/00475%20Participation%20Schedule%202021.pdf

Post – Award Monthly Compliance Monitoring/Reporting Requirements.
Click the link below to access the Supplier Management System (SMS) to submit Mandatory monthly reports.
Document Link: https://browardschools.smwbe.com

I attest that I have read, understood, and will comply with the EDDC Requirements.

Name/Title: Ivy Frasin, Managing Member

Signature: [signature] Date: 12/13/24

Broward County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #:	DEMOLITION SERVICES
PROJECT #:	RFP 25-093

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: ☒ Yes ☐ No

THE BG GROUP LLC (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

☐ Individual ☐ Partnership ☒ Corporation

The S/M/WBE subcontractor will enter into a formal agreement with THE BG GROUP LLC (SELF PERFORM) (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

DESCRIPTION OF WORK & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Amount Agreed Upon Price	% of Work (Amount Agreed Upon Price divided by Bid Total Value)
1	Demolition – we will self-perform up to 100% but will utilize SMWBE haulers where franchises permit & when available.	$	%
2		$	%
3		$	%
	TOTAL SUBCONTRACTOR PRICE	$	%

S/M/WBE SUBCONTRACTOR SIGNATURE

(Signature) S/M/WBE Subcontractor	Title: Managing Member
(Print) Name of S/M/WBE Subcontractor: Ivy Fraden	Date: 12/15/24

BROWARD County Public Schools
Economic Development & Diversity Compliance
Supplier Diversity Outreach Program

Document Number 00475
Attachment_____

SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE SUBCONTRACTOR PARTICIPATION SCHEDULE

DATE 12/15/24

SOLICITATION INFORMATION

Solicitation #: RFP 25-093 Project Number:

Project Name: Demolition Services

Project Location:

Bidder/Proposer: The BG Group LLC

Address: 751 Park of Commerce DR #138 Boca Raton FL 33487

Contact Person: Ivy Fradin Email Address: Phone #: 5619987997

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	*Percentage of Work	Amount Agreed Upon Price
Prime Bidder/ Proposer				We will self-perform and will supplement with SMWBE haulers where franchises permit & when available	up to 100 %	$
Non S/M/WBE Subcontractors					%	$
S/M/WBE Subcontractor					%	$
S/M/WBE Subcontractor					%	$
S/M/WBE Subcontractor					%	$
S/M/WBE Subcontractor					%	$

*Percentage of Work= Amount Agreed Upon Price divided by Bid Total Value

TOTAL PARTICIPATION % & DOLLAR AMOUNT: 100% $

BID TOTAL VALUE: $

BIDDER/PROPOSER SIGNATURE

The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the SBBC that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge.

Bidder/Proposer Signature	Name & Title (Print)	Date
	Ivy Fradin Managing Member	12/15/24

ATTACHMENT C – CONFLICT OF INTEREST

MUST BE COMPLETED BY ALL PROPOSERS
(See General Condition 7.15 and Section 4.2)

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with General Condition 7.15, each Proposer must disclose, in its RFP, the names of any employees who are employed by the Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee

Check one of the following and sign:

☒ I hereby affirm that there are no known persons employed by the Proposer who are also employees of SBBC.

☐ I hereby affirm that all known persons who are employed by Proposer and who are also employees of SBBC have been identified above.

Signature

IVY FRADIN
Printed Name of Official

The BG GROUP LLC
Company Name

751 PARK of Commerce DR #138
Business Address

BOCA RATON FL 33487
City, State, Zip Code

ATTACHMENT D – DEBARMENT

MUST BE COMPLETED BY ALL PROPOSERS
(See General Condition 7.60 and Section 4.2)

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE.)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35.

(1) The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the prospective lower-tier participant is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The BG Group LLC

Organization Name

Ivy Fraden, Managing Member

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

12/13/24

Date

[THIS SPACE IS INTENTIONALLY LEFT BLANK]

ATTACHMENT H - AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

MUST BE COMPLETED BY ALL PROPOSERS

Respondent Vendor Name: The BG Group LLC

Vendor FEIN:: 81 059 3332

Vendor's Authorized Representative Name and Title: Ivy FRADIN Managing Member

Vendor Address: 751 Park of Commerce DR #138

City: Boca Raton State: FL ZIP Code: 33487

Phone Number: 561 998 7997

Email Address: Ivy @ BGDemolition.com

Section 787.06 Florida Statutes requires all nongovernmental entities executing renewing or extending a contract with a governmental entity to provide an affidavit signed by and officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor on services as defined I that statute. **The School Board of Broward County, Florida** is a governmental entity for purposes of this statute.

As the person authorized to sign on behalf of Respondent, I certify that the company identified does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine or threaten to restrain, isolate or confine any person without lawful authority and against her or his will,
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and define,
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration documents, or any other actual or purported government identification document, of any person.
- Cause or threaten to cause financial harm to any person,
- Entice or lure any person by fraud or deceit, or
- Provide a controlled substance as outlined in Schedule 1 or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing affidavit regarding the use of coercion for labor and services and that the facts stated in it are true.

Electronic or Handwritten Signature: 

Print/Type Name: Ivy FRADIN

Title: Managing Member

EVALUATION CRITERIA

4.3 SCOPE OF SERVICES & PERFORMANCE SPECIFICATIONS PROPOSER'S EXPERIENCE & QUALIFICATIONS

4.3.1 Proposer's Experience & Qualifications

4.3.1.1 Executive Summary

4.3.1.2 References

4.3.1.3 Litigation

4.3.2 Cost of Goods/Services

4.3.3 Supplier Diversity Outreach Program Participation

751 Park of Commerce Drive #138 • Boca Raton, FL • 33487 • 561-998-7997 • email: ivv@bgdemolition.com

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
PROCUREMENT & WAREHOUSING SERVICES

QUESTIONS & ANSWERS

QUESTION #1 **Is There A Certain Percentage Of Small Business Contractors For This Project?**

ANSWER TO QUESTION #1: YES. A Mandatory 10 - 20% Subcontracting Goal applies to this solicitation and resulting contract.

QUESTION #2: **Do You Have To Be A Small Business Contractor To Bid This Project Or Could Any Demolition Contractor Bid This Project?**

ANSWER TO QUESTION #2: NO. THIS IS OPEN TO ANY DEMOLITION CONTRACTOR, HOWEVER, per section 4.2.3 of the RFP, Please be advised that in order for bids for this project to be accepted by the School Board of Broward County, Florida the bidder must be Pre-Qualified in accordance with 1013.46 F.S., State Requirements for Educational Facilities Ch. 4.1(1), and Board Policy 7003.1 at the time of the bid opening. Bids submitted from firms not in compliance with these requirements will not be opened. Pre-Qualifications are only accepted for the following licenses:

- General Contractor; or
- Broward County Demolition (Non- Explosive)

QUESTION #3: **Is There A Bond For This Project?**

ANSWER TO QUESTION #3: A bid bond is not required upon bid submission, however a bid bond may be required should a Project post award, exceed $200,000 or more.

QUESTION #4: **It is understood that demolition services can range from a portable classroom to a multi-story building of many types of structural elements. For that reason, if awarded, do we have the ability to deny an estimating order for a certain type of demolition if the scope or structure is beyond our ability?**

ANSWER TO QUESTION #4: Prior to receiving a request for a cost estimate, the Project Manager or District Representative will contact the Vendor/ Contractor and advise on the facility or structure requiring demolition services. Upon receiving the information regarding the detailed scope of work, the Vendor/ Contractor can advise the Project Manager or the District Representative their Firm/organization cannot perform the determined scope of work and would like to decline the offer to submit a cost estimate to perform the described scope of work/demolition services.

12/15/24

This concludes Addendum No. 1 for RFP FY25-093 – Demolition Services
All other terms and conditions remain the same.

THE BG GROUP LLC

4.3.1 PROPOSER'S EXPERIENCE & QUALIFICATIONS

4.3.1.1 Executive Summary: Submit a brief executive summary (abstract) stating the Proposer's understanding of the nature and scope of the services to be provided and the capability to comply with all terms and conditions of RFP.)

The BG Group LLC is nearly 22 years old and has performed demolition work throughout the State of Florida since January 28, 2003. Throughout our history, we have performed total and selective demolition for real estate owners, general contractors and municipalities, and of structures:

- in every category, including residential, retail, industrial, healthcare, governmental and educational and
- of every size, from small single family homes to multi-million square foot shopping centers and 31 story structures.

We have completed every project we ever started and own all of our own equipment, including excavators, skidsteers, rubber tire loaders, floor scrapers, specialized attachments and everything else required for successful demolition projects throughout the State. We pride ourselves on our repeat clients and their referrals, as well as our ability to attract new clients due to our impressive capabilities and our outstanding track record of serving our clients' needs. Select reference letters are attached. We possess $7 million of general liability insurance, are bondable up to $10 million and are a WBE. We are also an SBE in certain municipalities, are a drug-free and EEO workplace and are pleased that a number of our employees have been with our company since its inception. In addition, we boast a team that is equally competent in our field operations, our field supervision and our back office.

From a financial standpoint, The BG Group LLC is proud to stand on its own financial legs, own all of our own equipment (see attached equipment list) and be a profitable, ongoing concern. We have $7 million of GL insurance and are bondable up to $10 million in aggregate. We have had a positive ongoing relationship with Wells Fargo since our inception (originally Wachovia Bank) and maintain our corporate accounts and line of credit with them.

THE BG GROUP LLC

Banking Institutions:

Bank:	UBS
Contact:	Kelly Thill
Phone:	561.302.0835

Bank:	Synovus
Contact:	Tabitha Stambaugh, VP
Address:	140 N Federal Highway, Boca Raton, 33432
Phone:	561.226.0735

Bonding Institution:

Bonding Company:	International Fidelity Insurance Company
Bonding Agent:	American Global
Resident Agent:	Michael Marino
Phone:	305.351.9150

Insurance Institutions:

Insurance Agency:	Alliant Americas, East
Contact:	Doug Fields
Address:	2300 Glades Road, Suite 250W, Boca Raton, FL 33431
Phone:	561.826.5913
Email:	dfields@alliant.com

We give no credence to the DUNS Supplier Qualifier Report, as we are a private company who will not divulge information to DNB which then makes it available publicly. As such, any report they produce is inaccurate, in our opinion. We are happy to make our financials available to the School Board if required, to validate our financial strength.

THE BG GROUP LLC

Qualifications of Proposer Team

BG currently services annual contracts similar to this for: Palm Beach County; City of Miami; City of Fort Lauderdale; The School District of Palm Beach; and Miami Dade Public Schools and has done so for some of these clients since 2004. Any of them would be happy to serve as references, and we serve up a few of our longer standing ones below.

Project Name:	School District of Palm Beach County Bid 21C-14K Demolition Services
Project Date:	2016-present; annual contract
General Contractor:	School District of Palm Beach County
General Contractor Contact/Phone:	Maxim Manera, 561.225.9917
Address:	1400 N Florida Mango Rd, West Palm Beach, FL 33409
Brief Description of Project:	Annual contract for all demolition within the District

Project Name:	City of Fort Lauderdale annual contract
Project Date:	Fall 2007-present
General Contractor:	City of Fort Lauderdale
General Contractor Contact/Phone:	George Oliva, 954.828.6556
Address:	700 NW 19 Avenue, Fort Lauderdale FL 33311
Fax/Email:	goliva@fortlauderdale.gov
Brief Description of Project:	Contract for multiple demolition projects

Our full time staff member employees (we employ no outsourced expediters) are fully available with designated areas of responsibility as outlined in our organizational chart. These areas of concentration allow each point of contact to bring to bear their unique substantial knowledge to ensure efficient completion of the tasks in the Scope of Services.

These areas of concentration allow each point of contact to bring to bear their unique substantial knowledge to ensure efficient completion of the tasks in the Scope of Services. We have never had an instance where manpower or equipment has been a limiting factor in our ability to successfully complete our business on hand, yet should such a situation arise, we are prepared to add to staff so as not to impact timely service for this City of Miami Beach contract.

Our headquarters is in South Florida, giving us the ability to optimally manage Broward County jobs, effectively bid Broward County opportunities, and hire the best people regardless of their home county.

THE BG GROUP LLC

We will comply with the scope of services as written in Attachment B. More specifically, our approach and methodology are outlined below.

The BG Group LLC (BG) proposed approach has been refined into a standard working procedure that will accomplish the task requirements set forth by The School Board of Broward County. Our approach to every project will be as follows or as refined by the School Board.

Within BG, Ivy Fradin will be responsible for disseminating the projects assigned and pertinent information of each to the key team members. These communications will take place in writing, via email, and may be supplemented or predated by verbal dialog. The written word, however, is what will prevail. Written communication will also be the preferred method of communication with any and all subcontractors and regulatory agencies, even though verbal dialog may also occur. Again, within BG, Ivy Fradin will also take ownership of all facets of cost control for each project as well as the contract overall via weekly and monthly analyses.

Upon receipt of a Request for Proposal from the School Board, Managing Member Ivy Fradin will review the request and assign an estimator to the project based on location and relevant experience. She will then schedule the relevant BG member(s) to visit the project. They will visit the job site to verify scope of work and to familiarize themselves with the working conditions, including accessibility, crew size, water and electrical availability also, materials and equipment needed. During this site visit BG will confirm the takeoffs of the project to be demolished or removed. Following the site visit, a proposal will be prepared using contract unit rates and sent to the School Board via e-mail within 2-4 days of our site visit. We are a WBE and attempt to utilize other SBE and M/WBEs when they are both responsive and responsible and can benefit the overall project. We can provide documentation illustrating our good faith efforts when requested.

As soon as we receive a work order and letter of authorization from the School Board, Ivy Fradin alerts BG team members as to the details of the new job. We immediately begin permit procedures, call in Miss Sunshines, and request utility disconnects. We also immediately file 10 day NESHAP notifications, if required, so as to never hold up a job for this, and are willing to revise if necessary to accommodate the time table of the job. A copy of this notification will be emailed to the asbestos consultant and the School Board contact as requested. We will help coordinate any actual required abatement with

regulatory agencies, if applicable, and schedule School Board representatives to be present if so desired.

The Estimator will coordinate with the Field Supervisor assigned to the project to assure that the appropriate manpower, equipment, and materials required for the job are at his disposal. Also at this time the Estimator will discuss any special site conditions or procedures not referred to in the specifications or work plan. This is to ensure that the Supervisor will have a full understanding of the requirements for the project. Any required underground utility and/or pollutant storage work will be coordinated, as will any subtrades necessary, such as electrical, plumbing, well capping, septic pumpouts, sewer caps, lift station work, etc. We will also arrange for our water source and address any other special conditions, such as relevant MOT plans, at this time.

Upon receipt of demolition permit, BG equipment and personnel will mobilize to the job site on the start date indicated on the DEP notice as directed by the School Board. The Field Supervisor will conduct a safety meeting and inform the crew of any special conditions that warrant their attention. The Supervisor will then assign individual tasks to his crew. Each situation is unique, but wet demolition is always performed, both to control dust as well as to ensure the safest and healthiest environment possible, for the scope of work as outlined in the Work Order. We will clean the site each day of any significant debris and schedule inspections as required, allthewhile performing our demolition scope with an eye on both safety and efficiency.

Upon job completion, a final walk-through inspection will be performed by the Supervisor. We will then notify the School Board that the job was successfully completed, call in and final inspections, and finally prepare and send the School Board its invoice, with any paperwork that may be required relevant to the particular job.

Documentation

Before, during, and after a demolition project, documentation is of critical importance. Daily job reports, as well as load tickets and time cards, are compiled to record an absolute proof of project events. At the completion of a project, the documentation can be provided to the client upon request. Duplicate copies of all project documentation would be maintained and stored in a central location within our corporate office in Delray Beach, Florida.

THE BG GROUP LLC

Significant Difficulties

We at The BG Group LLC feel that, with our breadth and depth of experience, we have encountered the majority of difficulties that may arise and we have a known solution in hand. However, real world experience also indicates this is not always the case. Should a situation arise that causes a significant problem, the most important step would be communication with the City. Utilizing the expertise of School Board officials and our key staff we feel we can determine a solution to any difficulties that may arise.

Possible difficulties that have arisen in the past, and how we have addressed them are as follows.

Onsite changes are requested.	The written word will prevail, and any subcontracts or change orders will have to be signed off in writing before the work to which they refer will be executed.
We uncover asbestos not detected in survey, possibly hidden under layers of other tile	Experience allows our operators and supervisors to identify when we have a problem, stop work immediately and notify proper parties. Our capabilities also allow us to handle this type of situation quickly, safely and efficiently.
Utilities were not truly disconnected, despite the fact that we have a letter stating that they were.	We make sure that we have letters in the file from all utilities assuring disconnection of service before we start to minimize this possible problem, even if such disconnect letters are not required by a municipality to obtain our permit. These letters also tell us who to call in case of surprise, and usually last minute, emergencies.
Our machines break down.	Our experienced in-house mechanic, and knowledgeable field supervisors and operators, are able to repair most of the problems our

	machines encounter.
Performance time tables get shortened.	Our strong vendor relationships facilitate hauling, dumping and the like, when expedited service is needed

All requests for service, regular and/or emergency, need to be emailed to our Managing Member, ivy@bgdemolition.com. Emergency requests should also be phoned in to Ivy at 561.715.0530, Managing Member Steve Greenberg at 561.715.0013 or Vice President Andrew Stull at 561.441.5922, all of whom are reachable 24x7.

4.3.1 PROPOSER'S EXPERIENCE & QUALIFICATIONS

4.3.1.2 References: Provide three (3) references of completed projects, regarding demolition projects, within the last 5 years. References must include a one paragraph brief summary of scope of work completed pictures of the work performed. Reference form can be found in the Bid Summary Sheet.

Project Name:	Marjory Stoneman Douglas Bldg 12 — Parkland
Project Date:	2024
General Contractor:	Broward Schools
General Contractor Contact/Phone:	Greg Neiman, 754.321.2804348.4342
Brief Description of Project:	Demolition, removal and restoration of highly sensitive and publicized school building within tight time frame
Contract Amount:	$330k

Established 1915
BROWARD
County Public Schools

Physical Plant Operation-Zone 1
Gregory L. Neiman, Area Manager 1
6501 Northwest 15th Avenue
Fort Lauderdale, Florida 33309
phone: 754-321-2804 • fax: 754-321-2885
gregory.neiman@browardschools.com
www.browardschools.com/xxxxxxx

The School Board of Broward County, Florida

Lori Alhadeff, Chair
Debra Hixon, Vice Chair

Torey Alston
Brenda Fam, Esq.
Daniel P. Foganholi
Dr. Jeff Holness
Sarah Leonardi
Nora Rupert
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

July 18, 2024

To whom it may concern,

During the summer of 2024 Broward County Public Schools (BCPS) contracted BG Group, LLC. to do a high-profile demolition of a three-story tilt wall constructed 30 class room building at Marjory Stoneman Douglas High School in Parkland, Florida. The project had a tight timeline including a critical path that required 10-hour days, 6 days a week. BG Group was in constant communication with the Project Management Team. Scheduling the first day of demolition had numerous challenges, regardless the project started on the time, despite several obstacles. The job site had 24/7 security until the project was completed and the BG Team had to deal with a constant presence of media and spectators. The project was completed 3 weeks ahead of schedule, providing the proper resources were all in to complete the project ahead of schedule. When the Project Management Team had an issue or concern, Troy the site foreman was always responsive and addressed the issue right away. Ivy Fradin was a pleasure to work and always followed up on any issues or concerns in a timely manner. The entire BG Group displayed a high level of professionalism and are dedicated to their craft.

Based on BG Groups outstanding performance, Broward County Public Schools will continue to contract with BG Group for demolition projects. I will highly recommend BG Group to any organization requiring their services.

Sincerely,

Gregory L. Neiman, Area Manager I
Physical Plant Operations-Zone 1

Educating Today's Students to Succeed in Tomorrow's World
Broward County Public Schools is an Equal Opportunity Employer

P

THE BG GROUP LLC

Project Name:	Rickards Middle School — Fort Lauderdale
Project Date:	2022
General Contractor:	D Stephenson
General Contractor Contact/Phone:	Michael Fishkind, 954.348.4342
Brief Description of Project:	Removal of semi-collapsed structure at school
Contract Amount:	$345k

We worked as a subcontractor to D. Stephenson to: demolish, remove and dispose of one (1) two Story Building Including Mezzanines, Canopies, Slabs & Foundations; remove and dipose of specified Concrete Sidewalks, Pavers and Asphalt Pavement; as well as chain link fencing, grease trap, underground utilities and various other items. We completed the work ahead of schedule and on budget on this bonded job.



THE BG GROUP LLC



751 Park of Commerce Drive #138 • Boca Raton, FL • 33487 • 561-998-7997 • email: ivy@bgdemolition.com

THE BG GROUP LLC

Project Name:	Falcon Cove & Cypress Bay School Portables — Weston
Project Date:	2022
General Contractor:	School Board of Broward County
General Contractor Contact/Phone:	Sam Baze, 954.804.9981
Brief Description of Project:	Total demolition of 110 portables
Contract Amount:	$522k

We worked as a prime contractor for the School Board to demolish 110 portable classrooms at two schools in Weston. This was a competitive bid that we were awarded, and the schools' project managers gave us countless compliments for our safety, speed, efficiency and professionalism.

Project Name:	Pembroke Pines former City Hall — Pembroke Pines
Project Date:	2022
General Contractor:	City of Pembroke Pines
General Contractor Contact/Phone:	Dayana Castellon, 954518.9064
Brief Description of Project:	Abatement and total demolition of 7 story municipal building
Contract Amount:	$322k

We worked as a prime contractor for the City of Pembroke Pines to demolish and remove its 7 story former City Hall building. This project included asbestos abatement and utilized our high reach excavator. In addition, it was bonded, and was located in a solid waste franchise area.





Project Name:	Lake Worth Community High School — Lake Worth
Project Date:	2022-present
General Contractor:	Hedrick Brothers
General Contractor Contact/Phone:	Darrell Lange, 561.690.6285
Brief Description of Project:	Interior renovations and operational high school
Contract Amount:	$502k

4.3.1 PROPOSER'S EXPERIENCE & QUALIFICATIONS

4.3.1.3 Litigation: Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three (3) years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action.

A. IN PROCESS:

CASE NO: 2024-012650-CA-01

- CASE STATUS: FILED 8/15/24
- BG IS DEFENDANT IN CASE ALLEGING DEMOLITION-RELATED DUST

B. CLOSED IN SETTLEMENT:

- Defendant Lawyer:
  Gary S. Phillips, Esq.
  4000 Hollywood Blvd, Suite 500N
  Hollywood, FL 33021
  gphillips@phillipslawyers.comTel 954.966.1820 ext. 3010

  Plaintiff Lawyer:
  MICHAEL WILLIAM SKOP, P.A.
  6808 Griffin Road
  Davie, FL 33314
  Tel: 954-791-2514
  Email: RNLAW22@AOL.COM Telephone:

  Case Number: CASE NO: 16-6756 CA 01 (10). Jury ruled in favor of BG Group in April 2022.

- Defendant Lawyer:
  Clay Schuett
  8200 - 113th Street N., Suite 101 | Seminole, FL 33772
  clay@schuett-law.com 727-712-
  3663 Ext. 302 - Office

  Plaintiff Lawyer:
  Gary S. Phillips, Esq.
  4001 Hollywood Blvd, Suite 500N
  Hollywood, FL 33021
  gphillips@phillipslawyers.com
  Tel 954.966.1820 ext. 3010

  Case Number: 062020CA007184AXXXCE. In May 2020, we filed a suit against a subcontractor, Southeast Abatement Services, for lack of performance on various projects, the largest of which is known as Flamingo Renovations.

THE BG GROUP LLC

COST OF GOODS/SERVICES

4.3.2: Attachment F is attached. BG Group firm pricing is indicated in the included Excel spreadsheet and is all inclusive in accordance with the terms, conditions and specifications of this RFP.

Additional information for Pricing Sheet: Waste Fee Prices/Municipality is as follows.

REPUBLIC SERVICES

From: Salnave, Lincy LSalnave@republicservices.com

The pricing and tonnage is below for Coconut Creek C&D –

- 10 yd $567.27 - Includes 4 tons of disposal $51.26 per ton (after 4 tons) Plus Franchise fees of $24.12 / ton
- 20 yd - $705.86 - Includes 5 tons of disposal $51.26 per ton (after 5 tons) Plus Franchise fees of $24.12 / ton
- 30 yd - $843.47 - Includes 6 tons of disposal $51.26 per ton (after 6 tons) Plus Franchise fees of $24.12 / ton
- 40 yd - $980.99 - Includes 7 tons of disposal $51.26 per ton (after 7 tons) Plus Franchise fees of $24.12 / ton

For the city of Sunrise you cannot go over 10 tons. Pricing Is below. Pricing is per haul

- 10 yd 547.63
- 20 yd – 709.63
- 30 yd – 871.63
- 40 yd – 1033.63
- $125 rental fee on open top containers not pulled in 30 days

For further assistance please contact 954-327-9504

COASTAL WASTE

Please see the price per ton for disposal costs in each city below.

Cooper City- $49.93 per ton for C&D. $66.94 per ton for MSW.

Davie- $51.26 per ton for C&D. $67.43 per ton for MSW.

Pompano Beach- C&D is a flat rate per haul with no additional disposal costs. $85.21 per ton for MSW.

For Coral Springs C&D is $51.26 per ton and MSW is $67.43 per ton, same rate as davie

THE BG GROUP LLC

Michael Chayet
Sales Executive

Coastal Waste & Recycling

P: 954-947-4000
M: 954-304-5914
www.coastalwasteinc.com
1840 N.W 33st, Pompano Beach, FL 33064

WASTEPRO

From: Mauricio Martinez <mmartinez@wasteprousa.com>

This is P. Pines. C&D Rates are bottom right.

City of Pembroke Pines, Florida
Sanitation Rates
Category 4 - Roll Off Compactor and Category 5 - Roll Off Open Containers

	CURRENT RATES 10/01/2023 - 09/30/2024				NEW RATES EFFEC 10/01/2024 - 09/30/2		
Category 4 - Roll Off Compactor							
Component	**20 Yard**	**30 Yard**	**35 Yard**	**40 Yard**	**20 Yard**	**30 Yard**	**35 Ya**
Collection Fee	$ 337.41	$ 347.76	$ 358.11	$ 368.46	$ 349.22	$ 359.93	$ 370
Franchise Fee (20%)	85.69	88.32	90.95	93.58	88.69	91.41	94
Administrative Fee (1.25%)	5.36	5.52	5.68	5.85	5.54	5.71	5
Total Fee	$ 428.46	$ 441.60	$ 454.74	$ 467.89	$ 443.45	$ 457.05	$ 470
Delivery Fee	$ 108.68	$ 108.68	$ 108.68	$ 108.68	$ 112.48	$ 112.48	$ 112
Monthly Rental Charge	$ 327.62	$ 409.52	$ 546.03	$ 655.24	$ 327.62	$ 409.52	$ 546
Tipping Fee incl Franchise/Adm	$ 136.25	$ 136.25	$ 136.25	$ 136.25	**$ 143.07**	**$ 143.07**	**$ 143**
C&D Disposal Fee incl Franchise/Adm	$ 70.46	$ 70.46	$ 70.46	$ 70.46	**$ 73.98**	**$ 73.98**	**$ 73**
Category 5 - Roll Off Open Containers							
Component	**10 Yard**	**20 Yard**	**30 Yard**	**40 Yard**	**10 Yard**	**20 Yard**	**30 Ya**
Collection Fee	$ 337.41	$ 347.76	$ 358.11	$ 368.46	$ 349.22	$ 359.93	$ 370
Franchise Fee (20%)	85.69	88.32	90.95	93.58	88.69	91.41	94
Administrative Fee (1.25%)	5.36	5.52	5.68	5.85	5.54	5.71	5
Total Fee	$ 428.46	$ 441.60	$ 454.74	$ 467.89	$ 443.45	$ 457.05	$ 470
Delivery Fee	$ 108.68	$ 108.68	$ 108.68	$ 108.68	$ 112.48	$ 112.48	$ 112
Daily Rental Charge	$ 3.17	$ 3.17	$ 3.17	$ 3.17	$ 3.17	$ 3.17	$ 3
Tipping Fee incl Franchise/Adm	$ 136.25	$ 136.25	$ 136.25	$ 136.25	**$ 143.07**	**$ 143.07**	**$ 143**
C&D Tipping Fee incl Franchise/Adm	$ 70.46	$ 70.46	$ 70.46	$ 70.46	**$ 73.98**	**$ 73.98**	**$ 73**

THE BG GROUP LLC

City of Miramar Rates

Pull Services (charges are/pull) 10/01/2024 - 9/30/2025

Exhibit No. 5 - Pull Services (charges are per pull)

Container Size
PIck up and Haul Container Size 10 CY 15 CY 20 CY 30 CY 40 CY
Disposal PIck up and Haul $355.40 $376.62 $397.84 $419.06 $440.27
TBD - is the cost of disposal of materials based on its weight Disposal TBD TBD TBD TBD TBD

TBD - is the cost of disposal of materials based on its weight

Pull Service Delivery:
Container Size Pull Service Delivery:

Container Size	10 CY	15 CY	20 CY	30 CY	40 CY
wp	$152.47	$152.47	$152.47	$152.47	$152.47
ff	$15.75	$15.75	$15.75	$15.75	$15.75
total	$168.22	$168.22	$168.22	$168.22	$168.22
FF	$42.06	$42.06	$42.06	$42.06	$42.06
Total	$210.28	$210.28	$210.28	$210.28	$210.28

Pull Service Maintenance less than (<) 30 days (charges are per day): Pull Service Maintenance less than (<) 30 days (charges are per day):
Container Size Container Size 10 CY 15 CY 20 CY 30 CY 40 CY

wp	$4.54	$4.54	$4.54	$4.54	$4.54
ff	$1.14	$1.14	$1.14	$1.14	$1.14
total	$5.68	$5.68	$5.68	$5.68	$5.68

Pull Service Maintenance greater than (>) 30 days (charges are per day): Pull Service Maintenance greater than (>) 30 days (charges are per day):
Container Size Container Size 10 CY 15 CY 20 CY 30 CY 40 CY

wp	$4.41	$4.41	$4.41	$4.41	$4.41
ff	$1.47	$1.10	$1.10	$1.10	$1.10
total	$5.88	$5.88	$5.88	$5.88	$5.88

WASTE MANAGEMENT

In the cities where we are able to provide service, the price per ton for construction/demo for BG Group = $62.50 per ton.

THE BG GROUP LLC

DJ Wilson, Builder's Direct Desk Agent, Florida Builder's Direct Desk

dwilso31@wm.com

T: 800-269-0073

2380 College Ave, Davie, FL 33317

CITY OF DEERFIELD BEACH

Please see below pricing information;

20yd: $504.03

Trip charge / Dry run: $63.00

Relocate: $63.00

Expedited Service – Same day service: $126.01

20yd roll off has a weight cap of 5.5 tons, anything over 5.5 tons will be charged at the current disposal rate.

The rates are as followed:

TRASH - $61.29

C&D - $61.29

THE BG GROUP LLC

30yd: $630.03

Trip charge / Dry run: $63.00

Relocate: $63.00

Expedited Service – Same day service: $126.01

30yd roll off has a weight cap of 6 tons, anything over 6 tons will be charged at the current disposal rate.

The rates are as followed:

TRASH - $61.29

C&D - $61.29

Thank you,

HAILEY ECHEVARRIA

Sustainable Management Customer Service Analyst

954.480.4391

401 SE 4th St, Deerfield Beach FL 33441

www.dfb.city

hrutledge@ymail.com

100 Years of Community

ATTACHMENT F – COST OF SERVICES

THIS EXCEL FILE MUST BE DOWNLOADED DIRECTLY FROM DEMANDSTAR

SPREADSHEET: Vendor **must** fill out the attached Cost of Services Excel document electronically. No handwritten summary sheets will be accepted. Complete the Excel file and submit in .xls type format with your bid proposal response in Demand Star.

NOTE: Carefully review each tab to ensure all applicable spaces are completed. Below is a list of the tabs:

SEE ATTACHED EXCEL (.XLS) PRICING BID SUMMARY SHEET TABS AS FOLLOWS:

1) Company Representative – Must be completed by Proposer
2) Tab Pricing – Must be completed by Proposer
3) Additional Information
4) Disposal Fees

Proposer Information *Please complete all tabs and submit electronically.*	
Company Name	THE BG GROUP LLC
Individual to contact for sales	IVY FRADIN
Email for sales contact listed above	IVY@BGDEMOLITION.COM
Phone number for sales contact listed above	5617150530
Individual to contact for assistance with invoicing, credits	IVY FRADIN
Email for individual listed above	IVY@BGDEMOLITION.COM
Phone number for individual listed above	5617150530

Instructions:
1.) This form is to be filled out electronically
2.) All Fields in the Proposer Information box (above) should be filled in Thank you for your cooperation!

Company Name: THE BG GROUP LLC **all prices assume no ACM and no disposal (which is passthrough per bid docs)**

PRICING SHEET

Quantities listed are estimates and are not guaranteed.

NOTE: Environmental materials (asbestos / mercury / refrigerant / etc.) will be addressed by the district prior to being turned over to the demolition contractor. Submit electronically.

Instructions to Proposer:
1. Enter pricing information in column F.
2. Formulas will calculate based on pricing entered below.

Item #	Description	Estimated Quantity	Unit of Measure	Price Per Unit of Measure (See note 1 below)	Extended Total Price
1	Concrete Block Structure (CBS) without partitions	10,000	SQ FT	$4.55	$45,500.00
2	Concrete Block Strucutre (CBS) with partitions	15,000	SQ FT	$4.68	$70,200.00
3	Portable wood units. Typical portables are between 850 and 1,100 sq. ft. **Estimated 300 portables are to be demolished 2025-2026.** (see note 3)	300,000	SQ FT	$5.94	$1,782,000.00
4	Additional hourly rate when surgical removal of a middle portable unit needs to be demoed from a bank of multiple portables. Labor Rate, per hour, per crew (Crew = labor and equipment)	10,000	HOUR	$450.00	$4,500,000.00
5	Metal structures without partitions	4,000	SQ FT	$4.10	$16,400.00
6	Driveway/concrete pad removal	150,000	SQ FT	$5.75	$862,500.00
7	Driveway/asphalt removal.	60,000	SQ FT	$5.18	$310,800.00
8	Septic tank (sq ft of lid)	1,000	SQ FT	$11.50	$11,500.00
9	Pump out lift station/septic tank.	1	COST PER 1000 GALLON (OR LESS) TANK	$800.00	$800.00
10	Pump out lift station/septic tank for each 100 gallons in excess of 1,000 gallon tank.	1	COST FOR EACH 100 GALLONS	$55.00	$55.00
11	Swimming pool	800	SQ FT	$4.02	$3,216.00
12	Fence, chain link.	5,000	LIN FT	$1.49	$7,450.00
13	Fence, wood.	5,000	LIN FT	$2.48	$12,400.00
14	Fence, masonry.	100	LIN FT	$3.90	$390.00
15	Screen enclosures.	5,000	SQ FT	$5.50	$27,500.00
	THE TOTAL AMOUNT WILL BE UTILIZED FOR SCORING PURPOSES ->				**$7,650,711.00**

Company Name:	THE BG GROUP LLC

ADDITIONAL INFORMATION & SERVICES
This information is not be used for award purposes.

Instructions to Proposer:
1. Enter information in columns C, and D.
2. Submit electronically.

Item #	Description	Price Per Unit of Measure
1	Cost per linear foot for the removal of piling (extraction)	$20.00
2	Cost per linear foot for the removal of piling (no extraction)	$20.00
3	Cost for the removal of a florescent tube (from fixture only)	$2.50
4	Cost of the removal of a H.I.D. bulb (from fixture only)	$5.00
5	Cost of removal of a ballast (from fixture only)	$5.00
6	Cost per cubic yard for the removal of trash	$28.00
7	Cost for the removal of an abandoned vehicle	$500.00
8	Cost per cubic yard for the removal of tires (with or without rim)	$80.00
9	Cost per cubic yard for tree removal	$20.00
10	Cost per cubic yard for backfill	$27.00
11	Cost per linear foot for temporary fencing	$14.00
12	Cost per hour for a security guard	$40.00
13	Generator, based on daily rate (10 hours) - SIZE: _____50kw_____	$800.00
14	Generator, based on daily rate (10 hours) - SIZE: _____	
15	Generator, based on daily rate (10 hours) - SIZE: _____	
16	Lump Sum Cost for Locates of all utilities-projects 1/2 acre or Less, inclusive of irrigation, by ground penetration radar or other technologies available to obtain this information.	$800.00
17	Per Acre Cost for Locates of all utilities-for projects in excess of ½ acre, inclusive of irrigation, by ground penetration radar or other technologies available to obtain this information.	$800.00
	Additional Items Not Covered	
18		
19		
20		
21		
22		
23		

Company Name: THE BG GROUP LLC

PRICING SHEET
Submit electronically.

Instructions to Proposer:
1. Enter pricing information in column E.
2. Proposer to provide waste fee prices per municipality.

Item #	Municipality	Unit of Measure	Name of the Service Provider (Disposal)	Price Per Unit of Measure (See note 1 below)
1	Coconut Creek	Ton	REPUBLIC	see attached
2	Cooper City	Ton	COASTAL	$49.93
3	Coral Springs	Ton	COASTAL	$51.26
4	Dania Beach	Ton	WM	$62.50
5	Davie	Ton	COASTAL	$51.26
6	Deerfield Beach	Ton	CITY OF DEERFIELD	see attached
7	Fort Lauderdale	Ton	WM	$62.50
8	Hallandale Beach	Ton	WM	$62.50
9	Hollywood	Ton	WM	$62.50
10	Lauderdale Lakes	Ton	WM	$62.50
11	Margate	Ton	WM	$62.50
12	Miramar	Ton	WASTEPRO	see attached
13	North Lauderdale	Ton	WM	$62.50
14	Oakland Park	Ton	WM	$62.50
15	Parkland	Ton	WM	$62.50
16	Pembroke Pines	Ton	WASTEPRO	see attached
17	Pembroke Park	Ton	WM	$62.50
18	Plantation	Ton	WM	$62.50
19	Pompano Beach	Ton	COASTAL	see attached
20	Sunrise	Ton	REPUBLIC	see attached
21	Tamarac	Ton	WM	$62.50
22	Weston	Ton	WM	$62.50
23	Wilton Manors	Ton	WM	$62.50

please see attached

MOBILIZATION FEE Each bidder may submit a mobilization fee that shall not exceed 5% of total project cost or $500, whichever is less.
WATER USAGE FEE Each bidder may submit a water usage that shall not exceed 2% of total project cost or $300, which ever is less.

THE BG GROUP LLC

SUPPLIER DIVERSITY OUTREACH PROGRAM PARTICIPATION:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP)

4.3.4 The BG Group LLC agrees to fully participate in the SBBC's Supplier Diversity Outreach Program and to advertise and award opportunities to responsive and responsible SWBEs as required. We have a history of doing so on prior projects. To wit, on two recent Broward County CBE projects on which we were prime contractor, we exceeded our CBE goals, as shown below. We are fully committed to helping CBEs grow and have since utilized the subcontractors found below on other BG Group projects without such a CBE requirements. Helping CBEs grow organically is, after all, the overall purpose of the OESBD program.

Contract Number PNC	Contract Name	Contract Amount at PO	CBE Req %	CBE Req $	Dollars Awarded to CBEs by BG	$/% BG Awarded Above CBE Requirement
2118484Q1	Portside Center and Terminal 1	$1,463,305.00	27%	$395,092.35	$403,368.16	$8275.81/ 2%
2118697C1	BCT Copans Bldgs 1 & 3	$224,285.00	30%	$67,285.00	$79,116.38	$11,831.38/ 18%

THE BG GROUP LLC

OTHER FORMS

Attachments E, G, I, J/W9 and COI are attached.

751 Park of Commerce Drive #138 • Boca Raton, FL • 33487 • 561-998-7997 • email: ivy@bgdemolition.com

ATTACHMENT E – REFERENCES

MUST BE COMPLETED BY ALL PROPOSERS

Company Name: The BG GROUP LLC

List the minimum number of required references as stated in the Special Conditions, which show experience in similar work, including nature and scope of work, which demonstrates expertise in providing the services as stated herein. Provide scope of work, name of firm, contact name, E-mail, telephone number, and date(s) of service.

REFERENCE 1			
Name of Firm:	BROWARD County Public Schools		
Contact Person:	BRANDON PITMAN, GREG NEIMAN		
Contact's Email:	brandon.pitman@browardschools.com; gregory.neiman@browardschools.com		
Contact's Phone:	754.321.4317; 754.321.2804	Date(s) of Service:	2022-2024
Scope of Work:	Demolition of multiple school sites including Marjory Stoneman Douglas Building #12 & portables at Falcon Cove, Cypress Bay & 24 other sites		

REFERENCE 2			
Name of Firm:	City of Fort Lauderdale		
Contact Person:	Joe PASQUARIello		
Contact's Email:	JPASQUARIello@fortlauderdale.gov		
Contact's Phone:	954 828 5641	Date(s) of Service:	2010-2024
Scope of Work:	Demolition of multiple unsafe structures under term contract		

REFERENCE 3			
Name of Firm:	Toll Brothers		
Contact Person:	Josh HUBBARD.		
Contact's Email:	JHUBBARD2@tollbrothers.com		
Contact's Phone:	772.262.9540	Date(s) of Service:	2024
Scope of Work:	total demolition of multiple structures including at produce plant, Thomas Produce		

ATTACHMENT G – WORKERS' COMPENSATION AFFIDAVIT

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

WORKERS' COMPENSATION AFFIDAVIT

CERTIFICATION OF NUMBER OF EMPLOYEES
(Complete only if your firm has less than four (4) employees)

we have more than 4

The BG Group LLC (Company Name) hereby certifies and affirms that the entity named herein has less than four (4) employees nor uses any subcontractor(s) with four (4) or more employees and will not have four (4) or more employees during the term of this contract.

I further certify that, if during the period covered by this affidavit, the entity named herein becomes an employer with four (4) or more employees or uses subcontractor(s) with four (4) or more employees, a Certificate of Insurance shall be provided to The School Board of Broward County, Florida, within five (5) business days.

With respect to the construction industry, all employment in which one (1) or more employees are employed shall provide evidence of Workers' Compensation coverage.

Under penalties of perjury, I declare that I have read the foregoing Workers' Compensation Affidavit and that the facts stated in it are true.

.

Electronic or handwritten signature: _____

Print/Type Name: _____

Title: _____

N/A

ATTACHMENT I – DRUG FREE WORKPLACE

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED ELECTRONICALLY OR IN HANDWRITING.

This sworn statement is submitted to The School Board of Broward County, Florida,

By Ivy FRADIN Managing Member
(Print individual's name and title)

for The BG GROUP LLC
(Print name of entity submitting sworn statement)

whose business address is 751 PARK of Commerce DR #138
BOCA RATON FL 33487

and (if applicable) its Federal Employer Identification Number (FEIN) is 81 0593332
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published 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. Informed employees about the dangers of drug abuse in the workplace, the business' 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. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1) above.

4. In the statement specified in subsection (1) above, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Will 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. Am making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

7. Under penalties of perjury, I declare that I have read the foregoing Drug Free Work place and that the facts stated in it are true.

_____
(Vendor Electronic Or Handwritten Signature)

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

THE BG GROUP LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . S

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3640 CARLTON PLACE

6 City, state, and ZIP code

BOCA RATON, FL 33496

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

8	1	–	0	5	9	3	3	3	2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person Date 6/4/24

General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

THEBGGR-01 JCARRILLO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/6/2024

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

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

PRODUCER License # 0C36861
Boca Raton-Alliant Ins Svc Inc.
2300 Glades Rd Ste 250W
Boca Raton, FL 33432

CONTACT NAME: Carmen Rivera
PHONE (A/C, No, Ext): (561) 430-6093 FAX (A/C, No):
E-MAIL ADDRESS: Carmen.Rivera@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Company	10851
INSURER B : Everest Denali Insurance Company	16044
INSURER C : HDI Specialty Insurance Company	16131
INSURER D : Bridgefield Casualty Insurance Company	10335
INSURER E : Ascot Specialty Insurance Company	45055
INSURER F :	

INSURED
The BG Group LLC
751 Park of Commerce Dr. Ste 138
Boca Raton, FL 33487

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CF3GL00452-241	7/1/2024	7/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS			CF3CA00349-241	7/1/2024	7/1/2025	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			CLXD6566800S	7/1/2024	7/1/2025	AGGREGATE	$ 2,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A		19653932	11/10/2024	11/10/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Excess Liability			ESXS2410003661-01	7/1/2024	7/1/2025	Each Occurrence	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The School Board of Broward County, Florida, its members, officers, employees and agents are included as Additional Insured with respect to General Liability where required by written contract.

CERTIFICATE HOLDER

The School Board of Broward County, Florida
Procurement & Warehousing Services Department
600 SE 3rd Avenue
Fort Lauderdale, FL 33309

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: THEBGGR-01 JCARRILLO

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0C36861	NAMED INSURED
Boca Raton-Alliant Ins Svc Inc.		The BG Group LLC 751 Park of Commerce Dr. Ste 138 Boca Raton, FL 33487
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Policies and References
EXCESS LIABILITY CONTINUED:

$3,000,000 Lead Excess Liability - $3,000,000 Each Occurrence and in the Aggregate.

Umbrella and Excess Liability policies: Extends coverage to General Liability, Automobile Liability, Employers Liability (Workers Compensation).

Umbrella and Excess Liability policies are follow form.

POLLUTION LIABILITY AND INCIDENTAL PROFESSIONAL SERVICES LIABILITY:
Policy Number MKLV2ENV103845
Policy Dates: 11/10/2024-11/10/2025
Company: Evanston Insurance Company

Pollution Limit:
Each Policy Limit/Aggregate $5,000,000

Incidental Professional Services Liability Limit:
Each Act, Error, or Omission $2,000,000 and $2,000,000 in the Aggregate

ALL COVERAGES ARE SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that entered into a written contract with the Named Insured requiring such person(s) or organization(s) to be named as an additional insured with respect to the Named Insured's performance of operations at any location on behalf of such person(s) or organization(s).	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that entered into a written contract with the Named Insured requiring such person(s) or organization(s) to be named as an additional insured.	**Any location for which the Named Insured's work was performed for such person(s) or organization(s) for any completed operations.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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BG GROUP 561/998-7997
DEMOLITION - CONSTRUCTION - REMEDIATION

DATE: October 7, 2025
CUSTOMER: City of Boynton Beach
TEL: 561-742-6986
EMAIL: ramseyk@bbfl.us

BID #: 25-331
PROJECT: The Inn Hotel
ADDRESS: 480 W Boynton Beach Blvd., 33435
ATTN: Kevin Ramsey

SITE VISIT: YES
DRAWINGS: Boundary and Topographic Survey (with Limits of Demolition markup) (Dated: 3.6.24)
ADDENDUMS:

Under the terms and conditions of this Proposal by and between The BG Group, LLC (BG Group) and **City of Boynton Beach** (customer), BG Group will provide all labor, material and supervision necessary to complete the demolition and removal work described herein:

Total Proposal Amount: $575,000.00
(Five Hundred Seventy Five Thousand and No/100's)

Perform **Structural Demolition** according to plan specifications listed above, to include only the following, in compliance with line items from Broward County Public Schools (BCPS) Term Contract RFP 25-093

- Demolition, Removal & Disposal of (1) Four Story Building & (1) One Story Building (Including Underground Parking Level) Including Canopies, Slabs & Foundations
- Removal & Disposal of Asphalt Pavement Including Pavement Base Material
- Removal & Disposal of Concrete Sidewalks, Concrete Slabs, Brick Pavers, Concrete Ramp, Concrete Pavement, Concrete Wheel Stops, Concrete Curbing & Concrete Curb and Gutter
- Removal & Disposal of Swimming Pool Including Deck & Equipment
- Removal & Disposal of Chain Link Fencing, Wood Fencing and CMU Property Walls/Fencing/Planters
- Removal & Disposal of (2) Catch Basins & Including Storm Sewer Piping and/or Exfiltration Trench (Below Grade Parking Area)
- Rough Grading of Demolition Area (Backfilling of Voids with ONSITE Dirt Material ONLY)

BASE

Item #	Description	Qty	UofM	$/UofM	Total
2	CBS w/ Parts	50290	SF	4.68	$ 235,357.20
5	Metal Structure	568	SF	4.1	$ 2,328.80
6	Driveway / Concrete Pad Removal	17447	SF	5.75	$ 100,320.25
7	Driveway / Asphalt Pavement Removal	8221	SF	5.18	$ 42,584.78
11	Swimming Pool	1330	SF	4.02	$ 5,346.60
12	Fence, chain link	290	LF	1.49	$ 432.10
13	Fence, wood	21	LF	2.48	$ 52.08
14	Fence, masonry	659	LF	3.9	$ 2,570.10
				Subtotal	**$ 388,991.91**
	LUMP SUM TRUCKING AND DISPOSAL* *Per the BCPS RFP, Section 4.3.2.2: All costs associated with the disposal fees will be charged as a passthrough with no mark-ups or other		LUMP SUM		**$132,152.00**

Construction • Demolition • Environmental Remediation

751 Park of Commerce Dr., Suite 138, Boca Raton, FL 33487
Cell: 561-441-7465 Fax: 561-998-8815 email: konor@bgdemolition.com

	additional costs. The awardee shall provide the copy of the invoices for such fees to be entitled for payment				
				Total	**$ 521,143.91**

****THE FOLLOWING ITEMS ARE ALSO REQUIRED TO PERFORM THE PROJECT, BUT ARE NOT INCLUDED IN THE ABOVE TABLE BECAUSE THEY ARE NOT ITEMIZED IN BG GROUP'S BCPS TERM CONTRACT. AS SUCH, THESE ITEMS, WHICH REPRESENT A TOTAL COST OF $105,000, ARE PRESENTED AS A LUMP SUM PACKAGE THAT THE BG GROUP IS WILLING TO PERFORM AT A DISCOUNTED RATE OF $53,856.09:**

- Demolition Permit
- Elevator Decommission
- Freon Abatement, Bulbs, Ballasts, Mercury Switches, Etc.
- ACM Abatement – Per Asbestos Survey Report by ARS Environmental, Inc. (Dated: 9.22.22)
- Utility Cut and Cap (Water & Sewer)
- Installation of Silt Fence
- Installation of Temp CLF (6'H) with Windscreen & Gate (Where necessary)
- Installation of Truck Wash
- Rodent Inspection
- Catch Basin Protection (within Site ONLY)
- Sodding of Disturbed Areas

ADD/ALT, NOT INCLUDED IN PROPOSAL AMOUNT ABOVE (PLEASE INITIAL HERE (Initials: _____) IF THIS WORK IS DESIRED)

7	TERM PRICE: Driveway / Asphalt Pavement Removal	39367	SF	5.18	$ 203,921.06
				Subtotal	**$ 203,921.06**
	LUMP SUM TRUCKING AND DISPOSAL		LUMP SUM		$ 20,522.00
	NOT IN TERM CONTRACT SO PRESENTED LUMP SUM: Driveway / Asphalt Pavement Base Removal		LUMP SUM		$ 27,666.00
	NOT IN TERM CONTRACT SO PRESENTED LUMP SUM: Lighting 'Infrastructure'		LUMP SUM		$ 6,000.00
				Total	**$ 258,109.06**

PROJECT SPECIFIC NOTES: Work to be completed in one mobilization, additional mobilizations are $3,000.00 EA. Foundations to be removed up to (3) Three feet below grade, No Pile Removal / Extraction
Quote subject to change based on site visit/plans/documents/AHJ Requirements

EXCLUSIONS:

- Shoring & Bracing
- Temporary Water
- Barricades
- Dewatering
- Site & Temp Fencing
- Other Hazardous Material

751 Park of Commerce Dr., Suite 138, Boca Raton, FL 33487
Cell: 561-441-7465 Fax: 561-998-8815 email: konor@bgdemolition.com

- Night & Weekend
- Electric Disconnects
- Backfill
- Seismic Monitoring, if requested by Client or required by municipality
- MOT/ Lane Closure
- City Sidewalks / ROW
- Offsite Work
- Overhead Utility Lines
- Underground Utilities & Irrigation Lines
- Inlet / Drain Vacuuming
- Trees, Landscape Plant Material, Sod Removal
- Tree Protection
- Tree Relocation
- Pavement Base Material
- Protection
- Layout
- Any Work Not Specifically Listed as Included Above
- Owner Salvage
- Site Security

2. Work by The BG Group:

2.1 The BG Group will verify all utilities that serviced the structures or equipment to be removed have been disconnected prior to the start of any work.

2.2 The BG Group will remove, load, haul and legally dispose of all combustible, solid and metallic debris resulting from the above captioned removal work.

2.3 Provide water supply (if not excluded above) in sufficient quantity and pressure and in close proximity to the removal site to support all dust control and fire control measures necessary for the completion of the work.

2.4 Unless specified otherwise, any sod installation priced in this proposal will be Bahia. Pricing for alternative types can be provided upon request.

3. Licenses, Notifications, Regulations and Insurance

3.1 Prepare and submit any notifications required to complete the work described in this Agreement.

3.2 The BG Group will maintain Workers Compensation with a $1,000,000.00 limit, General Liability Insurance with a combined per occurrence limit of $2,000,000.00/$2,000,000.00 aggregate and a $5,000,000.00 umbrella, Pollution Liability Insurance with $5,000,000 Limit and Auto Insurance with a $1,000,000.00 limit.

3.3 The BG Group shall name Customer as an additional insured on their commercial general liability insurance policy, providing coverage for 'ongoing operations' and 'completed operations' arising out of the work performed under this contract, with coverage to be primary and non-contributory, including a waiver of subrogation rights against the additional insured.

4. Work by Customer:

Customer agrees to perform the following in a timely manner so as not to impede the progress of The BG Group's work described herein:

4.1 Authorize The BG Group to utilize any or all of the necessary equipment and/or devices to complete the work in this Agreement. The following items may be used on this job:

- Excavators of multiple sizes with assorted attachments
- Rubber Tire Loaders
- Track Loaders
- Skid Steers (track or rubber tire)
- Lifts (Scissor, Boom, Lulls, etc.)
- Hydraulic Saws
- Assorted Hand Tools

5. Contract Conditions:

The Customer and The BG Group agree that:

5.1 The BG Group shall occupy the entire work area exclusively upon the commencement of The

BG Group's work. The BG Group shall not be responsible for the safety of any person who enters the work area unless such person has been specifically authorized by The BG Group to enter the work area.

5.2 The BG Group will schedule work between the hours of 7am and 6pm, Monday through Saturday.

5.3 Customer will convey to The BG Group all rights to, title to, and interest in, all building contents and/or salvageable materials, not listed as excluded on this proposal that were located within the structures at the time of the walk through for bidding purposes.

5.4 Customer understands, acknowledges and agrees that BG will need to obtain a permit to perform the demolition work in accordance with Scope Inclusions and Exclusions listed above. With respect to the permit, Customer will fully cooperate with BG on any permit-related needs including, but not limited to, pre- or post-permit issuance. Further, if BG obtains any project permit under BG's license, or obtains any sub-permit under the license of one of BG's subcontractors for the Work, Customer shall perform any needed work not specifically included in BG's scope but required by any governmental authority to close the permit prior to its expiration (the "Customer Work"), at Customer's sole cost and expense. If, Customer fails to perform the Customer Work within 10 days after receipt of notice of BG's demand for same then Customer shall be responsible for any damages incurred by BG including, but not limited to, costs, fees, violations, fines, attorneys' fees and consequential damages that may be assessed against BG or its subcontractors by any permitting issuing authority. As each jurisdiction has different permit submittal requirements, and these requirements change from time to time, we present typical pertinent demo permit-related items that you may wish BG, or others, to perform as add alternates. Our in-house permit experts are happy to discuss any in detail as they apply to your particular project when it is ready to move forward. This will ensure that our scope inclusions are most current and not duplicative with other buyouts you may be planning. Customer is also responsible for any requirements by AHJ to close out permit that are not listed in the above scope inclusions.

Payment:

Payment will be invoiced for on a monthly basis based on percentage completion against a stated Schedule of Values, and should be made to The BG Group, LLC within 10 days of approved invoice without exception or retention and whether or not Customer has received payment from any other source. Any late payments will accrue interest at a rate of 12% per annum on a monthly basis. Payment to be made by check or wire. Alternative terms may be negotiated prior to commencement.

Acceptance:

This Proposal shall remain an offer for acceptance by Customer for a period of thirty days. The BG Group, at its discretion, may terminate thereafter.

Sincerely,

Konor Shoup
Estimator
561.441.7465

Accepted By: _____ Date: _____

EXHIBIT "A"

Fiscal Year 2025-2026 Projects

City Project #	Project Name	BBCRA Funding
1	MLK Jr. Boulevard Streetscape Improvements Design & Construction	$800,000
2	Federal Highway Streetscape	$450,000
3	Pence Park Design, Permit & Construction	$4,400,000
4	Harvey Oyer Park Pier Design & Permit	$450,000
5	Senior Center Design	$100,000
6	Jaycee Park Master Design	$550,000
7	Centennial Park Improvement Design & Construction	$750,000
8	Cottage District Road Improvement Design	$200,000
9	Ocean Avenue Bridge Lighting	$100,000
10	Federal Highway Crosswalk	$600,000
11	4th Street Streetscape Improvement	$250,000
12	Historic Woman's Club of Boynton Beach	$500,000
13	Entry Feature Signage	$50,000
14	Town Square Hardening (Bollards)	$200,000
15	Inn at Boynton Demolition	$500,000
16	Neighborhood Security Gate	$50,000
	FY2025-2026 Total	**$9,950,000**

THEBGGR-01 MSARABIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2025

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

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

PRODUCER License # 0C36861
Boca Raton-Alliant Ins Svc Inc.
2300 Glades Rd Ste 250W
Boca Raton, FL 33432

CONTACT NAME: Carmen Rivera
PHONE (A/C, No, Ext): (561) 430-6093 FAX (A/C, No):
E-MAIL ADDRESS: carmen.rivera@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest Indemnity Insurance Company	10851
INSURER B : Progressive Express Insurance Company	10193
INSURER C : HDI Specialty Insurance Company	16131
INSURER D : Bridgefield Casualty Insurance Company	10335
INSURER E : Ascot Specialty Insurance Company	45055
INSURER F :	

INSURED
The BG Group LLC
751 Park of Commerce Dr. Ste 138
Boca Raton, FL 33487

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		CF3GL00452-251	7/1/2025	7/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			CA113360850	7/1/2025	7/1/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			CLXD6566801S	7/1/2025	7/1/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		19653932	11/10/2024	11/10/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Excess Liability			ESXS2510003661-02	7/1/2025	7/1/2026	Each Occurrence	3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Boynton Beach is included as Additional Insured with respect to General Liability where required by written contract.

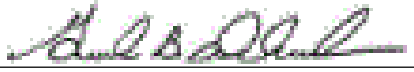
CERTIFICATE HOLDER

City of Boynton Beach
100 E. Ocean Ave
Boynton Beach, FL 33435

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: THEBGGR-01 MSARABIA

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0C36861	NAMED INSURED
Boca Raton-Alliant Ins Svc Inc.		The BG Group LLC 751 Park of Commerce Dr. Ste 138 Boca Raton, FL 33487
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Additional Policies and References
EXCESS LIABILITY CONTINUED:

$3,000,000 Lead Excess Liability - $3,000,000 Each Occurrence and in the Aggregate.

Umbrella and Excess Liability policies: Extends coverage to General Liability, Automobile Liability, Employers Liability (Workers Compensation).

Umbrella and Excess Liability policies are follow form.

POLLUTION LIABILITY AND INCIDENTAL PROFESSIONAL SERVICES LIABILITY:
Policy Number MKLV2ENV103845
Policy Dates: 11/10/2024-11/10/2025
Company: Evanston Insurance Company

Pollution Limit:
Each Policy Limit/Aggregate $5,000,000

Incidental Professional Services Liability Limit:
Each Act, Error, or Omission $2,000,000 and $2,000,000 in the Aggregate

ALL COVERAGES ARE SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.

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The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Orqanization(s)	Location(s) Of Covered Operations
Any person or organization that entered into a written contract with the Named Insured requiring such person(s) or organization(s) to be included as an additional insured with respect to the Named Insured's performance of operations at any location on behalf of such person(s) or organization(s).	

A. **Section** Il - **Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person{s) Or Organization{s)	Location And Description Of Completed Operations
"ANY PERSON OR ORGANIZATION THAT ENTERED INTO A WRITTEN CONTRACT WITH THE NAMED INSURED REQUIRING SUCH PERSON (S) OR ORGANIZATION(S) TO BE INCLUDED AS AN ADDITIONAL INSURED. ANY LOCATION FOR WHICH THE NAMED INSURED'S WORK WAS PERFORMED FOR SUCH PERSON(S) OR ORGANIZATION(S) FOR ANY COMPLETED OPERATIONS.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Resolution No. R25-290- Award Request for Proposal No. 25-058R for HVAC Equipment, Maintenance Products, Services, and Repairs to Shamtec, Inc., and approve a Citywide Contract between the City and Shamtec, Inc., in an amount not-to-exceed $500,000 annually for an initial three (3)-year term, with one (1) optional two (2)-year renewal, subject to the availability of budgeted funds and satisfactory vendor performance.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-290.

Explanation of Request: TERM: Three (3) year period with one (1) optional renewal of an additional two (2) years.

Ensuring reliable heating, ventilation, and air-conditioning (HVAC) across City facilities- City Hall, Public Works, parks buildings, community centers, and public safety facilities - is mission-critical for service continuity, occupant comfort, and asset protection. Outsourcing HVAC services to a qualified contractor provides the City of Boynton Beach with immediate access to specialized technicians, faster response times, and performance guarantees without the fixed cost and administrative burden of maintaining a full in-house team and inventory. Contracted providers bring manufacturer certifications, lift/boiler/chiller expertise, advanced diagnostic tools, and a staffed call center that scales for hurricanes, heat advisories, and seasonal peaks- capabilities that are costly to replicate internally.

On July 18, 2025, the City issued Request for Proposal (RFP) 25-058R for HVAC Equipment, Maintenance Products, Services, and Repairs. This initiative was a collaborative effort between the Public Works Department and the Procurement Division to secure a qualified vendor capable of delivering reliable HVAC-related services and supplies to support city operations.

The RFP was publicly broadcast and remained open until September 8, 2025. By the closing date, the City received three (3) complete proposal submissions from qualified vendors. An Evaluation Committee was formed to review and score the proposals based on the criteria outlined in the RFP, including qualifications, experience, pricing, service capabilities, and compliance with technical specifications. The committee convened on October 3 and October 8, 2025, to conduct a thorough evaluation.

Following the evaluation process, the committee determined that the proposal submitted by Shamtec, Inc. was the most advantageous to the City. Shamtec’s submission demonstrated

strong technical capabilities, competitive pricing, and a clear understanding of the City's HVAC service needs. Following the evaluation process, the committee identified Shamtec, Inc. as the most advantageous proposer. To ensure the vendor's ability to meet all contract requirements, City staff conducted a negotiation meeting with Shamtec, Inc. on October 14, 2025. During this meeting, Shamtec confirmed its capacity to fulfill the full scope of services outlined in the RFP.

Staff recommends that the City Commission approve the award of RFP 25-058R to Shamtec, Inc. and authorize the Mayor to execute all necessary agreements to initiate services for an amount not to exceed $500,000 annually.

How will this affect city programs or services? This initiative will improve reliability and comfort across City facilities, reducing service interruptions and ensuring quicker response to HVAC issues. It allows staff to focus on core operations while maintaining safe, functional, and energy-efficient environments for employees and the public.

Budgeted Item: Yes

Account Line Item and Description: Annually $500K with various accounts

Fiscal Impact: This is a budgeted item.

Attachments:
R25-290 Agenda_Item_3895-2025_Resolution_to_Award_RFP_25-058R_for_HVAC.docx
Exhibit A to Resolution - 25-058R Shamtec Inc. Agreement - Vendor Signed.pdf
Exhibit A - RFP 25-058R HVAC Equipment Products Services and Repairs -Final.pdf
Exhibit B - 25-058R - Shamtec Inc - Complete.pdf
COI 1
COI 2
City of Boynton Beach (1)UPDATED 10.30.25.pdf

RESOLUTION NO. R25-290

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING REQUEST FOR PROPOSAL NO. 25-058R FOR HVAC EQUIPMENT, MAINTENANCE PRODUCTS, SERVICES, AND REPAIRS TO SHAMTEC, INC.; APPROVING AN AGREEMENT WITH SHAMTEC, INC. IN AN AMOUNT NOT TO EXCEED $500,000 ANNUALLY; AND FOR ALL OTHER PURPOSES.

WHEREAS, on July 21, 2025, the City issued Request for Proposal ("RFP") No. 25-058R for Citywide Heating, Ventilation, & Air Conditioning Equipment, Maintenance, Products, Services, and Repairs; and

WHEREAS, the RFP closed on September 8, 2025, with the City receiving three qualified responses; and

WHEREAS, the City Evaluation Committee met in a publicly noticed meeting to score and rank the proposals, determining that Shamtec, Inc. ("Contractor") submitted the top-ranked proposal; and

WHEREAS, the City has concluded negotiations with the Contractor and agreed upon an annual amount not to exceed Five Hundred Thousand Dollars ($500,000.00) to provide the required services for an initial term of three (3) years with one optional two (2) year renewal; and

WHEREAS, the City Commission finds it in the best interest of the City to award RFP No. 25-058R to Shamtec, Inc. for Citywide Heating, Ventilation, & Air Conditioning Equipment, Maintenance, Products, Services, and Repairs, and approve an Agreement with Shamtec, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby award RFP No. 25-058R for Citywide Heating, Ventilation, & Air Conditioning Equipment, Maintenance, Products, Services, and Repairs to Shamtec, Inc.

SECTION 3. The City Commission hereby approves the Agreement Between the City and Shamtec, Inc. for RFP No. 25-058R for Citywide Heating, Ventilation, & Air Conditioning

Equipment, Maintenance, Products, Services, and Repairs, with an annual amount not to exceed $500,000 (the "Agreement"), in form and substance similar to that attached as **"Exhibit A"**.

SECTION 4. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Agreement. The Mayor is further authorized to execute any ancillary documents required under the Agreement or necessary to accomplish the purposes of the Agreement, including any term extensions as provided in the Agreement, provided such documents do not modify the financial terms or material terms.

SECTION 5. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the City Manager to execute any Task Orders in accordance with the City's procurement policy thresholds.

SECTION 6. The fully executed Agreement shall be retained by the City Clerk as a public record of the City, and a copy shall be provided to Rhonda Kaplan to forward to Shamtec, Inc.

SECTION 7. This Resolution shall take effect as provided by law.

[Signatures On The Following Page]

PASSED AND ADOPTED this _____ day of _____ 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND SHAMTEC, INC. FOR CONTRACTING SERVICES

This Agreement is made as of this __ day of _____, 2025, by and between THE CITY OF BOYNTON BEACH, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City" and SHAMTEC, INC., a Florida corporation with a principal address of 13963 67TH Street North, West Palm Beach, Florida 33412, hereinafter referred to as "Contractor," each a "Party" and collectively the "Parties."

WHEREAS, the City's Public Works Department developed specifications to seek a qualified and experienced firm to provide HVAC services to the City;

WHEREAS the City issued Request for Proposals No. 25-058R (the "RFP") pursuant to state and local law to solicit proposals for Citywide Heating, Ventilation, & Air Conditioning Equipment, Maintenance, Products, Services and Repairs (the "Services"); and

WHEREAS, the RFP closed on September 8, 2025, with Three proposal submissions; and

WHEREAS the City created an evaluation committee, reviewed all proposals responses and scored the proposals in accordance with the criteria outline in the RFP; and

WHEREAS the City selected Contractor as the best qualified to perform the Services; and

WHEREAS the City desires to engage Contractor to provide such services to the City on both a regularly scheduled and as an as-needed basis according to the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Contractor do hereby agree as follows:

1. **SERVICES AND METHOD OF ORDERING SERVICES**.

   a. **Services**. Contractor shall provide the type of services described in the Scope of Services attached hereto as **Exhibit B** (which services are hereinafter referred to as the "Services"). Contractor may be requested to provide specific Services for various and different tasks or projects. Contractor shall render the Services in a diligent, careful, thorough, and professional manner consistent with sound business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. The standard of care for all Services performed or furnished by the Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances or at the same time and in the same locality.

   b. **Method of Service Performance**. The Contractor shall perform all services in accordance with the requirements and specifications provided by the City. The Contractor shall cooperate with the City to develop and adhere to a mutually agreeable project schedule.

a. A scope of services.

b. An estimate of fees and costs based on the hourly rates established in this Agreement with sufficient detail to identify the various elements of costs, which

2. TIME FOR PERFORMANCE.

a. **Commencement of Work**. Services under the Agreement and any applicable work shall commence upon the City giving written notice to the Contractor to proceed along with a purchase order. Contractor shall perform all Services and provide all deliverables required pursuant to this Agreement. Time is of the essence for the Contractor performance of the duties, obligations, and responsibilities required by this Agreement.

b. The term of this contract, as stated in **Exhibit A**, and attached hereto is for a three (3) year period and the City reserves the right to extend it for a period not to exceed an additional two (2) years by mutual agreement and by filing a written notice signed by the contractor to the City's Purchasing Department without further City Commission action. This extension shall provide the City with continual services for an additional term of the contract.

c. **Delays; Untimely Performance**.

i. **Delays; No Fault of Contractor**. If Contractor is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by the City or other governmental agencies having jurisdiction over the project and such delays are not the fault of Contractor, or because of delays caused by factors outside the control of Contractor, the City shall grant a reasonable extension of time for completion of the Services. It shall be the responsibility of the Contractor to notify the City in writing whenever a delay in approval by a governmental agency is anticipated or experienced and whenever a delay has been caused by factors outside of the Contractor's control and to inform the City of all facts and details related to the delay. Contractor must provide such written notice to the City within three (3) business days after the occurrence of the event causing the delay.

ii. **Delays Due to Contractor**. If Contractor fails to substantially complete the Services in whole or in part on or before the date established in each Task Order, Contractor shall pay City its proportional share of any claim for damages arising out of the delay. This section shall not affect either Party's indemnification rights or obligations otherwise outlined in this Agreement.

3. AMOUNT AND METHOD OF COMPENSATION.

a. **Compensation**. As compensation for Services rendered by Contractor to the City pursuant to 'Exhibit C' incorporated herein, and according to the terms and specifications of the RFP, the Contractor shall invoice the City on a monthly basis for all Preventative Maintenance performed at each location with an annual amount not to exceed Three Hundred Ninety-Eight Thousand Two Hundred Seventy-Six Dollars ($398,276.00) ("Fee") calculated based on the anniversary date of complete execution of the Agreement as well as $101,724.00 as an allowance for

additional work that occurs outside of the regular maintenance schedule. If work is required for products, services or repairs not included in the estimated preventative cost for each location, a quote shall be provided to the City. The Fee for this work is based on the Hourly Rates outlined in the Fee Schedule attached hereto as **Exhibit C** and incorporated into this Agreement by reference.

b. **Subcontractor Fees**. If subcontractor is permitted, the Contractor shall bill the City for subcontractor fees with no markup and within any applicable maximum not-to-exceed amount.

4. **NOTICES**. All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Consultant: Shamtec, Inc.
13963 67TH Street
West Palm Beach, Florida 33412
Telephone: 561-352-4208
Email: shamtec@yahoo.com

5. **INVOICES AND PAYMENT**. Invoices must identify the PO number, and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing services, the nature of the service, the hourly rate, and the dates(s) of service. Invoices may be submitted after such services are performed; however, all services rendered before September 30th of any given year must be invoiced by September 30th of that year. Contractor shall provide a W-9 with the first invoice.

Payment shall be made only for services performed and completed pursuant to a duly executed Task Order and this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be

made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty, or incomplete rendition of the Services.

6. **TAX EXEMPT**. Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. The City will provide the Contractor with proof of tax-exempt status upon request.

7. **SOVEREIGN IMMUNITY**. Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive the City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES**. If either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

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

    a. Keep and maintain public records required by the city to perform the service when utilizing non-City-owned equipment.

    b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

    c. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the City; and

    d. Upon completion of the contract, Contractor shall transfer to the City, at no cost to the City, all public records in Contractor possession. All records stored electronically by Contractor must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN**. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

11. **E-VERIFY**. Consultant shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registering and using the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the termination date. If this Agreement is terminated for a violation of the statute by Consultant, Consultant may not be awarded a public contract for one (1) year after the date of termination.

12. **ENTITIES OF FOREIGN CONCERN**. The provisions of this section apply only if Contractor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Agreement, Contractor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 6. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

13. **ANTI-HUMAN TRAFFICKING**. On or before the effective date of this Agreement, Contractor shall provide City with an affidavit attesting that the Consultant does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

14. **COUNTRIES OF CONCERN**. The Consultant represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

15. **PUBLIC ENTITY CRIME ACT**. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act.

Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

16. **CONTINGENCY FEE**. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

17. **TRUTH-IN-NEGOTIATION REPRESENTATION**. Contractor's compensation under this Agreement is based upon its representations to City. Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Consultant's compensation in this Agreement.

18. **DULY LICENSED**. Contractor represents that it is duly licensed to perform the Services under this Agreement and will continue to maintain all licenses and approvals required to conduct its business.

19. **FORCE MAJEURE**. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or preclude the exercise of any right either Party may otherwise have to terminate this Agreement.

20. **DISPUTES**. Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

21. **TERMINATION**.

a. **Termination for Convenience**. This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice. In this event, the Contractor shall be compensated for services performed through the termination date, including services reasonably related to termination.

b. **Termination for Cause**. In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

c. In the event of termination, the City shall compensate the Contractor for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Agreement. Contractor shall immediately deliver all documents, written information, electronic data, and other materials concerning City projects in its possession to the City and shall cooperate in transitioning its consulting duties to appropriate parties at the direction of the City.

d. Upon termination, this Agreement shall have no further force or effect, and the Parties shall be relieved of all further liability hereunder, except that the provisions of this section and the provisions regarding property rights, insurance, indemnification, governing law, and litigation shall survive termination of this Agreement and remain in full force and effect.

22. INDEMNIFICATION. Contractor shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, Contractor, separate Contractor, any of their subcontractor, or sub-subcontractor (collectively, “Indemnified Party”), from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys’ fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from (A) Contractor’s performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Contractor’s, its agents, employees, subcontractors, subcontractors, participants, and volunteers, and (C) Contractor’s failure to take out and maintain insurance as required under this Agreement. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys’ fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement. If considered necessary by the City and the City Attorney, the City may retain any sums due Consultant under this Agreement until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

23. INSURANCE. At the time of execution of this Agreement, the Contractor shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:

a. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employer's Liability with limits of One

Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each condition, and One Million Dollars ($1,000,000.00) aggregate by condition.

b. Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:

i. Premises and/or Operations on an occurrence basis.
ii. Completed Operations Liability on an occurrence basis.
iii. Broad Form Property Damage.
iv. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insured.

c. Contractor shall require that each subcontractor maintains insurance coverage that adequately covers the Services provided by that subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such subcontractors comply with these requirements and that "and its officers, employees, and agents as additional insured" is named as an additional insured under the subcontractors' applicable insurance policies. Contractor shall not permit any subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

24. **LIMITATION OF LIABILITY**. Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Contractor beyond the amount remaining due to Contractor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity, or otherwise; and in no event shall City be liable to Contractor for punitive or exemplary damages or lost profits or consequential damages.

25. **INDEPENDENT CONTRACTOR**. The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Consultant is an independent contractor under this Agreement and shall not be considered the City's employee for any purpose. Contractor shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

26. **COMPLIANCE WITH LAWS**. Contractor hereby always warrants and agrees that material to the Agreement, Contractor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

27. **BREACH OF REPRESENTATIONS**. Contractor acknowledges that City is materially relying on the representations, warranties, and certifications of Contractor stated in its Proposal and this Agreement, and City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the total amount of any damage incurred; and (d) debarment of Consultant.

28. **ASSIGNMENT**. If this Agreement and any interests granted herein shall be assigned,

transferred, or otherwise encumbered under any circumstances by Contractor, Contractor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any company ownership change shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Contractor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all its assets related to this Agreement. Contractor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all its assets related to this Agreement within thirty (30) calendar days of such event.

29. **NO LIEN**. The Contractor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Contractor.

30. **AGREEMENT SUBJECT TO FUNDING**. The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

31. **NON-EXCLUSIVE**. This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

32. **REPRESENTATION OF AUTHORITY**. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates applicable law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

33. **RIGHTS IN DOCUMENTS AND WORK**.

    a. **Ownership**. All videos, photographs, documents, materials, data, or other work created by Contractor in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Contractor hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work.

    b. **Deliverables Upon Conclusion of Task Order**. Contractor shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under any Task Order, all documents and materials prepared for the City in connection with the Task Order. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

    c. **Delivery Upon Expiration or Termination of Agreement**. Upon expiration or termination of this Agreement, the Documents and Work shall become the property

of City and shall be delivered by Contractor to City within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with all subcontractor(s).

d. **Reuse of Project Documents**. City may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Contractor's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in the applicable Scope of Services for any Task Order); and Contractor agrees to such reuse in accordance with this provision.

34. **CONTRACTOR'S STAFF**. Contractor will provide the key staff identified in its Proposal if they are in Contractor's employment. Contractor will obtain prior written approval from the City to change key staff. Contractor shall provide City with such information as necessary for City to determine the suitability of proposed new key staff. City will be reasonable in evaluating key staff qualifications. If City desires to request removal of any of Contractor's staff, City shall first meet with Contractor and provide reasonable justification for said removal; upon such reasonable justification, Contractor shall use good faith efforts to remove or reassign the staff at issue.

35. **THIRD-PARTY BENEFICIARIES**. Neither Contractor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

36. **MATERIALITY AND WAIVER OF BREACH**. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and essential to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

37. **COUNTERPARTS AND MULTIPLE ORIGINALS**. This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

38. **NON-DISCRIMINATION**. Contractor and any subcontractors shall not discriminate based on race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

39. **CONTROLLING PROVISIONS**. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such a manner

as to avoid conflicts between the provisions of the various documents.

40. **ENTIRE AGREEMENT**. The Agreement, including the RFP, the Proposal, and the Exhibits that are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties concerning the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by a written amendment executed by the City and Contractor t.

41. **SEVERABILITY**. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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

CITY OF BOYNTON BEACH, FLORIDA

Rebecca Shelton, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

SHAMTEC, INC.

Shameer Mohamed
(Signature)

SHAMEER MOHAMED
Print Name of Authorized Official

PROJECT MANAGER.
Title

(Corporate Seal)

Attest/Authenticated:

Rabyha Khan
(Signature), Witness

RABYHA KHAN
Print Name

EXHIBIT A
TERM OF AGREEMENT

The City will award this contract for a **three (3) year period** and reserves the right to extend it for a period not to exceed an additional **two (2) years** by mutual agreement and by filing a written notice signed by the contractor to the City's Purchasing Department without further City Commission action. This extension shall provide the City with continual services for an additional term of the contract.

EXHIBIT B
SCOPE OF SERVICES AND FEE SCHEDULE

PREVENTITIVE MAINTENANCE:

A. Air Cooled Chillers Inspection Schedule (Police Dept. and Fire Stations receive monthly maintenance)

Quarterly / Annual Maintenance Includes:

- Report to Customer upon arrival.
- Inspect overall unit condition.
- Check all compressors and motors for proper amp draws
- Check all oil levels, check for contamination, and note on report
- Check all wiring terminals and tighten as needed
- Check all contactors for wear and pitting
- Check all Connections on relays
- Check the operation sequence of chiller, adjust controls as required
- Check all safety controls and verify operation
- Check all oil heaters for operation
- Check operating pressures of each circuit and record
- Check and adjust all belts as required
- Check all bearings and grease as needed
- Check all compressors for visual leaks of oil or Freon
- Inspect condenser fins for damage and / or problems
- Check entering air and leaving air of condenser
- Check interlock controls with pumps
- Clean condenser coils **(annually)**
- Oil samples **(annually)**

B. Rooftop & Split Systems Units: - (Quarterly)

- Check all control wiring for problems
- Check and record all compressor run loads amps
- Check all contactors and relays for operation and terminal connection
- Check an safety controls for operation and terminal connection, adjust as required.
- Check all condenser fan motors for operation and oil as required
- Check condenser motor blades
- Check all evaporator fan motors for operation and oil as required
- Inspect evaporator blower assembly, grease bearings
- Check all evaporator belts for alignment and adjust
- Inspect evaporator coil and clean as required
- Chemically clean evaporator and condenser coils **(annually)**
- Inspect drain pan and clean as required
- Provide filter and labor for one (1) filter change per quarter
- Check condenser coils for damage and visible leaks
- Check all evaporators for leaks
- Inspect all internal and external piping
- Provide annual acid and moisture test for each compressor circuit

- Inspect for abnormal operational vibration and correct as required
- Check operation of thermostat and calibrate as required

C. Air Handlers: (Quarterly)

- Check motor and record amp draw
- Check starter for operation and wiring terminations
- Check belts for alignment and adjust as required
- Check all bearings and grease as required
- Visual inspection of shaft condition, report problems
- Check and record entering and leaving air temperatures
- Check operation of chill and hot water valves, note leaks
- Verify drain operation and clear any obstructions
- Chemically clean coil **(annually)**
- Install pan tabs as required
- Inspect filters and log conditions
- Check and recalibrate static pressure sensors
- Check and recalibrate humidity controls as required
- Check variable speed drives for normal operation

D. Building Automation (Quarterly) ICP, Ezell Hester Park Community Center, Sims Center, City Hall, Fire station 1, 2, & 5, Arts & Cultural Center, Police Station and Children's School House Museum

- Check all sensors for range and operation
- Calibrate sensors as needed
- Check all wiring and adjust as needed
- Check all controllers for operation
- Go over programming with onsite personnel
- Check data trend for HV AC equipment
- Check all set points and adjust as required
- Check all pneumatic to electric switches for proper pressure

E. Pumps

- Check motor and record amp draw
- Check seals for leaks and or excessive wear
- Check inboard and outboard bearings and grease as needed·
- Visual inspection of alignment of motor to pump
- Inspect coupler for proper wear and alignment
- Visual inspection of starter for each pump, check wiring and tighten as required
- Check pump base for condition and proper drainage
- Check insulation on pump headers and end bells
- Check all setscrews and keyways
- Check and record pump pressures if gauges are present

F. Filters

- All filters in all Fire Stations and the Police Station shall be replaced monthly with pleated filters. All other facilities will be replaced with pleated filters on a quarterly basis.

G. VAV Boxes (Annually)

- Change filters and check heat
- Check all controllers for normal operation
- Check all wiring terminals and tighten as needed
- Check motor and record amp draw

DISTRICT ENERGY SERVICES: 208 NE 1st Street

H. Cooling Towers (Each Cooling Tower has 4 Cells and 10 motors) Monthly, Quarterly, Semi Annually and Annually

Monthly

- Fan Guards
- Fan Blade Clearance
- Sump Screen
- Fan Motors**

Quarterly

- Mechanical Float Valve

Semi Annually

- Fan Motors*
- Spin Free Nozzles
- Water Collection System

Annual

- Shell Surfaces
- Drift Eliminators
- Fill Media
- Fan Motors***

I. Chillers 1and 2

***** Chillers one and two are not in operation. Annual maintenance is performed according to manufacturers' recommendation.**

Chiller 3

Chiller #3 is manned by city staff eight (8) hours per day. Remaining hours are monitored via Tracer Synchrony.

Quarterly:

PUMPS

- Visual Inspection on all equipment to determine accurate range of operation.
- Initial Site Inspection
- Check motor shaft and pump shaft for proper alignment
- Inspect coupling for wear
- Verify that the shaft guard is in place and tight

- Verify water flow through pump and check for leaks on the mechanical pump seals
- Lubricate the motor bearings and the pump bearings as necessary
- Inspect wiring and connections on the motor terminals for signs of overheating verify tight connections
- Check condition of the contacts for wear and pitting if applicable
- Verify proper volts and amps
- Verify smooth operation of the pump
- Verify proper drip rate on the pump seal packing
- Visual inspection of entire pump and motor assembly

VFD

- Check operation of drive
- Open cabinet and clean
- Verify operation of bypass

Annual

- Perform fluid pH test
- Leak detection inspection
- Inspect safety controls, electrical components and UPS
- Inspect all piping components.
- Clean in-line strainers
- Inspect vent piping for all relief valves for presence of refrigerant
- Inspect and clean the condenser tubes for fouling
- Visually inspect water box hinges

36 Months

- Do a tube test. Use a nondestructive tube test to inspect the condenser and evaporator tubes.

60 Months

- Drain and replace the drive cooling fluid and replace the fluid strainer when servicing the fluid.

EXHIBIT C
PRICE SCHEDULE

PREVENTATIVE MAINTENANCE ALL LOCATIONS:

FACILITY	ANNUAL UNIT PRICE:
Intracoastal Park	$7,400.00
Ocean Front Concession Stand	$1,200.00
Ocean Front Lifeguard Building	$1,200.00
Public Works #1	$1,700.00
Public Works #2	$3,800.00
Public Works #3	$1,700.00
Children's Schoolhouse Museum	$6,000.00
Tennis Center	$2,100.00
The Links Golf Course	$4,000.00
Woman's Center	$6,300.00
Boat Club Bait & Tackle Shop	$1,200.00
Boat Club Clubhouse	$1,600.00
Boynton Beach Memorial Park	$1,400.00
Little League Park Concession Stand	$1,400.00
City Hall	$14,400.00
Arts & Cultural Center	$19,200.00
Ezell Hester Park Community Center	$20,800.00
Carolyn Sims Center	$12,000.00
Utilities Administration Building	$6,000.00
East Water Treatment Plant	$5,400.00

West Water Treatment Plant	$5,400.00
Master Lift Station	$2,000.00
Three Million Gallon Tank Building	$1,400.00
Sara Sims Park (Cemetery)	$1,600.00
TOTAL UNIT PRICE	**$129,200.00**

FACILITY	Monthly Price
Fire Station 1	$17,100.00
Fire Station 2	$13,500.00
Fire Station 3	$18,900.00
Fire Station 4	$31,200.00
Fire Station 5	$44,100.00
Police Department	$33,300.00
TOTAL MONTHLY PRICE	**$171,275.00**

MONTHLY MAINTENANCE

District Energy Services/ Cooling Tower Fans	Annual Price
Preventative Maintenance Requirements - Visual Inspection on all equipment. Inspect Fans and Motors	$21,600.00
TOTAL ANNUAL PRICE	**$21,600.00**

QUARTERLY MAINTENANCE

DES / COOLING TOWERS, PUMPS & CHILLERS	Annual Price
Preventative Maintenance Requirements - Visual Inspection on all equipment to determine	

accurate range of operation, Pumps, VFD's, and Mechanical Float Drive	$12,800.00
TOTAL ANNUAL PRICE	**$12,800.00**

SEMI ANNUAL MAINT.

DES / COOLING TOWERS, PUMPS & CHILLERS	Annual Price
Preventative Maintenance Requirements for Cooling Towers.	$8,400.00
TOTAL ANNUAL PRICE	**$8,400.00**

ANNUAL MAINTENANCE

DES / COOLING TOWERS, PUMPS & CHILLERS	Annual Price
Preventative Maintenance Requirements for Cooling Towers.	$6,000.00
TOTAL ANNUAL PRICE	**$6,000.00**

36 MONTH MAINT.

DES / COOLING TOWERS, PUMPS & CHILLERS	Annual Price
Preventative Maintenance Requirements for Cooling Towers.	$25,000.00
TOTAL ANNUAL PRICE	**$25,000.00**

60 MONTH MAINT.

DES / COOLING TOWERS, PUMPS & CHILLERS	Annual Price
Preventative Maintenance Requirements	$24,000.00
TOTAL ANNUAL PRICE	**$24,000.00**

HOURLY RATES:	REGULAR (8:00 AM – 5:00 PM)	OVERTIME (Weekends / Holidays) (5:00 PM – 8:00 AM)
Licensed Technician	$ 85.00	$ 127.50

Technician	$ 85.00	$ 127.50
Laborer	$ 45.00	$ 67.50

SUMMARY TABLE	AMOUNT
PREVENTATIVE MAINTENANCE FOR ALL LOCATIONS	$129,200.00
PREVENTATIVE MAINTENANCE FOR FIRE STATIONS 1-5 & POLICE STATION	$171,275.00
MONTHLY MAINTENANCE - DISTRICT ENERGY SERVICES - COOLING TOWER FANS	$21,600.00
QUARTERLY MAINTENANCE - DISTRICT ENERGY SERVICES - COOLING TOWERS, PUMPS & CHILLERS	$12,800.00
SEMI ANNUAL MAINT. REQUIREMENTS OF DISTRICT ENERGY SERVICES - COOLING TOWERS	$8,400.00
ANNUAL MAINTENANCE OF DISTRICT ENERGY SERVICES	$6,000.00
36 MONTH MAINT. REQUIREMENTS OF DISTRICT ENERGY SERVICES	$25,000.00
60 MONTH MAINT. REQUIREMENTS OF DISTRICT ENERGY SERVICES	$24,000.00
120 MONTH MAINT. REQUIREMENTS OF DISTRICT ENERGY SERVICES	$1.00
TOTAL MONTHLY PRICE	**$398,276.00**

REQUEST FOR PROPOSALS (RFP)

CITYWIDE HEATING VENTILATION, & AIR CONDITIONING EQUIPMENT, MAINTENANCE, PRODUCTS, SERVICES AND REPAIRS

RFP No. 25-058R

PUBLISH DATE:

July 18, 2025

ALL QUESTIONS DUE:

August 13, 2025 by 3:00 PM

NON-MANDATORY PRE-PROPOSAL CONFERENCE:
July 31, 2025 at 10:15 AM

TEAMS LINK
Location:
CITY OF BOYNTON BEACH
ROOM 115
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435

PROPOSAL DUE AND OPENING DATE:
August 19, 2025 at 3:00 PM

Where to Deliver Proposal
Boynton-beach.bidsandtenders.net

Bids&Tenders Online Submission Only

Advertisement Date: July 21, 2025

REQUEST FOR PROPOSALS
CITYWIDE HEATING VENTILATION, & AIR CONDITIONING EQUIPMENT, MAINTENANCE, PRODUCTS, SERVICES AND REPAIRS
25-058R
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NOTICE TO PROPOSERS

REQUEST FOR PROPOSALS

25-058R

CITYWIDE HEATING VENTILATION, & AIR CONDITIONING EQUIPMENT, MAINTENANCE, PRODUCTS, SERVICES AND REPAIRS

Electronic Requests for Proposals (RFPs) shall be received by the e-procurement system up until **August 19, 2025; No Later Than 3:00 P.M. (Local Time);** unless specified otherwise and may not be withdrawn within (120) days after such date and time.

All RFPs received will be publicly opened and acknowledged of receipt by the City's e-procurement system electronically. The e-procurement system does not permit RFPs received after the assigned date and time. For the above reasons, it is recommended that the proposer(s) allow sufficient time to complete your online Submission and to resolve any issues that may arise.

ATTENTION, ALL INTERESTED PROPOSERS:

To obtain documents online, please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

INTRODUCTION:

The City of Boynton Beach is seeking to engage qualified and experienced firms to submit proposals (RFP's) to provide Citywide HVAC Equipment, Maintenance, Installation, Products, Services And Repairs for twenty-nine city buildings and facilities to provide comprehensive maintenance services, equipment repairs and replacement products within the City to promote healthy, safe, and more productive public use spaces while also enhancing energy and operating efficiency and lowering overall costs.

The City has approximately 29 buildings with a variety of HVAC systems that need quarterly and annual preventative service and maintenance along with occasional repairs. The work includes all professional services, labor, equipment, materials, insurance, obtaining any applicable permits, necessary supervision, and incidentals to complete necessary work as specified herein. All proposed work shall be completed in accordance with the scope of work and all applicable federal, state, county, and local regulatory requirements.

The Proposer(s) shall act as an independent contractor and not as an employee of the City.

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PRE-PROPOSAL CONFERENCE:

A **NON-MANDATORY** Pre-Proposal Conference AND Site Meeting is scheduled for **July 31, 2025, at 10:15 AM** and will be held at City of Boynton Beach City Hall Room 115, 100 East Ocean Avenue, Boynton Beach, Florida 33435. Please note that this Pre-Proposal Conference meeting will be recorded, however all parties interested in offering a proposal for this project should make every effort to attend this Meeting.

The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed contract, answer questions on the solicitation document, review the qualifications requested, provide instructions for submitting proposals, and discuss other relevant issues.

Sealed Bids must be received electronically via the City's encrypted procurement management system, bids&tendersTM on or before the date and time referenced above. Any Proposal received after 3:00 PM on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal Bid is received will be resolved against the Bidder.

If any discussions or questions at the pre-proposal meeting require, in the City's opinion, official additions, deletions, or clarifications of the solicitation or any other document, the City will issue an addendum to this Request for Proposals, as the City determines is appropriate.

No oral representation or discussion taking place at the pre-proposal meeting will be binding or may be relied upon by any person or entity. All questions prior to the pre-proposal meeting should be submitted in writing through the City's e-procurement system by the deadline for questions.

Questions related to this RFP are to be submitted to the Purchasing representative through the e-procurement system only by clicking on the "Submit a Question" button for this specific solicitation.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, response and shall remain in effect until the City Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of the City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Division Director or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract that violates the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted

by competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.071, sealed Proposal responses received by the City in response to a Request for Proposal are exempt from public records disclosure requirements until thirty (30) days after the opening of the Proposals unless the City announces intent to award sooner. If the City rejects all Responses submitted in accordance with a Request for Proposal, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Proposal response, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Proposals, or replies.

CITY OF BOYNTON BEACH

CITYWIDE HEATING, VENTILATION, & AIR CONDITIONING EQUIPMENT, MAINTENANCE, PRODUCTS, SERVICES AND REPAIRS
RFP No. 25-058R

SECTION I – INSTRUCTIONS TO PROPOSERS – SUBMISSION REQUIREMENTS

PURCHASING DIVISION

Our Purpose: The City of Boynton Beach's Purchasing Division is dedicated to fostering equitable and fair competition in our solicitations through a transparent procurement process. We actively collaborate with local vendors to ensure that every participant has an equal opportunity to secure government contracts. Our commitment to fairness and transparency is unwavering.

Our Mission Statement: *We are unwavering in our commitment to promoting integrity, transparency, and fairness in every step of the procurement process. This dedication is the cornerstone of our mission.*

We strive to maximize value for our community by fostering competitive opportunities for local businesses, ensuring compliance with regulations, and delivering exceptional service to our stakeholders. Through collaboration, planning, and innovation, we aim to support the city's goals while enhancing the economic vitality of our region.

Key Goals: *As guardians of the public trust, our Purchasing Division is deeply committed to its purpose and mission. Upholding the values of vision, integrity, efficiency, and quality service, we strive to fulfill our commitments with unwavering dedication.*

Community Impact: *Our local, state, and nationwide vendors are essential partners in our purpose and mission. We are dedicated to collaborating with qualified, competitive vendors who share our commitment to quality, efficiency, teamwork, and exceptional customer service.*

A Message to our Vendors:

Your work as a vendor is not just about delivering products and services. It's about enhancing the overall value of our services to our residents. We expect high-quality products and efficient services, delivered on time and as specified, to make a real difference in our community. Additionally, we anticipate that our vendors will collaborate with us as a team and maintain the highest standards of integrity in all interactions with the city's offices and departments. These are expectations and standards we hold all our vendors to.

Diligence in fulfilling the requirements of this solicitation will significantly enhance the overall quality of services delivered to our community. The City seeks a firm that embodies these principles in its work, and the successful candidates will be evaluated against the performance standards detailed in this solicitation.

1.0 DEFINITIONS

Whenever the following terms appear in the RFP or Proposal, the intent and meaning shall be interpreted as follows:

"Addenda"
Written or graphic instruments issued before opening solicitations that clarify, correct, or change the solicitation requirements or the contract document.

"Agreement"
The written agreement between the City and the Contractor covering the scope of work to be performed, including other Contract Documents attached to the Agreement and made a part thereof. The words "Agreement" and "Contract" are used interchangeably.

"City" or "Owner"
The City of Boynton Beach, Florida, a municipal corporation of the State of Florida

"Contract Administrator"
The Department's Director or some other employee expressly designated as Contract Administrator in writing by the Director, who is the representative of the City concerning the Contract Documents.

"Contract Documents"
The Contract Documents consist of this Agreement, conditions of the contract (General, Supplementary, and other Conditions), drawings, specifications of this solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and

supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These Contract Documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

"Contractor "

The individual or firm who successfully receives the award for work to be completed as defined by this solicitation. Also referred to as Successful Proposer.

"Contract Administrator"

The City's authorized Contract representative.

"Defective"

An adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, or deficient, does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

Effective Date of the Agreement

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

"Evaluation/Selection Committee"

City Staff and /or outside Contractors or subject matter experts who are assigned to evaluate the submitted proposals.

"Interested parties"

Firms or proposers interested in the solicitation and plan to eventually become proposers.

"Notice to Proceed"

A written notice given by the City to the Contractor fixing the date on which the contract time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents. Such Notice is to be issued by the project Contract Administrator.

"Online e-procurement system" or "e-procurement system"

The City of Boynton Beach's solicitation management system is "bids&tenders."

"Procurement Services"

The Procurement Division - Department of Finance of the City of Boynton Beach.

"Proposer/Offeror/Responder"

Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this solicitation, the terms "Offeror," "Proposer," and "Responder" are used interchangeably and have the same meaning.

"Request for Proposals (RFP)"

A method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract.

"Sub-Contractor"

Any person, firm, entity, or organization, other than the employees of the Contractor, who contracts with the Contractor 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 Contractor.

"Responsible Proposer"

This means a person or firm capable of fully performing the requirements in the RFP and agreement and having the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance.

"Responsive Proposer"

This means a Person or firm who has submitted a Proposal that conforms in all material respects to the requirements outlined in this RFP.

"Written Amendment"

A written amendment of the Contract Documents, signed by the City and the Contractor on or after the Effective Date of the Agreement and typically dealing with non-technical aspects rather than strictly work-related aspects of the Contract Documents.

"Unit Price or Hourly Wage Work"

Work to be paid for based on unit prices outlined within the RFP.

"Project, Services, or Program"

All matters that will be required to be done by the Contractor in accordance with the Scope of Work, Terms and Conditions, and Special Provisions of this RFP.

The following instructions are given to guide Proposers in adequately preparing their response. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

1.1 PROCUREMENT DEFINITION FOR SOLICITATION

A **Request for Proposal (RFP)** is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract. The Contractor's qualifications, experience, and price will be factors in the evaluation.

Proposals will be evaluated by an evaluation committee based on the criteria set forth in SECTION IV.

1.2 ONLINE E-PROCUREMENT SYSTEM – (bids&tenders)

A. The City of Boynton Beach utilizes an electronic online e-procurement system service to notify and distribute its solicitation documents; please visit Boynton-beach.bidsandtenders.net.

B. To obtain documents online, please visit Boynton-beach.bidsandtenders.net.

C. Before registering for the opportunity, you may preview the solicitation documents with a Preview Watermark. Documents are not provided in any other manner.

D. Proposers are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the e-procurement System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.

E. For the above reasons, sufficient time is recommended to complete your RFP Submission and resolve any issues that may arise. The online e-procurement system's web clock shall determine the closing time and date.

F. Proposers should contact bids&tenders support listed below at least twenty-four (24) hours prior to the closing time and date if they encounter any problems.

G. The e-procurement system will send a confirmation email to the Proposer advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

1.3 EXAMINATION OF CONTRACT DOCUMENTS

A. Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state, grant requirements (if Applicable) and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

B. The Offeror, by and through the submission of a Proposal, agrees that it shall be held responsible for having examined the facilities and equipment (if applicable), is familiar with the nature and extent of the work and any local conditions that may affect it, and is familiar with the equipment, materials, parts, and labor required to perform the work successfully.

1.4 ELIGIBILITY OF PROPOSER

To be eligible to participate in this RFP, the proposing firm or principal must demonstrate that they, or the principals assigned to the contract, have successfully provided services of similar magnitude as those specified in SECTION II. SCOPE OF WORK (SERVICES)

of this solicitation to at least one city similar in size and complexity to the City of Boynton Beach or can demonstrate they have the experience with large-scale private sector clients and the managerial and financial ability to perform the services successfully.

1.5 QUALIFICATIONS OF PROPOSERS

A. No e-submission will be accepted from, nor will any contract be awarded to, any person who is in arrears with the City of Boynton Beach upon any debt or contract or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City.
B. The City is not required to award any jobs to a Contractor based solely on their lowest e-submission price.
C. Awards will be based on past performance and quality of work in addition to the Contractor's RFP response.
D. If selected for a contract, all Contractors must perform to the satisfaction of the City before being considered for award of additional contracts.
E. Contractors whose performance is unsatisfactory shall be subject to debarment or suspension.

1.6 PRE-PROPOSAL CONFERENCE

The City will hold an In Person non-mandatory pre-proposal conference for this project. The information regarding such a meeting will be noted on the 1st and 2nd page of this document.

1.7 QUESTIONS AND ADDENDA ON THIS SOLICITATION

From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract Documents. Since all addenda are available to Proposers through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Proposer to have received ALL addenda issued.

Proposers should check online at Boynton-beach.bidsandtenders.net before submitting their proposal and until the proposal closing time and date in the event, to ensure no additional addenda are issued.

If a Proposer submits their proposal before the solicitation closing time and date and an addendum has been issued, the e-procurement system shall WITHDRAW the proposal.

The submittal status will change to an INCOMPLETE STATUS, and the Proposal will be withdrawn. The Proposer can view this status change in the "MY BIDS" section of the e-procurement system.

A. The Proposer is solely responsible for creating any required adjustments to their Proposal, acknowledging the addenda, and ensuring the re-submitted Proposal is RECEIVED by the e-procurement System no later than the stated Proposal closing time and date.
B. The Proposer is responsible for submitting written questions or requesting clarification for items included in this solicitation through bids&tenders.
C. All responses to questions or inquiries, interpretations, and supplemental instructions will be in the form of a written addenda, which, if issued, will be posted through bids&tenders.
D. No verbal interpretations may be relied upon.
E. Failure of any proposer to receive any such addenda or interpretation shall not

relieve any Proposer from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document.

F. Proposer shall acknowledge receipt of any addenda through the e-procurement system by checking a box for each addendum and any applicable attachment.

G. It is the Proposer's responsibility to have received all issued addenda. Proposers should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the solicitation closing time and date in the event additional addenda are issued.

H. If any interested parties have received this RFP packet from a source other than bids&tenders directly and the Interested Party is not registered with bids&tenders, they must register with bids&tenders.

I. No negotiations, decisions, or actions shall be initiated by the Proposer because of any discussions with a City employee.

J. Only those communications in writing from the Purchasing Division may be considered a duly authorized expression. Also, only communications from proposers submitted through bids&tenders in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

K. Late Submittal Responses are not permitted by the e-procurement system.

L. To ensure receipt of the latest information and updates via email regarding this solicitation, or if a Proposer has obtained this solicitation from a third party, the responsibility is on the Proposer to create an e-procurement system vendor account and register as a plan taker for the solicitation with bids&tenders.

M. All expenses for making submittal responses to the City are to be borne by the Proposer.

1.8 MISTAKES WITHIN RFP

Proposers are cautioned to examine all terms, conditions, specifications, scope of work, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure to examine all pertinent documents shall not entitle the proposer to any relief from the conditions imposed in the Agreement and may lead to the rejection of a proposal.

1.9 PROPOSAL SUBMISSIONS

A. The City's e-procurement solicitation system shall receive ELECTRONIC SOLICIAITON SUBMISSIONS ONLY.

B. **Hardcopy submissions are not permitted.**

C. Electronic Request for Proposals for this solicitation shall be received by the City's e-procurement system no later than the time outlined on page #1 of this solicitation.

D. Late responses are not permitted by the e-procurement system. It shall be the sole responsibility of the Proposer to have their Request for Proposals submittal submitted online.

E. All proposals shall be submitted in English.

F. All prices, terms, and conditions proposed in the submitted response shall be expressed in U.S. Dollars and will be firm for acceptance for ONE HUNDRED TWENTY (120) calendar days after the closing of the RFP.

1.10 SOLICITATION FORMS

A. All proposal submissions prices, amounts, and descriptive information must be entered into the e-procurement system bids&tenders.

B. The Proposer must state the price and the time of delivery for which they propose to deliver the equipment or service requested.

C. The Proposer must be licensed to do business as an individual, partnership, or corporation in the State of Florida.

D. All proposal submission forms should be executed and submitted for easy identification. Responses not submitted on proposal submission forms may be rejected.

E. All proposal submissions are subject to the conditions specified in this solicitation document. Submittals that do not comply with these conditions may be rejected.

F. THE FOLLOWING FILLABLE DIGITAL FORMS HAVE BEEN CREATED AND MUST BE ACKNOWLEDGED WITH EACH PROPOSAL SUBMISSION:

i. Certification
ii. Vendor Drug-Free Workplace
iii. Qualification Statement
iv. References
v. Scrutinized Companies List
vi. E-Verify Compliance
vii. Subcontractor Form
viii. Firm's Primary Ownership

G. FORMS THAT MUST BE UPLOADED TO THE DOCUMENT UPLOAD SECTION

i. Document Upload 1: Proposer Qualification Statement
ii. Document Upload 2: Non-collusion Affidavit and Acknowledgement
iii. Document Upload 3: E-Verify Form Under Section 448.095
iv. Document Upload 4: Certification Pursuant to Florida Statute § 287.135
v. Document Upload 5: Anti-Kickback Affidavit
vi. Document Upload 6: Affidavit of Compliance with Foreign Entity Laws
vii. Document Upload 7: Affidavit of Compliance with Anti-Human Trafficking Laws
viii. Document Upload 8: Proof of State Certified License
ix. Document Upload 9: Certificate of Insurance
x. Document Upload 10: Form W-9
xi. Optional: Supplemental Information Relative to this RFP.

1.11 EXECUTION OF SOLICITATION DOCUMENTS

Proposals must include manual or electronic signatures by an authorized representative on all required forms.

1.12 CAUSES FOR REJECTION

No response will be canvassed, considered, or accepted which, in the opinion of the City's evaluation committee, is incomplete, informal, or unbalanced or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify a response for all items called for in the schedule may render the proposal invalid.

1.13 REJECTION OF PROPOSALS

A. The City reserves the right to reject any proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is appropriately qualified to carry out the obligations and to complete the work contemplated.

B. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal shall be considered irregular and may be rejected if

it indicates serious omissions, alterations in form, additions not called for, conditions, unauthorized alternates, or irregularities of any kind.

C. The City reserves the right to reject any or all proposals, waive such technical errors, waive informalities or irregularities in any response received, re-advertise, or take any other actions as may be deemed best for the interests of the City.

1.14 WITHDRAWAL OF PROPOSALS

Any Responder may, without prejudice to themself, withdraw its response at any time prior to the expiration of the time during which responses may be submitted. Such withdrawal request must be in writing and signed in the same manner and by the same person who signed the response through bids&tenders. After the expiration period for receiving responses, no proposal can be withdrawn.

1.15 NO SUBMITTAL

A NO SUBMITTAL response can be submitted online through bids&tenders the e-procurement system.

1.16 SOLICITATION DEADLINE

The Proposer is responsible for ensuring that the proposal is submitted electronically by or at the proper time and date before the solicitation deadline. The e-procurement solicitation system does not permit late submission responses.

1.17 RIGHTS OF THE CITY FOR THIS REQUEST FOR PROPOSALS (RFP)

The City reserves the right to the following:

A. Reject any or all proposals.
B. Reject or cancel any or all proposals during the procurement process.
C. Reissue the solicitation.
D. Extend the RFP deadline time and date.
E. Procure any item by other means.
F. Increase or decrease the quantity specified in the Request for Proposals (RFP).
G. Consider and accept an alternate proposal as provided herein when most advantageous to the City.
H. Waive any defect, irregularity, or informality in any RFP procedure.
I. Waive an informality as a technical error, minor deviations from specifications, defect, or accept a portion of any proposal deemed to be the most responsive, responsible Proposer(s) representing the most advantageous submission to the City.
J. In determining the “most advantageous proposal,” price, quantifiable factors, and other factors are considered. Such factors include but are not limited to:
    a. Statement of Work
    b. Price Proposal
    c. Other factors contributing to the overall RFP outlined in SECTION IV – EVALUATION OF PROPOSALS.
K. Consideration may be given but is not necessarily limited to conformity to the specifications, including timely delivery; product warranty; a Proposer’s proposed service; ability to supply and provide service; delivery to required schedules and past performances in other agreements with the City or other government entities.

1.18 PROTEST PROCEDURE

Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing, addressed to the Purchasing Director, via hand delivery, or mail, along with a protest cash bond in an amount equal to 5% of the submittal price or $5,000, whichever is less.

The bond will be refunded to a protester if the protest is upheld. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Division within the deadlines as follows:

A. If the protest relates to a Request for Proposal, must be received before the solicitation submittal deadline date.

B. If the protest relates to any other matter relating to the solicitation, including the intent to award of an agreement, the protest must be received no later than **THREE (3)** regular business days after the date of the intent to award notification of award by a member of the purchasing staff.

Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

1.19 MINIMUM STANDARDS REQUIRED BY THE CITY

Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Proposer has the following:

A. The appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements.
B. A satisfactory record of performance.
C. A satisfactory record of integrity.
D. Qualified legally to contract within the State of Florida and the City of Boynton Beach.
E. Supplied all necessary information in connection with the inquiry concerning responsibility.

1.20 DISQUALIFICATION OF PROPOSER

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe collusion exists between proposers.

Automatic disqualifiers are as follows:

A. Not being licensed to perform the required work by the Contractor.
B. Not being eligible to submit a proposal due to violations listed under "Public Entity Crimes."

1.21 INFORMATION AND DESCRIPTIVE LITERATURE

The Proposer must furnish all information requested in the spaces provided on the proposal submission form.

1.22 INTERPRETATIONS

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, officer, or employee during the solicitation process as described in the Cone of Silence except as otherwise specified. If the Proposer should be in doubt as to

the meaning of any of the solicitation documents or believes that the plans and/or specifications contain errors, contradictions, or reflect omissions, the Proposer shall direct questions to the Purchasing representative through the e-procurement solicitation system only by clicking on the "Submit a Question" button for this solicitation, no later than ten (10) days prior to the solicitation deadline.

1.23 CERTIFICATIONS, LICENSE, AND PERMITS

A. Unless otherwise directed by the City, the Proposer should provide a copy of all applicable certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Licensing Board in the name of the Proposer.

B. If applicable, the Proposer shall also maintain a current Local Business Tax Receipt (Occupational License) for the County and all permits required to complete the contractual service at no additional cost to the City.

C. A County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. It shall be the responsibility of the Contractor to obtain all certifications, licenses, and permits, if required, to complete the services at no additional cost to the City.

D. It is the responsibility of the Proposer to ensure all required certifications, licenses, and permits are maintained and are current throughout the term of the Agreement, inclusive of any renewals.

E. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

F. Failure to meet this requirement shall be considered a default of the Agreement.

1.24 SUB-CONTRACTING

A. If a Proposer utilizes sub-contractors for any portion of the Agreement for any reason, the Proposer should state the name and address of the sub-contractors and the name of the person to be contacted on the online form within the e-procurement system under "Schedule of Sub-contractors."

B. The City of Boynton Beach reserves the right to accept or reject any or all proposals wherein a sub-contractor is named and to make the award to the Contractor, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City.

C. The City also reserves the right to reject the submission of any Proposer if the solicitation names a subcontractor who has previously failed to perform an award properly or failed to deliver on-time contracts of a similar nature or who cannot perform correctly under this award.

D . The City reserves the right to inspect all facilities of any sub-contractors to determine the foregoing.

E. The subcontractors will be equally responsible for meeting all requirements specified in this Request for Proposals (RFP).

F. Proposers are encouraged to seek participation from minority and women-owned business enterprises in subcontracting opportunities. The City reserves all rights to determine the foregoing.

1.25 ESCALATOR CLAUSE

Any proposal that is submitted subject to an escalator clause will be rejected.

1.26 EXCEPTIONS BY PROPOSER

A. Incorporation in a proposal of exceptions to any portion(s) of the Contract Documents may invalidate the proposal. Exceptions to the Scope of Work and/or

Special Provisions shall be clearly and specifically noted in the submitted proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS,**" which shall be attached to the proposal.

B. Any exceptions taken to the terms and conditions of the solicitation or the City's Agreement shall be considered a part of the Proposer's solicitation response and will be considered by the City in its evaluation. Any exception not specifically stated is deemed waived. Submission of any exceptions does not denote acceptance by the City. Furthermore, taking exceptions to the City's terms and conditions may be viewed unfavorably by the City/evaluation committee and ultimately may impact the overall evaluation of a Proposer's submittal.

C. The use of the Proposer's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract Documents.

1.27 TRADE SECRET

Any language contained in the Proposer's proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is, in the City's opinion, a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City that the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

1.28 ANTI-KICKBACK AFFIDAVIT

Each Proposer shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

1.29 CONFLICT OF INTEREST / GIFT POLICY

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. All Proposers shall disclose the name of any City employee or relative of a City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches.

A. CONFLICT OF INTEREST:

No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a proposer considered for a City contract.

In addition, the Proposer shall disclose to City in writing all federal criminal law violations involving fraud, bribery, or gratuity that potentially affect the award of this solicitation. Failure to make the required disclosures can result in withheld payments, award termination, suspension, or debarment of the proposer.

B. ORGANIZATIONAL CONFLICT OF INTEREST:

The Proposer shall not have activities or relationships (a) causing the Proposer to be unable, or potentially unable, to render impartial assistance or advice to the City; (b) impairing the Proposer's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.

1.30 GIFT POLICY

No Proposer who is a party to, or receives a benefit from, this Agreement shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the City. Further, no officer, employee, or agent of the City shall solicit or accept a gratuity, favor, or anything of monetary value from a Proposer who is a party to, or receives a benefit from, this Agreement.

1.31 CONFIRMATION OF MINORITY-OWNED BUSINESS

It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Proposer shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its submission.

1.32 LOCAL BUSINESS PREFERENCE

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

“For all acquisitions made pursuant to Requests for Proposals, Requests for Qualifications, or Requests for Letters of Interest, the solicitation shall include a criterion for Local Businesses of five percentage points (5%) of the total points in the evaluation criteria published in the solicitation. Local Preference shall not be applied when its application would result in an award that exceeds the otherwise lowest responsive, responsible proposer by 5% or $5,000 whichever is lower. For all acquisitions made pursuant to Requests for Proposals, Requests for Qualification, or Requests for Letters of Interest, where the solicitation includes a qualitative ranking rather than a quantitative selection, the evaluation criteria shall include a Local Business preference, as reasonably determined by the Purchasing Division, consistent with the intent of this Policy. Each such solicitation shall clearly define the application of the Local Business preference.

Respondents must include the Local Business Status Certification Form with their RFP submissions to be considered for a local business preference.

Failure to submit this form at the time of RFP submittal will result in the Respondent being found ineligible for the local business preference for this solicitation and will receive zero (0) points for that criterion.

If the Respondent meets the requirements of a local business as defined by the preference, the proposal will be awarded the total 5 points allotted by each evaluation committee member. Firms not meeting the Preference requirements will receive zero points in this evaluation criterion.

1.33 AWARD OF AGREEMENT:

A. Agreement(s) or purchase order(s) will be awarded by the City to the most qualified, responsive, responsible Proposer whose submission represents the most advantageous proposal to the City, the price of the proposal, and other factors considered.

B. Proposals will be evaluated based on the evaluation factors and standards set forth herein. The City reserves the right to reject all proposals and waive technical errors as set forth herein.

C. In the event of a court challenge to an award by any Proposer, damages, if any, resulting from an award shall be limited to actual proposal preparation costs incurred by the challenging Proposer. Each party shall be responsible for its own attorney's fees and costs.

D. In no case will the award be made until all necessary investigations have been made into the Proposer's responsibility and the City is satisfied that the most qualified, responsive, responsible Proposer is qualified to do the work and has the necessary organization, licenses, permits, capital, and equipment to carry out the required work within the specified time.

1.34 SIGNING OF AGREEMENT:

An Award Letter will be presented to the Contractor. Within ten (10) calendar days after the award letter is issued, the Contractor should sign and deliver the Agreement to the City with the required bonds (if applicable) and insurance certificates. After receiving and approving such documents, the Agreement would be executed within thirty (30) calendar days. The City intends to deliver a fully signed and executed Agreement to the Contractor. At times, a purchase order will be issued in lieu of a formal agreement.

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CITYWIDE HEATING VENTILATION, & AIR CONDITIONING EQUIPMENT, MAINTENANCE, PRODUCTS, SERVICES AND REPAIRS RFP No. 25-058R

SECTION II – SCOPE OF WORK

Procurement Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be evaluated by an independent Selection Evaluation Committee (SEC) based on the criteria set forth in SECTION IV PROPOSAL EVALUATION CRITERIA AND METHODOLOGY.

2.1 BACKGROUND

The City of Boynton Beach ("City") was incorporated in 1920 and is located in the southeastern region of Palm Beach County, Florida. The city spans approximately 16.57 square miles and is home to approximately 81,267 residents. Boynton Beach is predominantly a residential community and is home to many small businesses.

2.2 CONTRACTOR RESPONSIBILITIES

Contractors are required to be available for emergency repairs 24 hours a day, seven days a week. Work during normal business hours (8:00 AM to 5:00 PM, Monday to Friday) is standard, with provisions for overtime and holiday work as necessitated and subject to City approval.

Legal holidays observed by the City of Boynton Beach are as follows:

New Year's Day	Martin Luther King, Jr. Day	Juneteenth
Independence Day	Labor Day	Thanksgiving
Friday after Thanksgiving	Christmas Day and the day after.	

Contractors will supply all labor, equipment, and materials necessary to equip, maintain, or repair HVAC systems. This includes the inspection and installation of parts and components such as motors, pumps, belts, filters, and valves.

All materials and workmanship must be guaranteed for a minimum of one year from the date of the City's acceptance. This includes ensuring that all materials are new and of original manufacture.

If the City staff finds that the Contractor's work is not done properly or does not meet the City building codes, or does not meet industry standards, the Contractor must correct or replace such work to the City's full satisfaction. This corrective action or material replacement will be carried out at no extra charge to the City.

2.4 SCOPE OF SERVICES

The City of Boynton Beach is seeking proposals from qualified, experienced, licensed and insured firms hereinafter referred to as the Contractor or Proposer, to provide Heating, Ventilation and Air Conditioning (HVAC) Preventative Maintenance and Repair Services.

The purpose of this RFP is to select qualified and licensed contractors to furnish a comprehensive selection of HVAC products and solutions including complete turnkey services, labor, supervision, transportation, inspections, permits, licenses, equipment, and any incidentals necessary to provide Heating, Ventilation and Air Conditioning (HVAC) Preventative Maintenance and Repair Services for City's buildings and facilities. The services will ensure that the HVAC systems operate efficiently and reliably, adhering to standard industry practices.

Contractor will replace filters on a quarterly basis or as needed. The City of Boynton Beach intends to contract with one (1) primary contractor and one (1) secondary contractor to serve in an emergency in which the primary contractor cannot respond.

An emergency is defined as but is not limited to: Non-working A/C equipment requiring replacement or repairs including but not limited to, condensing units, air handlers, PTAC's, ductwork, fans, vents, drain lines and damage caused by normal wear and tear, hurricanes, destructive weather and/or other disasters.

Only new and manufacturer authorized replacement parts shall be used in the repair of all air conditioning systems. All parts, materials and work furnished shall be of good quality and free from any defects and shall at all times be subject to the City of Boynton Beach's inspection and approval; but neither City of Boynton Beach's inspection nor failure to inspect shall relieve contractor of any obligation hereunder.

City of Boynton Beach may elect the right to direct purchase selected materials and equipment to realize the benefits of owner tax exempt status and such direct purchase shall be without any additional cost to the City of Boynton Beach.

Other HVAC services will also be required on an "as needed" basis. The acceptance of work or payment for services by the City of Boynton Beach shall not constitute a waiver of the foregoing and nothing herein shall exclude or limit any warranties implied by law. The work performed shall also be in conformity with and meet all industry standards.

REPAIR CALLS

Repair calls shall be placed by the City of Boynton Beach Public Works or Utilities Department designee and charged at the contracted regular hourly rate. Expected service calls response time shall be within 2 hours, INCLUDING NIGHTS AND WEEKENDS.

Performance

The contractor shall have available and ready at the award of the contract, qualified HVAC technicians and HVAC apprentices able to perform the work required. Contractor or their employees shall perform all work in a skilled, professional, and safe manner. Under the circumstances where any major HVAC system problem is discovered, a quote shall be provided to the City of Boynton Beach.

Dispatch:
Contractor must have covered telephone service 24 hours per day; 7 days per week, and 365 days a year, receive service calls from authorized City of Boynton Beach representatives and dispatch those calls to their staff to enable them to be on site within two hours of the City of BB call.

Contractor shall furnish all equipment and supplies and will operate, maintain, and repair all equipment necessary to perform the work required within this solicitation.

Contractor shall provide a quote for work not included in the preventative maintenance program, with estimated cost included, for each location with the unit number on a per service basis and have it signed by a City of Boynton Beach authorized person indicating completion and satisfaction of work performed. A copy of the work order is to be left on site and a copy is to be submitted with an invoice.

Each crew member must wear an identification card with a photograph or uniform that identifies him or her as a member of the contractor's workforce and must check or sign in/out prior to starting and completing required services. Contractor shall be responsible for enforcing the requirement that employees display identification at all times while performing work at any City of Boynton Beach site.

Contractor's personnel shall maintain, insofar as possible, a neat appearance and conduct all work in a professional manner with minimal disturbance to the employees of City of Boynton Beach and the general public.

Smoking is **NOT** permitted in any City of Boynton Beach facilities.

All employees of the contractor shall be considered to be, at all times the sole employees of the contractor, under his sole direction and not an employee or agent of the City of Boynton Beach. The City may require the contractor to remove an employee if it deems the employee to be careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on the City of Boynton Beach property is not in the best interest of the City.

At least one employee of the contractor, assigned to any City of Boynton Beach site must be able to fluently speak, read and communicate in the English language or the contractor must provide a translator for communication at the contractor's expense.

Contractor shall register and administer warranties of Air Conditioner Condensing Units and air handlers and must provide evidence of the same to the City of Boynton Beach.

2.5 MINIMUM QUALIFICATIONS OF PROPOSER

Qualifications will only be considered from firms engaged in providing services as described in this RFP and who can provide evidence that they have established a satisfactory performance record in meeting the qualification requirements established in the RFP.

1. The Contractor shall possess and maintain a current business license.
2. The Contractor shall possess a **class A air-conditioning contractor license in The State of Florida capable of contracting in the City of Boynton Beach**

3. The Contractor is required to have a minimum of five (5) years in business performing commercial HVAC maintenance and repair**.**
4. **Contractor shall only assign technicians to the City that are certified as HVAC technicians.**
5. The Contractor shall demonstrate that the firm possess the skills and experience to meet the needs of the City.

2.6 EXPECTED TIMELINE BY THE CITY

All work shall be completed within the requested timeline to the greatest extent possible recognizing the importance of an efficient and effective HVAC operating system. ***Note: Any vehicle and/or equipment breakdown will not be grounds for delays in service. If such circumstances occur, the awarded contractor is required to obtain the necessary equipment to perform the work within the contract specifications at no additional cost to the City of Boynton Beach.***

2.7 LIQUIDATED DAMAGES

Because of the importance of these projects being finished on time, upon failure of the Contractor to complete the required work within the specified and mutually agreed upon time frame the Contractor shall pay to the City the sum of **Two Hundred Fifty Dollars ($250.00)** for each calendar day after the time specified for the work is sufficiently complete.

This amount is not a penalty but liquated damages to the City. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City because of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the Contract on time.

City shall have the right to deduct from and retain out moneys which may be due or may become due and payable to Contractor.

2.8 CITY LOCATIONS

Intracoastal Park	2240 N. Federal Hwy, BB, 33435
Ocean Front Concession Stand	6415 Ocean Blvd, BB, 33435
Ocean Front Lifeguard Building	6415 Ocean Blvd, BB, 33435
Police Department	2100 High Ridge Road, BB, 33426
Public Works #1	222 NE 9th Avenue, BB, 33435
Public Works #2	222 NE 9th Avenue, BB, 33435
Public Works #3	222 NE 9th Avenue, BB, 33435

Children's Schoolhouse Museum	129 E. Ocean Avenue, BB, 33435
Tennis Center	3111 S. Congress Ave, BB 33426
The Links Golf Course	8020 Jog Rd., BB, 33472
Woman's Center	1010 S. Federal Hwy, BB, 33435
Boat Club Bait & Tackle Shop	2010 N. Federal Hwy, BB 33435
Boat Club Clubhouse	2010 N. Federal Hwy, BB 33435
Little League Park (Concession Stand)	300 S.W. 15th Ave. BB, 33435
City Hall	100 E. Ocean Avenue, BB, 33435
Arts & Cultural Center	125 E. Ocean Avenue, BB, 33435
Ezell Hester Park Community Center	1901 N. Seacrest Blvd, BB, 33435
Carolyn Sims Center	225 NW 12th Avenue, BB 33435
Sara Sims Park	201 NW 9th Avenue, BB 33435
Boynton Beach Memorial Park Cemetery	1611 S. Seacrest Blvd. BB, 33435
Fire Station #1	200 NE 1st Street, BB, 33435
Fire Station #2	2615 W, Woolbright Rd, BB, 33426
Fire Station # 3	3501A N. Congress Ave, BB
Fire station #4	1919 N. Federal Hwy, BB, 33435
Fire Station # 5	2080 High Ridge Rd, BB, 33426
Utilities Administration Building	124 East Woolbright Rd, BB 33426
East Water Treatment Plant	1620 S. Seacrest Blvd. BB
West Water Treatment Plant	5469 W. Boynton Bch Blvd. BB
Master Lift Station #309	8481 NW 19th Ave & Seacrest Blvd. Boynton Bch.
Three Million Gallon Tank Bldg.	1100 Minor Rd. BB,

2.9 CITY EQUIPMENT

Intracoastal Park	Carrier CU-3 / Filter Model 38AuDAOB5A0A0A0 / Fan Size 25 / Fan Motor 1/4/1100 // Carrier CU2 Filter Model 38AODA12A0B5A0A0A0 / Fan Size 50 / Fan Motor Elec: 208-230/3/60 Carrier AHU-1 / Freon Type: 410a // Fan Size 10 // Fan Motor Elec: 230-460/3/60 // Belt 1 Size / BX30 Condenser CU-1 / ICP / 10 Ton // Unit Yr:2019 / Fan Size 50 Fan Motor 1/4/1100 / Elec: 208-230/3/60 Carrier AHU-2 / 39LO8AA-BP-BCP152 // 410a // Fan Size 10 / Fan Elec: 230-460/3/60 // Belt Size BX30 CU-2 // ICP Unit Size – 10 Freon 410a // Fan Size 50 // Fan Motor 1/4/1100 // Elec: 208-230/3/60 Carrier AHU-3 40R0AA16A2A6A0A0A0A // 410a Fan Size 20 // Elec:208-230/3/60 Belt Size: B40 ICP CU-3 15 ton / CAS 16CHDA0A0 Fan Size 25 // Fan Motor 1/4/1100 / Elec 208-230-/3/60 ICP CU-2 CAS120HDA0A00AA // 410a Fan Size 50 / Fan Motor 1/4/1100 Elec 208-230-3/60
Ocean Front Concession Stand	Mitsubishi Condenser Model # MXZ2C20NA4 // 2 Tons // Freon 410A // Air Handler Model # MSZ-GS12NA // 2 Tons // Freon 410a / Year – 2024.
Ocean Front Lifeguard Building	Grand Aire Condenser Model # WCA4244LKA100 // Year – 2021 // Freon 410a // 2 Tons. Grand Aire Air Handler Model # WAPL244A / Year 2021 // Freon 410A.
Police Department	Daikin Air Handler (1st Floor - East) Model # CAH013GDAM// Daikin Air Handler (1st floor – West) Model # FBCAH045GDAM // Daikin Air Handler (2nd Floor) Model # CAH028GDAM // Chiller Daikin / Model E AGZZ130EDHEPNN00 // 130 Tons.
Public Works #1	Day & Night CU-1 (Admin Roof) //CAS091HAGOA00AA // 2015 // 7.5 Tons // Trane Air Handler AHU1 // TWE090A300EL // Year – 6/2006 // 7.5 Tons. Belt size A48.
Public Works #2	Bard Unit (AC1) W18A2-A05 // 1.5 Tons // yr: 2002 //

	Goodman Air Handler (Facilities breakroom) AMST60DVH000A // 5 Tons // 410A // Goodman GSXN406010AA (Fac. West San Off.) // Yr: 2023 // 5 Tons // Goodman Air Handler ARUF29B14AC // 2 Tons // 410A// Goodman Condenser G5X140241LC// 2 Tons // 410A.
Public Works #3	Day and Night Air Handler FXM4X6000AL (storage closet) // Yr: 9/2015 // 410A // elec: 208-230v/1/60 // Day and Night CU-1 // R4A460GKB100 // 4 Tons // Yr: 2015 // 410A // Fan Motor size ¼ HP.
Children's Schoolhouse Museum	Air Handler #1 Trane Model # MCCA014NA00B0000000 // Air Handler 2 Trane Model # MCCA014GAU0BA000EOCCA // Condenser # 1 Trane Model # TTA180E300AA // 15 tons // 410A // Condenser 2 Trane Model # TTA180E300AA // 15 Tons // 410A
Tennis Center	Air Handler x2 Mitsubishi Model # MUZHM@4NA // 410A // Goodman Condenser Model # GSX140301KB // 410A// 2.5 Tons
The Links Golf Course	ICP Condenser (dining room) Model # WCA4364GKA100 // 5 tons // 410A // Yr: 2022 // ICP Air Handler (dining room) Model # WAPL364A // 3 Tons // 410A // Yr: 2022 // Rheem Condenser (Men's Room) Model # 13AJA30A1 // 2.5 Tons // 410A // Yr: 2008 // Rheem Air Handler (Men's Room) Model # M280802139 // 2.5 Tons // 410A // Yr: 2008.
Woman's Center	Trane Air Handler (1st floor kitchen) Model # GAM5B0060M51EBA // 410A // Trane Air Handler (1st fl. Ballroom) Model # GAM5B0060M51EBA // Trane Air Handler (1st Fl. Ballroom East) Model # TWE09043AA078D // Carrier Air Handler (1st /Fl. Entrance/Lobby) Model # FX4DNF043L00ACAA // ICP Air Handler 2nd Fl. E. Ballroom Model # TAA120S4D-1Y) Trane Air Handler (2nd Fl. W. Ballroom) Model # TWE12043AAD78D //

	Trane Condenser (2nd Fl. W. Ballroom) Model # TTA12043CAA02BS01 // Size:7 // 410A // Carrier Condenser (1st Fl) Model # CA16NA042 // Size 3.5 // Carrier Condenser (2nd Fl) // Model # CA16NW061-B // 410A // 5 Tons // Trane Condenser (1st Fl. Kitchen) Model 4TTR6060N1000AA // 410A // 5 Tons// Trane Condenser (2nd Fl. E.) Model # 4TTR6060N100AA // 410A // 5 Tons // Trane Condenser (1st Fl. E.) Serial # 23372945YA // 410A // 5 Tons.
Boat Club Bait & Tackle Shop	Trane Condenser Model # 4TTB3036E1000AA // 2.5 Tons // 410A // Yr: 2014 // Trane Air Handler Model # TAM4A36S31SCA // 3 Tons // 410A // Yr: 2014.
Boat Club Clubhouse	Bard Unit AC-1 (W. Side of Bldg.) // 5 Tons // Yr: 2011 // Fan Size 25.5 rla // Fan Motor Size ½ HP // Elec: 208v/1p60hz //
Little League Park (Concession Stand)	Trane Condenser Model # 4TTR5061E1000AA // Unit Size – 5 Tons // Freon – 410A // Trane Air Handler Model # 4TEE3F65A1000AB // Unit Size 5 Tons // Freon 410A // Yr - 2006
City Hall	Trane Air Handler 1st Fl. Model # CSAA05OUALOO // Trane Air Handler (Commission Chambers) Model # UCCAF10C0EM012201200DEJ00ED// Trane Air Handler (2nd Floor) Model # CSAA040UAL00 // Trane Air Handler 3rd Floor Model # CSAA025UAL00 // Trane Air Handler (4th Fl.) Model # CSAA0251AL00.
Arts & Cultural Center	Daikin Air Handler Model # BCHD0501DRWYYYTAPE1D018NYLYY Daikin Air Handler #2 Model # BCHD0501DRWYYYTATYYYYYYNYLYY Daikin Air Handler #3 Model # BCHD0501DLWYYYYTATPE1D018NYLYY Daikin Air Handler # 4 BDHD0300DLWYYYAYYYPE1D01ENYLYY Daikin Air Handler # 5 Model # CAH021GDAM Daikin Air Handler #6 Model # CAH003GDAM Daikin Air Handler # 7 Model # BCHD0301DLWYYYYYYYPE1D015NYLYY Daikin Air Handler #8 Model # BCHD0401DLYYYYYYYPE1D018NYLYY

	Daikin Air Handler # 9 Model # BCH0301DRWYYYYYPE1D009NYLYY Daikin Air Handler # 10 Model # BCHD0401DRWYYYYYYYPE1D015NYLYY
Ezell Hester Park Community Center	Trane Condenser // Yr 2017/ 2.5 Tons // 410A // Fan Motor Size 5.6HP // Elec: 208-230/3/60 // Belt Size A44/AX44/4L460 Trane JTC Rosin Condenser Air Handler AHU-7 // Yr:2009 // Size 2.5 Tons // Fan Motor Size 1/3 HP // Elec: 208-230/1/60 Carrier Air Handler (AHU-4) (Office Bathrooms) 6.1 Tons // 410A // Fan Motor Size ¾ HP/1720hp // Elec: 208-230-1/60 Carrier Air Handler AHU-3(Locker Rooms) Model # 50T6-M09A2B5A0A0A0 // 6.8 Tons // R410A // Fan Motor Size 1hp /1720 RPM // Elec: 208/3/60 Johnson Controls RTU-2 (Gym West) Roof Top Model # V3E412ABD2A1BCAAA1 // Size 30Ton // R410A // Fan Motor Size: 10HP Elec: 230/3/60 Trane RTU (Gym East) Computer Access //TED360AFA50B2DA // Freon R-22 Year: 2002 Fan Motor Size 10hp // 230/3/60 Carrier Air Handler (AHU-2) (Weight Room) Computer Access //Model #50TM-007-V501 // Freon R-22 // Fan Motor Size 1 hp / 1725 RPM // Carrier Air Handler (Locker Rooms) Computer Access Rooftop Southwest // Model # 50TM-007-V501 // Freon R-22 // Fan Motor 1hp / 1720 RPM / 208-230/3/60 Carrier Air Handler (AHU-3a) Computer Access // Gym Storage Rooftop South West // Model # 50TM-007-V501 // Freon R-22 // Elec: 208-230/3/60 Carrier Air Handler (AHU-4) Computer Access // Office Bathrooms Rooftop South West // Model # 50SD-024-311TP // FreonR-22 // Fan Motor Size ¾ hp / 1720 hp Elec: 208-230/1/60 Carrier Air Handler (AHU-5a) (large room) Computer access // Model # 50TM-016-V5115A // Fan Motor size 5 hp/1720hp // 208-230/1/60 // Carrier Air Handler (AHU-5b) (large room roof top North) Model # 50TM-016-V5115A Freon R-22 // Fan Motor Size 5 hp/1720 hp // 208-230/1/60 // Carrier Air Handler (AHU-6) (small room) Rooftop North Center // Computer Access

	// Model # 50HJ-007-V521 // Fan Motor Size ¾ hp // 208-230/3/60 // Trane Air Handler (AHU-7) Computer Access // JTC Office Yr: 2007 // Model # 2TEC3F3OR1000AA // Fan Motor size 1/3hp // 208-230/1/60 Trane Air Handler (AHU-8) (Game Room) Computer Access // Model # TWE060B100EL // Fan Motor Size 5.6hp // 208-230/3/60 // Belt A44/AX444L460 Carrier Roof Top Unit (RTU-3) Main Entrance // Model # 50HJ-006-V531 Freon R-22 // Belt Size A40/AX40/4L420 Condenser Unit (CU-1) (Small Room) Roof top North // Computer Access // ICP RTU (Large Room) Roof top North // Unit Size 15 Tons // Model # RA5180H0CA0AATA // Freon R-410 // Fan Motor Size 5hp/1720hp // 208-230/1/60 // Belt Size B50/BX50/5L530 ICP RTU (South) (Large Room) Computer Access Roof top North // Model # RA518OHOC40AATA // Unit Size 15 Tons // Fan Motor Size 5hp/1720hp 208-230/1/60 // Belt Size B50/BX50/5L530 Carrier RTU (Small Room) Roof Top North Center // Model # 50FC-M07A2B5A0A0A0 // Motor Size ¾ hp // 208-230/3/60 // Belt Size A38/AX38/4L00 ICP RTU-3 (Main Entrance) Roof Top Unit // Size: 5 Tons // Model RAV060HGFA0AAAA // 208-230/3/60 // Belt Size A40/AX40/4L420
Carolyn Sims Center	Trane Air Handler (AHU-1) // Computer Access (2nd Fl) // Model # MCC-14 // Northwest corner // Freon – Chiller Water // Belt Size BX46 // Filter Size 16x20x2 // Trane Chiller (CH-1) 56 Tons // Computer Access (2nd Fl A/C Rm) Outside NW Corner // Model # CGAF-60 // Freon Chilled Water // Freon R410A Trane Air Handler (AHU-2) Computer Access (2nd Fl A/C Rm) Model # MCC-17 // NW Corner 2nd Fl. // Freon - Chilled Water // Belt Size B59 // Filter 16x20x2
Sara Sims Park	Condenser Building GREE Model # LIVS12HP115V1BO // Unit Size 1 Ton // Freon 410A // Yr -2019 // GREE Air Handler Model # LIVS12HP115V1BH // Unit Size – 1 Ton // Freon 410A // Yr – 2019.

Palm Beach Memorial Park (Cemetery)	ICP Model # PAD460000K000D1 // Unit Size – 4 Tons // Freon – 410A
Fire Station #1	Trane Air Handler 1st floor / Model # CSAA017UAL00

Fire Station #2	Bard Unit (AC-1) Facilities Breakroom // Year 2002 // unit Size 1.5 Tons // Model # W18A2-AO5 // Freon – 410 //
	Goodman Air Handler (AHU-1) // Facilities Breakroom // Model # 2305189424 // Size – 5 Tons // Freon – 410A //
	Goodman Condenser Unit (CU-1) Facilities Office West San. Office // Model # GSXN406010AA // Yr: 2023 // Size – 5 Tons //
	Goodman Air Handler (AHU-2) // East San. Office // Model # ARUF29B14AC // Unit Size 2 Tons // Freon 410A //
	Goodman Condenser Unit (CU-2) East San. Office // Model # GSX14024126 // Size – 2 Tons // Freon 410A //

Fire Station # 3	Trane Condenser (CU-1) // Computer Access (Entire Fire House) Model # RAUJC40EBC03000020 // Yr: 2016 // Size 40 Tons // Freon - Chilled Water // Fan Size 41.4RLA Elec: 208/3/60 // Trane Air Handler (AHU-1) Model # MCC8035UA0A0UB // Fan Motor Size 25 hp/1740 rpm // Elec: 208/3/60 // Belt Size B63 / 5L660 // Filter Size 24x24x2 / 20x24x2.

Fire station #4	ICP Condenser Unit (CU-2) // NW side of bldg., Year: 2022; Size – 3 Tons // Model # NHA360GHC300 // Fan Size 128 LRA // 208/3/60 //
	Trane Air Handler (AHU-2) // NW Side of Bldg., Year- 2005 // Freon – 410A // Model # MCCB008UA0COVA // Fan Size 17.5BLA // Motor Size – 5hp/1725rpm // 208/3/60 // Belt Size B58 / Filter Size 20x20x2. //
	ICP Air Handler (AHU-2) / Yr – 2022 // Size – 5 Tons // Model # FASO72MAAAOAOAA // Fan Size – 2.5FLA // Motor Size 3/4hp/1725rpm // 208/3/60 // Belt Size A-44 // Filter Size 16x20x1 and 20x20x1 //
	ICP Condenser Unit (CU-2) NW Side of Bldg., // Model # CAS072HAA0A00AA // Yr: 2022 // Size – 5 Tons // Fan Size 19.8RLA // Motor Size 1/6hp // 208/3/60//
	Trane Condenser Unit (CU-2) // Yr: 2005 // Size – 10 Tons // Model #

	TTA120B30SEA // Freon – R-22 // Fan Size 128LRA // 208/3/60 //
	Trane Air Handler (AHU-2) // Model # MCCB008UA0COUA // Yr: 2005 // Unit Size – 10 Tons // Freon – R-22 // Fan Size 17.5 FLA // Motor Size 5hp / 1725 rpm // 208/3/60 // Belt Size B58 // Filter Size 20x20x2 //
	Trane Condenser Unit (CU-1) NW side of Bldg., Model # 2TTA0072A3000AA Freon - R-22 // Fan Size 19.8RLA // Motor Size 1/6 hp // 208/3/60 //
	Trane Air Handler (AHU-1) // Yr: 2005 // Unit Size – 5 Tons // Model # TWE060A300EL // Freon – R-22 // Fan Size 2.5FLA // Motor Size 3/4hp / 1725 rpm // 208/3/60 // Belt size A-44 // Filter Size 16x20x1 // 20x20x1.

Fire Station # 5	Trane Chiller (CH-1) // East Side of Site // Year – 2025 // Unit Size – 70 Tons // Model # CGAM070F2 // Freon – 410A //
	Trane Air Handler (AHU-1) // 1st Fl. Mech Rm., // Model # MCCB010UA0A0UA // Unit CFM – 4900 cfm // Fan Size 7.5 hp /1750rpm // 460v/3p/60hz // Belt Size – B33 /BX33 // Filter Size 20x25x2 //
	Trane Air Handler (AHU-2) // 1st Fl Mech Rm // Computer access // Location FS5 & City Hall // Model # MCCB010UA0A0UB // Unit CFM – 4000 cfm // Motor Size 7.5hp/1750rpm // 460v /3p/60hz // Belts Size – B34/BX34 // Filter Size 20x25x2 //
	Trane Air Handler (AHU-3) // Computer Access // Location – FS5 & City Hall // 1st Fl Mech Rm // Model # MCCB010UA0A0UA // Unit CFM – 4250 cfm // Fan Motor Size 7.5hp / 1750rpm // 460v/3p/60hz // Belt Size – B33/BX33 // Filter Size 20x25x2 //
	Trane Air Handler (AHU-4) // 2nd Fl Mech Rm // Computer Access // LocationFS5 and City Hall // Model # MCCB012UAGA0UA // Unit CFM – 4070 cfm // Motor Size 7.5hp // 460v/3p/60hz // Belt Size B36 / BX36 // Filter Size 20x20x4 //
	Trane Air Handler (AHU-5) // 2nd Fl. ITS // Computer Access FS5 and City Hall // Model # LPCAA06 // Unit CFM 1700 cfm // Fan Motor Size – 2hp // 460v/3p/60hz // Belts Size A44 / AX44 Filter Size 20x25x2 //
	Trane Air Handler (AHU-6) // 2nd Fl. Dispatch // Computer access FS5 and

	City Hall // Model # LPCAA06 // Unit CFM – 2100 cfm // Fan Motor Size 2hp // 460v/3p/60hz // Belt Size A44*AX44 // Filter Size 20x25x2 //
	Trane Condenser Unit (CU-7) // 1st Fl Gear Deco Rm // Computer access & Location FS5 & City Hall // Model # 2TTA3042A4000BA // Freon – R22 // 460v/3p/60hz //
	Trane Air Handler (AHU-7) // 1st Fl Gear/Decon Rm // Model # MCCB003UA0A0uA // Unit CFM – 600 cfm // Motor Size 1hp/1750rpm // 460v/3p/60hz // Belt Size 4L420 // Filter Size 20x25x2.

Utilities Administration Building	CU 1 TTA240E40SAA 13164KCFTA (20-ton unit) Trane (CU2) TTA240B400GA 14223NR4TA (20-ton unit) Trane (AHU1) MCCA012ABH0CB k99E01351N (20-ton unit) Trane (AHU2) MCCA014BBJ0COFA k99EO1358N (20-ton unit) Mitsubishi (AHU3) MSY-GE12NA (Mini split) Mitsubishi (CU3) MUY-GE 12NA (Mini split)
East Water Treatment Plant	American Standard (CU4) 2TTA0042A3000AA 4382RDA3F Bard (BD7) WA484C09B Trane (AHU4) Payne PF1MNMNA048000 4501A56446 Trane (ACC1-1) RAUJC504BB13BD C11H05008 Trane (ACC1-1) RAUJCBB130BD American Standard (RTU5) TSC120F3E0A01 121813541L Trane (CU6) 4A7A50036E100AC 1292U7N5F Trane (AHU6) GAF3AQA
West Water Treatment Plant	Trane (ACC1-1) RAUJC504BB130BD C11H05008 Trane (AHU1-1) MCC Carrier (RTU1-2) 50HJ-020-GC60-BB 2107G10093 Carrier (RTU2-1) 50HJ-006-E631 1507G10559 Carrier (RTU 2-2) 50HJ-028-HC-BB 1407G40016

Master Lift Station # 309	Trane FE4ANB006LOOABAA 1217A8481
Three Million Gallon Tank Bldg.	Mitsubishi MSZ-JP09WA

The City reserves the right to add a facility(ies) as necessary.

2.10 INSPECTIONS SCHEDULE

PREVENTITIVE MAINTENANCE:

A. Air Cooled Chillers Inspection Schedule (Police Dept., Fire Station 5, Carolyn Sims Center)

Quarterly / Annual Maintenance Includes:

- Report to Customer upon arrival.
- Inspect overall unit condition.
- Check all compressors and motors for proper amp draws
- Check all oil levels, check for contamination, and note on report
- Check all wiring terminals and tighten as needed
- Check all contactors for wear and pitting
- Check all Connections on relays
- Check the operation sequence of chiller, adjust controls as required
- Check all safety controls and verify operation
- Check all oil heaters for operation
- Check operating pressures of each circuit and record
- Check and adjust all belts as required
- Check all bearings and grease as needed
- Check all compressors for visual leaks of oil or Freon
- Inspect condenser fins for damage and / or problems
- Check entering air and leaving air of condenser
- Check interlock controls with pumps
- Clean condenser coils **(annually)**
- Oil samples **(annually)**

B. Rooftop & Split Systems Units: - (Quarterly)

- Check all control wiring for problems
- Check and record all compressor run loads amps
- Check all contactors and relays for operation and terminal connection
- Check an safety controls for operation and terminal connection, adjust as required.
- Check all condenser fan motors for operation and oil as required

- Check condenser motor blades
- Check all evaporator fan motors for operation and oil as required
- Inspect evaporator blower assembly, grease bearings
- Check all evaporator belts for alignment and adjust
- Inspect evaporator coil and clean as required
- Chemically clean evaporator and condenser coils **(annually)**
- Inspect drain pan and clean as required
- Provide filter and labor for one (1) filter change per quarter
- Check condenser coils for damage and visible leaks
- Check all evaporators for leaks
- Inspect all internal and external piping
- Provide annual acid and moisture test for each compressor circuit
- Inspect for abnormal operational vibration and correct as required
- Check operation of thermostat and calibrate as required

C. Air Handlers: (Quarterly)

- Check motor and record amp draw
- Check starter for operation and wiring terminations
- Check belts for alignment and adjust as required
- Check all bearings and grease as required
- Visual inspection of shaft condition, report problems
- Check and record entering and leaving air temperatures
- Check operation of chill and hot water valves, note leaks
- Verify drain operation and clear any obstructions
- Chemically clean coil **(annually)**
- Install pan tabs as required
- Inspect filters and log conditions
- Check and recalibrate static pressure sensors
- Check and recalibrate humidity controls as required
- Check variable speed drives for normal operation

D. Building Automation (Quarterly) Ezell Hester Park Community Center

- Check all sensors for range and operation
- Calibrate sensors as needed
- Check all wiring and adjust as needed
- Check all controllers for operation
- Go over programming with onsite personnel
- Check data trend for HV AC equipment
- Check all set points and adjust as required
- Check all pneumatic to electric switches for proper pressure

E. Pumps

- Check motor and record amp draw
- Check seals for leaks and or excessive wear
- Check inboard and outboard bearings and grease as needed·
- Visual inspection of alignment of motor to pump
- Inspect coupler for proper wear and alignment
- Visual inspection of starter for each pump, check wiring and tighten as required

- Check pump base for condition and proper drainage
- Check insulation on pump headers and end bells
- Check all setscrews and keyways
- Check and record pump pressures if gauges are present

F. Filters

- All filters in all facilities will be replaced with pleated filters on a quarterly basis.

G. VAV Boxes (Annually)

- Change filters and check heat
- Check all controllers for normal operation
- Check all wiring terminals and tighten as needed
- Check motor and record amp draw

2.11 ESTIMATED BUDGET

The estimated budget for this project is **Three Hundred Thousand Dollars** per contract year.

CITYWIDE HEATING, VENTILATION, & AIR CONDITIONING EQUIPMENT, MAINTENANCE, PRODUCTS, SERVICES AND REPAIRS RFP No. 25-058R

SECTION III – SUBMISSION OF PROPOSALS

3.1 GENERAL REQUIREMENTS

The Technical Proposal aims to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this RFP. As such, the substance of the Proposal will carry more weight than its length, form, or manner of presentation. The Technical Proposal should demonstrate the qualifications of the Proposer and the particular staff to be assigned to this engagement. It should also specify an approach that will meet or exceed the RFP requirements.

The selected Contractor(s) shall provide sufficient organization, personnel, and management to carry out the requirements of this RFP expeditiously and economically, consistent with the City's needs. Additionally, the Contractor will be required to demonstrate recent experience successfully completing services similar to those specified in this RFP.

3.2 CERTIFICATION AND LICENSES

Proposers must include copies of all applicable certificates, licensing, or business permits related to the Work specified in the scope of work with their proposals.

3.3 DETAILED PROPOSAL

Each of the five (5) sections listed below shall be completed online through the e-procurement system.

ALL PROPOSAL FORMS ARE TO BE COMPLETED ONLINE

1. Letter of Interest

The Letter of Interest shall summarize the Proposer's primary qualifications and a firm commitment to provide the proposed services.

2. Firm's Qualifications

a. Complete and submit the Proposer's Qualification Statement.
b. Proof of authorization (SUNBIZ) from the Florida Secretary of State to transact business in the State from prime and supporting firms.
c. Describe the Firm and provide a statement of the Firm's qualifications for performing requested services within South Florida.
d. Identify the services that your Firm's staff would complete
e. Identify any subcontractors you propose to utilize to supplement your Firm's staff.
f. If the Principal place of business is different than the location specified in the Proposer's Qualification Statement, then the proposer shall specify the office location where each project will be managed and produced.

3. References – Past Performance

Provide a list of three (3) governmental agency or private sector references or similar contracts for which the Proposer has completed or is in progress within the past five (5) years with the following information:

a. Name of Agency
b. Address
c. Contact Name, Email Address
d. Telephone Number

The City is interested in learning about other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact people must be informed that they are being used as a reference and that the City, or their designee will be contacting them for information. Selection Committee Members or designee may **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

4. Submittal of General Information and Procurement Forms and Documents

Procurement forms must be completed, signed, notarized when required and uploaded to Bids & Tenders. In addition, all other requests and supporting documentation should be submitted as part of the proposal.

5. The Price Proposal Sheet is for informational purposes only. The prices for all items and labor shall be entered into Bids & Tenders pricing tables.

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CITYWIDE HEATING, VENTILATION, & AIR CONDITIONING EQUIPMENT, MAINTENANCE, PRODUCTS, SERVICES AND REPAIRS RFP No. 25-058R

SECTION IV – EVALUATION OF PROPOSALS

4.1 EVALUATION METHOD AND CRITERIA

A preliminary evaluation of each Proposal will be conducted by the City's Purchasing Division Agent or Designee through the City's electronic e-procurement system Boynton-beach.bidsandtenders.net.

This evaluation determines if the Proposal is responsive to the submission requirements as outlined in this solicitation based on the information provided about your firm. A responsive Proposal follows the solicitation requirements, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

The City will assemble an Evaluation and Selection Committee, herein referred to as "Selection Committee," comprised of City staff and an outside Contractor(s), if deemed necessary. The Selection Committee may utilize the City's e-procurement system to electronically evaluate all submittals based on the information provided and criteria as set forth in this solicitation. The City's Selection Committee will act in what they consider to be the best interest of the City and its residents. **Price shall not be the sole determining factor for selection.**

The selection of the best-qualified Respondent(s) will be based on whether the Respondent(s) are responsible and responsive, which means a Firm that has submitted a proposal that conforms in all material respects to the requirements in this RFP. The criteria provided below is provided to assist the Proposer in the allocation of their time and efforts during the submission process. These criteria serve as the evaluation framework used by the Evaluation Committee during both the scoring and, if applicable, the shortlisting process. Please note vendors must be able to provide all items listed through 5, to be considered responsive.

#	Proposal Evaluation Criteria	Possible Point Range	Weight (%)
	Compliance with Request for Proposals Requirements (Responsiveness)	**[Mandatory]**	
1.	**Experience: Minimum of 5 years** providing services within the scope of work to municipalities, organizations, businesses	0 - 20	10%
2.	**Managerial Expertise and Capacity:** Personnel and supervisors to be assigned to the project, education, capabilities, qualifications, and experience with similar projects in the State of Florida	0 - 20	30%
3.	**Operational Ability:** Quality of the operational approach, including staffing, hours of operation, inventory management, facility maintenance, and compliance with City requirements.	0 - 20	20%

4.	**Implementation and Timeline:** Ability to meet the breadth of City's needs and timeline requirements for scheduled and emergency services	0 - 20	15%
5.	**Proposed Costs:** This refers to the proposed schedule included in the RFP. Each location has a separate charge. The City reserves the right to award to more than one vendor if seen in the City's best interest. (Please note that price is only one factor for consideration of award).	0 - 20	20%
6.	**Local Business Preference:** Proposer is a registered business with a physical address in the City of Boynton Beach. Documentation must be provided.	0 or 5	5%
	Total Proposal Points	105	100%
	Presentations- If requested	0 - 25	25

Local Business Preference
In accordance with City of Boynton Beach Administrative Policy No. 10.16.01, a local business preference of five percentage points (5%) of the total evaluation score shall be applied for businesses located within the City of Boynton Beach.
To receive this preference:

- Respondents must submit the **Local Business Status Certification Form** with their proposal.
- Failure to submit this form at the time of submittal will result in **zero (0) points** awarded for this criterion.
- Qualifying firms will receive **5 points** from each Evaluation Committee member.
- Firms not meeting the requirements will receive **zero (0) points**.

Note: This preference is not applicable where prohibited by local, state, or federal grant funding.

Offeror's price and cost proposals:

This refers to the proposed schedule included in the RFP. Each location has a separate list of equipment. The City reserves the right to award to the proposer that is seen to be in the City's best interest. (**Please note that price is only one factor for consideration of award**).

Firm A: Proposed Price $20,000 Percentage = 100% X Weight (20) = 20 Points
Firm B: Proposed Price $25,000 Percentage = 80% X Weight (20) = 16 Points
Firm C: Proposed Price $28,000 Percentage = 71% X Weight (20) = 14.2 Points
Firm B's percentage is $20,000 ÷ $25,000 = 80% of maximum points
Firm C's percentage is $20,000 ÷ $28,000 = 71% of maximum points

4.2 QUALITATIVE GUIDELINES FOR ASSIGNING AWARD POINTS TO EVALUATION CRITERIA

EVALUATION CRITERIA

Each Evaluation Committee Member shall award a rating of 1 to 20 for each category based upon each member's assessment of Proposers response to the criteria.

The following qualitative guidelines:

- **20 - Outstanding Response:** Highly comprehensive, excellent reply that meets all the requirements of the areas within that category. In addition, the response covers areas not originally addressed within the RFP category and includes additional information and recommendations that would prove both valuable and beneficial to the agency. This response is considered to be an excellent standard, demonstrating the Proposer's authoritative knowledge and understanding of the project.
- **17-19 Excellent Response:** Provides useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFP. The Proposer provides insight into experience, knowledge and understanding of the subject.
- **15-16 Good Response:** Meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. This response demonstrates an above average performance with no apparent deficiencies.
- **13-14 Fair Response:** Meets the requirements in an adequate manner. This response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth.
- **1-12 Inadequate Response:** Minimally meets the requirements for the Evaluation Criteria as set forth in the
- **0-Failed Response/ No Response (no points awarded): Does not** meet the requirements for the Evaluation Criteria set forth in the RFP.

LOCAL PREFERENCE

- **5 - Business is located in the City limits of Boynton Beach**
- **0 - Business is located outside the City limits of Boynton Beach**

4.3 ORDINAL RANKING

The Evaluation Committee may decide collectively to exercise the option of Ordinal Ranking, in which evaluators rank proposals from best to least favorable based on overall quality, innovation, and feasibility. If ordinal ranking is used, the following criteria will apply:

- The highest-ranked vendor will be recommended for the contract award.
- The City would negotiate with the top-ranked proposer(s) to finalize contract details before presenting the final contract to the City Commission for approval.

4.4 ADDITIONAL CLARIFICATION

The City reserves the right to seek clarification from any or all Proposers if the information received during the evaluation process requires further explanation. Clarifications may be

requested either before or after shortlisting, depending on what the Evaluation Committee determines to be in the best interest of the City.

4.5 BEST AND FINAL OFFER

A process requested from one proposer or short-listed proposers for their best price(s) for a specific solicitation before determining a contract award. This shall be at the discretion of the Evaluation Committee. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions.

The City reserves the right to request Best and Final Offers from any or all Proposers if it is determined that further revisions to the proposal, including the proposed price, are necessary.

4.6 SELECTION PROCESS

A. An Evaluation Committee consisting of the City's staff members, and may include outside Contractors as deemed necessary, will review each written submission to ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFP.

B. This weighted criterion is the evaluation framework the EC uses during the shortlist and scoring process.

C. The Evaluation Committee review of proposals meeting will be scheduled and publicly noticed and is open to anyone who wants to attend. All EC members scores may be electronically opened and read aloud for discussion among the Evaluation Committee members.

D. The Evaluation Committee may, at its sole discretion, request discussions or interviews or require presentations, additional information, or clarification of any information submitted by Respondent(s).

E. The Evaluation Committee may establish equal time limits for all firms as necessary to facilitate its evaluation. If conducted and after the completion of the discussions, interviews, or presentations, the Committee will utilize the presentation points outlined above.

F. After the final rankings are determined, the City staff or evaluation committee will initiate negotiations with the top-ranked firm.

G. Once an acceptable contract is finalized, which may include a Best and Final Offer, the respective department will prepare an agenda item which will be presented with the final contract to the City Commission for final approval and signature.

H. The City reserves the right to include additional provisions if the inclusion is in the City's best interest, as determined solely by the City.

I. CONTACT WITH ANY PERSONNEL OF THE CITY OF BOYNTON BEACH OTHER THAN THE PROCUREMENT REPRESENTATIVE DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

CITYWIDE HEATING, VENTILATION, & AIR CONDITIONING EQUIPMENT, MAINTENANCE, PRODUCTS, SERVICES AND REPAIRS
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SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting Agreement. The term "vendor," as used below, may collectively apply to vendors, bidders, proposers, Contractors, and Sub-Contractors.

5.1 FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:

Before submitting a proposal to this RFP, proposers shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

Proposers must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Proposer shall not be a cause for relief from responsibility.

5.2 NON-COLLUSION

Proposer shall not collude, conspire, connive, or agree, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by a person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

5.3 LEGAL CONDITIONS

Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and Ordinances of the City of Boynton Beach.

5.4 CONFLICT OF INTEREST

The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

5.5 ADDITIONAL HOURS QUANTITIES

The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices proposal in this solicitation.

If additional quantities are not acceptable, the price proposal sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

5.6 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

5.7 LEGAL REQUIREMENTS:

Proposer shall comply with all Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

5.8 ON PUBLIC ENTITY CRIMES

All Request for Proposals as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

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

5.9 FEDERAL AND STATE TAX:

The City of Boynton Beach is exempt from Federal and state taxes.

5.10 PURCHASE ORDER REQUIRED:

The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips, and all correspondence concerning the order.

5.11 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

The Proposer certifies that all material, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the Contractor, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

Proposer certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

5.12 PALM BEACH COUNTY INSPECTOR GENERAL:

The Proposer and, if awarded Contractor, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Contractor and its sub-contractor and lower-tier sub-contractors.

The Consultant understands and agrees that in addition to all other

remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this Agreement justifying its termination.

5.13 OTHER AGENCIES

Any Agreement(s) resulting from this RFP and from this submitted proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Proposer(s).

5.14 VENUE AND GOVERNING LAW:

Any and all legal actions arising from or necessary to enforce this solicitation and resulting Agreement will be held exclusively in Palm Beach County and shall be interpreted according to the laws of Florida.

5.15 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

A. The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.

B. During the performance of the Agreement, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

C. The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.

D. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

E. The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

F. The Contractor further agrees that they will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

G. The Contractor understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

5.16 INDEPENDENT CONTRACTOR RELATIONSHIP:

The Proposer and, if awarded Contractor, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting Agreement, an independent Contractor and not an employee or agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall, at all times and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Consultant's relationship, and the relationship of its employees, to the City shall be that of an independent contractor and not as employees or agents of the City.

5.17 OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

5.18 LOBBYING - CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for the award of contract to the Proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the

person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

5.19 LEGAL EXPENSES:

The City shall not be liable to a Proposer for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the Agreement, or any other matter generated by or relating to the Agreement.

5.20 NO THIRD-PARTY BENEFICIARIES:

No provision of this RFP or agreement/contract to follow with Consultant is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Proposer.

5.21 DIRECT OWNER PURCHASES:

The City reserves the right to issue purchase orders for materials to either the Contractor/Consultant/Vendor or the City's suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

5.22 SCRUTINIZED COMPANIES:

By submission of a proposal for this solicitation, Contractor, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Agreement, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Syria.

5.23 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

5.24 NON-EXCLUSIVE

As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida contract pursuant to the City's Procurement Policy, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after an agreement/contract may be awarded.

Additionally, the City reserves the right to award other agreements for goods and services falling within the scope of this solicitation and resultant Agreement when the specifications differ from this solicitation or resultant Agreement, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant Agreement.

5.25 BUSINESS INFORMATION

If a proposing firm is a Joint Venture for the goods/services described herein, the Proposer shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

5.26 AGREEMENT

Proposer agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding Agreement is formed in accordance with the City's terms, conditions, and specifications as set forth in the purchase order unless otherwise agreed by the City and the Proposer. The Proposer certifies that the proposal has been made by an officer or employee having the authority to bind the Proposer.

5.27 ENDORSEMENTS

No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form.

5.28 DRUG-FREE WORKPLACE

The Contractor shall implement and maintain a drug-free workplace program of at least the following items:

A. 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.

B. Inform employees about the dangers of drug abuse in the workplace, the Proposer'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.

C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.

D. In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under contract, the employee will abide by the terms of the statement and will notify the Proposer 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) calendar days after such conviction or plea.

E. Impose a sanction on or require satisfactory participation in a drug abuse

assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.

F. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

5.29 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Proposer represents and certifies that Proposer and all Sub-Contractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Proposer represents and certifies that Proposer and all Sub-contractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

5.30 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Contractor. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

5.31 RIGHTS IN DATA

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Proposer pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

5.32 DOCUMENTATION OF COSTS

All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

5.33 PUBLIC RECORDS

Sealed documents received by the City in response to a Request for Proposals are exempt from public records disclosure until thirty (30) calendar days after the opening of the RFP unless the City announces intent to award sooner, in accordance with Florida Statutes 119.071.

The Contractor agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings, or data relating to the Agreement which have been created as a part of the vendor's services or authorized by the City as

a reimbursable expense, whether generated directly by the Consultant, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of contract with the City or the Consultant, and wherever located shall be the property of the City.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. All submitted information that the responding Proposer believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07, Chapter 688, and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

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

A. Keep and maintain public records required by the City to perform the service.
B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law.
C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the Agreement, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and
D. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by consultant must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
E. Failure of the Contractor to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the resulting Agreement. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to, the right to terminate for cause.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE

CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 EAST OCEAN AVE.
BOYNTON BEACH,
FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

5.34 **SOVEREIGN IMMUNITY**

Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

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SECTION VI – SPECIAL PROVISONS – TERM CONTRACT

The Contractor will be responsible for supplying necessary labor for the completion of services outlined in this RFP by the City of Boynton Beach.

The following special conditions shall apply to all Proposers and eventually to the Contractor (s) who are awarded the contract for these services.

6.1 ASSIGNMENT:

Any contract issued pursuant to this request for proposal and the funds that may come due hereunder are not assignable except with the prior written approval of the City.

6.2 PERFORMANCE DURING EMERGENCY:

The Contractor agrees and promises that immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, the City shall be given "first priority" for all goods and/or services under the Agreement.

The Contractor agrees to provide all goods and/or services to City immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis.

The Contractor shall furnish a 24-hour phone number to the City. Failure to provide the goods and/or services to the City on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute a breach of Agreement and subject the Contractor to sanctions from doing further business with the City.

6.3 AGREEMENT TERM AND EXTENSION

The City will award this contract for a three (3) year period and reserves the right to extend it for a period not to exceed an additional two (2) years by mutual agreement and by filing a written notice signed by the contractor to the City's Purchasing Department without further City Commission action. This extension shall provide the City with continual services for an additional term of the contract.

6.4 CHANGES TO SCOPE AND ADDITIONAL SERVICES

CITY or Contractor may, from time to time, request changes that would increase, decrease, or otherwise modify the scope of services, as described in in Section II – Scope of Work to be provided under this Agreement subject to the requirements.

Such changes or additional work must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

Contractor shall continue to render services while seeking a change order unless such services have not been authorized herein, by written amendment, or change order.

Services to be performed while seeking a change order which have not been described herein or in a separate written amendment or change order shall be performed at the CONTRACTOR'S own risk. In no event will the CONTRACTOR be compensated for any services which have not been described either herein or in a separate written amendment or change order.

6.5 INDEMNIFICATION

The Contractor shall indemnify, hold harmless, and defend City and all of City's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Consultant, or any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Consultant shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the City Attorney, any sums due Contractor under this Agreement may be retained by City until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.

The Contractor shall also be liable to the City for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the City by reason of the Consultant's breach of any of the provisions of the contract. Contractor shall not be responsible for the negligent acts of the City or its employees. Further, the Contractor shall hold the City harmless and indemnify the City for any funds that the City is obligated to refund the Federal Government arising out of the conduct, activities, or administration of the Agreement by the Consultant.

6.6 TERMINATION

The City, by written notice, may terminate in whole or in part any Agreement resulting from this RFP when such action is in the best interest of the City.

If the Agreements(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

A. DEFAULT AND TERMINATION FOR CAUSE:

The City may, by written notice of default to the Contractor, terminate the Agreement in whole or in part if the Contractor fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated nonperformance, or does not remedy such failure within a period of 30 calendar days after receipt of notice from the City of Boynton Beach specifying such failure. In the event the City terminates the Agreement in whole or in part because of default of the Contractor, the City may procure goods and/or services

like those terminated, and the Contractor shall be liable for any excess costs incurred due to this action.

If it is determined that the Contractor was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the Contractor), the rights and obligations of the parties shall be those provided in Section "Termination for Convenience".

B. TERMINATION FOR CONVENIENCE OF CITY

Whenever the interests of the City so require, terminate the Agreement, in whole or in part, for the convenience of the City. Purchasing shall give fourteen (14) business days prior written notice of termination to the Contractor, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the Contractor has the right to withdraw, without adverse action, from the entire Agreement.

Unless directed differently in the notice of termination, the Contractor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and, on the date, given in the notice of termination. Additionally, unless directed differently, the Contractor shall terminate outstanding orders and/or subcontracts related to the terminated work.

Contractor shall indemnify the City against loss pertaining to this termination.

C. REMEDIES:

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

D. FUNDING OUT

This result of this Agreement shall remain in full force and effect only if the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

6.7 PERFORMANCE OF CONTRACTOR

The Proposer shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

Failure on the part of the submitting Proposer to comply with the conditions, terms, specifications, and requirements of the RFP shall be cause for cancellation of the RFP award, notwithstanding any additional requirements enumerated in the Special Conditions herein relating to performance-based contracting.

The City may, by written notice to the Responding Firm, terminate the Agreement for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

6.8 INSURANCE REQUIREMENTS

If a Contractor is providing a service under this Agreement, then the Contractor shall, at its sole expense, always maintain in full force and effect during the life of this Agreement, insurance coverages, and limits (including endorsements), as required by the City.

These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

All coverages shall be provided on a primary basis with the City endorsed as an Additional Insured as follows: "**The City of Boynton Beach**". The Contractor shall provide the City with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the City (normally within 2 working days after request). Failure to maintain the required insurance shall be considered a default of the Agreement.

It shall be the responsibility of the Contractor to maintain workers' compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance; during the time any of his/her personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the Contractor until such time as the items and/or work have been accepted by the City. The Contractor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance with A.M. Best's Key Rating Guide, latest edition.

6.9 FORCE MAJEURE

The Agreement which is awarded to the Contractor may provide that the performance of any act by the City or Contractor thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from the performance by acts of God, pandemic, epidemic, emergency orders, the elements, war rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third parties or City forces and in such event, the City shall withhold payment due to Contractor for such period of time. If the condition of force majeure exceeds a period of 14 business days the City may, at its option and discretion, cancel, or renegotiate the Agreement.

6.10 INSPECTION AND ACCEPTANCE OF WORK PRODUCED

The City has the right to review, require correction, if necessary, and accept the work produced by the Contractor. Such review(s) shall be carried out within thirty (30) calendar days to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if the City does not issue written comments and/or required corrections within thirty (30) calendar days from the date of receipt of such product from the Contractor.

The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the work requested to the City within seven (7) business days of notification or a later date if extended by the City.

Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the City may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

6.11 CONTINGENCY FEE

Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

6.12 TRUTH IN NEGOTIATION REPRESENTATION

Contractor's compensation under this Agreement is based upon its representations to City, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Contractor's compensation in this Agreement.

6.13 PERFORMANCE REVIEW EVALUATION:

The awarded Contractor(s) may receive a performance evaluation by City Staff during the course of the term contract. The City's Project Manager shall complete performance evaluations at the first year of the contract or more frequent intervals as required by the Agreement **and** at the time of the end of the term contract.

Should the services provided by the Contractor fail to meet the expectations of the City's Project Manager, the Contractor shall have a period of ten (10) working days from the date notice is given to the Contractor by the City to correct all deficiencies in the under the contract.

All corrections shall be made to the satisfaction of the City Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the contract without the City being liable for any and all future obligations under the Agreement as determined by the City at its sole discretion.

The City, in its judgment, may elect to compensate the Contractor for any accepted work product through the date of termination of an authorized Purchase Order, provided it is in a form sufficiently documented and organized to allow subsequent utilization in completing the work product.

The City's Project Manager shall contact a Procurement representative to advise of any performance issues so that Procurement can assist with bringing performance back to acceptable standards. It is equally important to complete the "Contractor Performance Evaluation Form whenever any of the performance indicators are either "marginal" or "unsatisfactory". In the event the Average Rating Score is "marginal" or "unsatisfactory"

even after reasonable efforts have been taken by the City to improve performance, the City's Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

The Contract Performance Evaluation Form enclosed within this document illustrates a sample evaluation form to be used by the City for the various types of services provided by the City.

6.14 ANTI-HUMAN TRAFFICKING

On or before the Effective Date of the Contractor entering into an Agreement with the City, the Contractor shall provide the City with an affidavit attesting that the Vendor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

6.15 VERIFICATION OF EMPLOYMENT ELIGIBILITY – E-VERITY

Contractor represents that Contractor, and each Sub-contractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, City may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by City due to the termination.

6.16 ENTITIES OF FOREIGN CONCERN

The provisions of this section apply only if Contractor or any Sub-Contractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern.

On or before the Effective Date, Contractor and any Sub-contractor that will have access to personal identifying information shall submit to the City executed affidavit(s) under penalty of perjury, in a form approved by the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes.

Compliance with the requirements of this section is included in the requirements of a proper invoice. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

6.17 SUCCESSORS AND ASSIGNS

The City and the Contractor each bind themselves and their successors and assigns to the other party in respect to all provisions of the Agreement. Neither the City nor the Contractor shall assign, sublet, convey, or transfer its interest in the Agreement without the prior written consent of the other.

6.18 ENUMERATION OF PRECEDENCE OF CONTRACT DOCUMENTS

If any portion of the Contract Documents appears to conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

The Fully Executed Agreement
The Instructions to Proposers
The Scope of Work (Services)
The Special Conditions
Standard General Terms and Conditions
Proposer's Proposal

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CITYWIDE HEATING, VENTILATION, & AIR CONDITIONING EQUIPMENT, MAINTENANCE, PRODUCTS, SERVICES AND REPAIRS
RFP No. 25-058R

SECTION VII - PRICE PROPOSAL FORM

THIS FORM IS FOR INFORMATIONAL PURPOSES. PRICES SHALL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

Pricing shall include travel/trip time, supervision, equipment or tools required to perform the services.

7.1 PREVENTATIVE MAINTENANCE FOR ALL LOCATIONS:

FACILITY	QUARTERLY PRICE:
Intracoastal Park	
Ocean Front Concession Stand	
Ocean Front Lifeguard Building	
Police Department	
Public Works #1	
Public Works #2	
Public Works #3	
Children's Schoolhouse Museum	
Tennis Center	
The Links Golf Course	
Woman's Center	
Boat Club Bait & Tackle Shop	
Boat Club Clubhouse	
Boynton Beach Memorial Park	
Little League Park Concession Stand	
City Hall	

Arts & Cultural Center	
Ezell Hester Park Community Center	
Carolyn Sims Center	
Fire Station #1	
Fire Station #2	
Fire Station # 3	
Fire station #4	
Fire Station # 5	
Utilities Administration Building	
East Water Treatment Plant	
West Water Treatment Plant	
Master Lift Station	
Three Million Gallon Tank Building	
TOTAL QUARTERLY PRICE	**$**

7.2 PREVENTATIVE MAINTENANCE FOR ALL LOCATIONS: REPAIRS INCLUDED

*****Quarterly Prices will include all repairs throughout the term of the contract. Quarterly prices will be all inclusive and will include all labor, parts, travel, trip, delivery, supervision, tools, and equipment needed to complete all quarterly preventative maintenance inspections and repairs needed during the term of the contract. *****

FACILITY	QUARTERLY PRICE
Intracoastal Park	**$**
Ocean Front Concession Stand	
Ocean Front Lifeguard Building	

Police Department	
Public Works # 1	
Public Works # 2	
Public Works # 3	
School House Museum	
Tennis Center	
The Links Golf Course	
Woman's Club	
Boat Club-Bait & Tackle	
Boat Club Clubhouse	
Boynton Beach Memorial Park	
Little League Concession Stand	
City Hall	
Arts & Cultural Center	
Ezell Hester Center	
Carolyn Sims Center	
Fire Station # 1	
Fire Station # 2	
Fire Station # 3	
Fire Station # 4	
Fire Station # 5	
Utilities Administration Building	
East Water Treatment Plant	
West Water Treatment Plant	

Master Lift Station	
Three Million Gallon Tank Building	
QUARTERLY PRICE	**$**

7.3 OPTIONAL PRICES – HOURLY RATES

HOURLY RATES:	**REGULAR**	**OVERTIME (Weekends / Holidays)**
Licensed Technician	$_____	$_____
Technician	$_____	$_____
Laborer	$_____	$_____

7.4 MATERIAL MARK-UP FROM CONTRACTOR'S COST:

Contractor's material Cost Plus: _____**%**

APPENDIX 'A'

CONTRACTING SERVICES

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND _____, FOR _____ CONTRACTING SERVICES

This Agreement is made as of this __ day of _____, 20___, by and between _____, a _____, with a principal address of _____, hereinafter referred to as "Contractor," and the **City of Boynton Beach**, a municipal corporation organized and existing under the laws of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, Florida 33435, hereinafter referred to as "City." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS the City issued Request for Proposals No._____ (the "RFP") pursuant to state and local law to solicit proposals for _____ (the "Services"); and

WHEREAS Contractor responded to the RFP by submitting its Proposal dated _____ (the "Proposal"), and

WHEREAS the City created an evaluation committee, reviewed all proposals responses and scored the proposals in accordance with the criteria outline in the RFP; and

WHEREAS the City selected Contractor as the best qualified to perform the Services; and

WHEREAS the City desires to engage Contractor to provide such services to the City on an as-needed basis according to the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of such covenants and conditions, the City and Contractor do hereby agree as follows:

1. **SERVICES AND METHOD OF ORDERING SERVICES**.

   a. **Services**. Contractor shall provide the type of services described in the Scope of Services attached hereto as **Exhibit A** (which services are hereinafter referred to as the "Services"). Contractor may be requested to provide specific Services for various and different tasks or projects. Contractor shall render the Services in a diligent, careful, thorough, and professional manner consistent with sound business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. The standard of care for all Services performed or furnished by the Contractor under this Agreement will be the care and skill ordinarily used by members of the Contractor's profession practicing under similar circumstances or at the same time and in the same locality.

   b. **Method of Ordering Services**. Services will be rendered in response to periodic written Task Orders (each a "Task Order") issued by the City on an as-needed basis. For each task or assignment, the City shall request the Contractor to develop for review by the City:

      a. A scope of services.

      b. An estimate of fees and costs based on the hourly rates established in this Agreement with sufficient detail to identify the various elements of costs, which

2. TIME FOR PERFORMANCE.

a. **Commencement of Work**. Services under the Agreement and any applicable work shall commence upon the City giving written notice to the Contractor to proceed along with a purchase order. Contractor shall perform all Services and provide all deliverables required pursuant to this Agreement. Time is of the essence for the Contractor performance of the duties, obligations, and responsibilities required by this Agreement.

b. **Delays; Untimely Performance**.

i. **Delays; No Fault of Contractor**. If Contractor is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by the City or other governmental agencies having jurisdiction over the project and such delays are not the fault of Contractor, or because of delays caused by factors outside the control of Contractor, the City shall grant a reasonable extension of time for completion of the Services. It shall be the responsibility of the Contractor to notify the City in writing whenever a delay in approval by a governmental agency is anticipated or experienced and whenever a delay has been caused by factors outside of the Contractor's control and to inform the City of all facts and details related to the delay. Contractor must provide such written notice to the City within three (3) business days after the occurrence of the event causing the delay.

ii. **Delays Due to Contractor**. If Contractor fails to substantially complete the Services in whole or in part on or before the date established in each Task Order, Contractor shall pay City its proportional share of any claim for damages arising out of the delay. This section shall not affect either Party's indemnification rights or obligations otherwise outlined in this Agreement.

c. **If Task Order Continues Beyond Term**. Contractor shall complete each executed Task Order without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

3. AMOUNT AND METHOD OF COMPENSATION.

a. **Compensation**. As compensation for Services rendered by Contractor to the City pursuant to a duly executed Task Order, the City shall pay the Contractor an annual amount not to exceed _____ ($_____) ("Fee") calculated based on the anniversary date of complete execution of the Agreement. The Fee is based on the Hourly Rates outlined in the Fee Schedule attached hereto as **Exhibit C** and incorporated into this Agreement by reference. The Fee shall be the sole compensation paid to Contractor in connection with the rendition of the Services and the performance of all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by consultant.

b. **Subcontractor Fees**. If subcontractor is permitted, the Contractor shall bill the City for subcontractor fees with no markup and within any applicable maximum not-to-exceed amount.

4. **NOTICES**. All Notices to the City shall be in writing by certified mail return receipt requested, or customarily used overnight transmission with proof of delivery, sent to:

City: Daniel Dugger, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy: Shawna G. Lamb, City Attorney
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Consultant: _____
_____
_____
_____
Telephone: _____
Email: _____

5. **INVOICES AND PAYMENT**. Invoices must identify the PO number, Task Order project description, and should be mailed to:

Boynton Beach Finance Department
Attn: Accounts Payable
P.O. Box 310
Boynton Beach, FL 33425

Invoices shall show the nature of the service and dates(s) of service. Invoices based on hourly rates shall show the actual hours worked, the person performing services, the nature of the service, the hourly rate, and the dates(s) of service. Invoices may be submitted after such services are performed; however, all services rendered before September 30th of any given year must be invoiced by September 30th of that year. Contractor shall provide a W-9 with the first invoice.

Payment shall be made only for services performed and completed pursuant to a duly executed Task Order and this Agreement. The fee shall be paid based on receipt of a proper invoice in accordance with the invoice schedule indicated above. Payment will be made within 45 days of receipt of a proper invoice in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Contractor, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Contractor of liability for the defective, faulty, or incomplete rendition of the Services.

6. **TAX EXEMPT**. Prices applicable to the City do not include applicable state and local sales, use, and related taxes. The City is exempt from state and local sales and use taxes and shall not be invoiced for the same. The City will provide the Contractor with proof of tax-exempt status upon request.

7. **SOVEREIGN IMMUNITY**. Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive the City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES**. If either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

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

    a. Keep and maintain public records required by the city to perform the service when utilizing non-City-owned equipment.

    b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

    c. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the City; and

    d. Upon completion of the contract, Contractor shall transfer to the City, at no cost to the City, all public records in Contractor possession. All records stored electronically by Contractor must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN**. Consultant represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it is not a "scrutinized company" pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term, will not be, ineligible to contract with City on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the term will remain, in compliance

with Section 286.101, Florida Statutes.

11. **E-VERIFY**. Consultant shall comply with Section 448.095, Fla. Stat., "Employment Eligibility," including registering and using the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Fla. Stat. shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the termination date. If this Agreement is terminated for a violation of the statute by Consultant, Consultant may not be awarded a public contract for one (1) year after the date of termination.

12. **ENTITIES OF FOREIGN CONCERN**. The provisions of this section apply only if Contractor or any subcontractor will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the effective date of this Agreement, Contractor and any subcontractor that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 6. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

13. **ANTI-HUMAN TRAFFICKING**. On or before the effective date of this Agreement, Contractor shall provide City with an affidavit attesting that the Consultant does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

14. **COUNTRIES OF CONCERN**. The Consultant represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

15. **PUBLIC ENTITY CRIME ACT**. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Consultant further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Consultant has been placed on the convicted vendor list.

16. **CONTINGENCY FEE**. Contractor represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

17. **TRUTH-IN-NEGOTIATION REPRESENTATION**. Contractor's compensation under this Agreement is based upon its representations to City. Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including, without limitation, in the negotiation of this Agreement, are

accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Consultant's compensation in this Agreement.

18. **DULY LICENSED**. Contractor represents that it is duly licensed to perform the Services under this Agreement and will continue to maintain all licenses and approvals required to conduct its business.

19. **FORCE MAJEURE**. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or preclude the exercise of any right either Party may otherwise have to terminate this Agreement.

20. **DISPUTES**. Any disputes that arise between the parties regarding the performance of this Agreement and cannot be resolved through negotiations shall be submitted to a court of competent jurisdiction exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

21. **TERMINATION**.

    a. **Termination for Convenience**. This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice. In this event, the Contractor shall be compensated for services performed through the termination date, including services reasonably related to termination.

    b. **Termination for Cause**. In addition to all other remedies available to the aggrieved Party, this Agreement shall be subject to cancellation by either Party for cause, should the other Party neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

    c. In the event of termination, the City shall compensate the Contractor for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Agreement. Contractor shall immediately deliver all documents, written information, electronic data, and other materials concerning City projects in its possession to the City and shall cooperate in transitioning its consulting duties to appropriate parties at the direction of the City.

    d. Upon termination, this Agreement shall have no further force or effect, and the Parties shall be relieved of all further liability hereunder, except that the provisions of this section and the provisions regarding property rights, insurance,

indemnification, governing law, and litigation shall survive termination of this Agreement and remain in full force and effect.

22. INDEMNIFICATION. Contractor shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, Contractor, separate Contractor, any of their subcontractor, or sub-subcontractor (collectively, “Indemnified Party”), from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs, and expenses, including but not limited to attorneys’ fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from (A) Contractor’s performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Contractor’s, its agents, employees, subcontractors, subcontractors, participants, and volunteers, and (C) Contractor’s failure to take out and maintain insurance as required under this Agreement. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature against an Indemnified Party, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys’ fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of the Agreement. If considered necessary by the City and the City Attorney, the City may retain any sums due Consultant under this Agreement until all claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the City.

23. INSURANCE. At the time of execution of this Agreement, the Contractor shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:

a. Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employer's Liability with limits of One Million Dollars ($1,000,000.00) each accident, One Million Dollars ($1,000,000.00) each condition, and One Million Dollars ($1,000,000.00) aggregate by condition.

b. Comprehensive General Liability with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability shall include:

   i. Premises and/or Operations on an occurrence basis.
   ii. Completed Operations Liability on an occurrence basis.
   iii. Broad Form Property Damage.
   iv. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.

The Certificate of Insurance shall name the City of Boynton Beach and its officers, employees, and agents as additional insured.

c. Contractor shall require that each subcontractor maintains insurance coverage that adequately covers the Services provided by that subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such subcontractors comply with these requirements and that “and its officers, employees, and agents as additional insured” is named as an additional insured under the subcontractors’ applicable insurance policies. Contractor shall not permit any subcontractor to provide Services unless and until all applicable requirements of this article are satisfied.

24. **LIMITATION OF LIABILITY**. Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Contractor beyond the amount remaining due to Contractor under the Agreement, regardless of whether said liability be based in tort, contract, indemnity, or otherwise; and in no event shall City be liable to Contractor for punitive or exemplary damages or lost profits or consequential damages.

25. **INDEPENDENT CONTRACTOR**. The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Consultant is an independent contractor under this Agreement and shall not be considered the City's employee for any purpose. Contractor shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

26. **COMPLIANCE WITH LAWS**. Contractor hereby always warrants and agrees that material to the Agreement, Contractor shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

27. **BREACH OF REPRESENTATIONS**. Contractor acknowledges that City is materially relying on the representations, warranties, and certifications of Contractor stated in its Proposal and this Agreement, and City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the total amount of any damage incurred; and (d) debarment of Consultant.

28. **ASSIGNMENT**. If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Contractor, Contractor must gain prior written consent from City thirty (30) business days before such transfer. For purposes of this Agreement, any company ownership change shall constitute an assignment that requires the City's approval. Notwithstanding the foregoing, Contractor may, without City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all its assets related to this Agreement. Contractor shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all its assets related to this Agreement within thirty (30) calendar days of such event.

29. **NO LIEN**. The Contractor shall not at any time permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise, by any person or persons whomsoever to be filed or recorded against the City, against any City property or money due or to become due for any work done or materials furnished under this Agreement by Contractor.

30. **AGREEMENT SUBJECT TO FUNDING**. The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for each fiscal year of this Agreement and is subject to termination based on lack of funding.

31. **NON-EXCLUSIVE**. This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

32. **REPRESENTATION OF AUTHORITY**. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor and that neither the execution nor performance of this Agreement constitutes a breach of

any agreement that Contractor has with any third party or violates applicable law. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

33. RIGHTS IN DOCUMENTS AND WORK.

a. **Ownership**. All videos, photographs, documents, materials, data, or other work created by Contractor in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Contractor hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work.

b. **Deliverables Upon Conclusion of Task Order**. Contractor shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under any Task Order, all documents and materials prepared for the City in connection with the Task Order. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

c. **Delivery Upon Expiration or Termination of Agreement**. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Contractor to City within seven (7) days after expiration or termination. Any compensation due to Contractor may be withheld until all Documents and Work are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with all subcontractor(s).

d. **Reuse of Project Documents**. City may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Contractor's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in the applicable Scope of Services for any Task Order); and Contractor agrees to such reuse in accordance with this provision.

34. CONTRACTOR'S STAFF. Contractor will provide the key staff identified in its Proposal if they are in Contractor's employment. Contractor will obtain prior written approval from the City to change key staff. Contractor shall provide City with such information as necessary for City to determine the suitability of proposed new key staff. City will be reasonable in evaluating key staff qualifications. If City desires to request removal of any of Contractor's staff, City shall first meet with Contractor and provide reasonable justification for said removal; upon such reasonable justification, Contractor shall use good faith efforts to remove or reassign the staff at issue.

35. THIRD-PARTY BENEFICIARIES. Neither Contractor nor City intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

36. MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and essential to the formation of this Agreement, and each is, therefore, a material term. City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such

provision or modification of this Agreement. A waiver of any breach shall not be deemed a waiver of any subsequent breach and shall not be construed as a modification of this Agreement. To be effective, any waiver must be in writing and signed by an authorized signatory of the Party granting the waiver.

37. **COUNTERPARTS AND MULTIPLE ORIGINALS**. This Agreement may be executed in multiple originals and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

38. **NON-DISCRIMINATION**. Contractor and any subcontractors shall not discriminate based on race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

39. **CONTROLLING PROVISIONS**. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.

40. **ENTIRE AGREEMENT**. The Agreement, including the RFP, the Proposal, and the Exhibits that are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties concerning the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. This Agreement may only be modified by a written amendment executed by the City and Contractor t.

41. **SEVERABILITY**. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

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

CITY OF BOYNTON BEACH, FLORIDA

_____
Rebecca Shelton, Mayor

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

COMPANY NAME

_____
(Signature), Company

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

EXHIBIT A
SCOPE OF SERVICES

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 1

Tuesday, August 19, 2025
PWE 25-058R – Heating Ventilation, Air Conditioning Equipment, Products, Service and Repairs
Closing Date: Tuesday, September 2, 2025 3:00 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike through type are deletions from existing text. Words in bold, underlined and/or red type are additions to existing text.

PLEASE NOTE: THE CLOSING DATE FOR THIS PROJECT IS SEPTEMBER 2, 2025 AT 3:00PM.

PLEASE NOTE: THE DATE FOR THE SITE VISIT IS TUESDAY AND WEDNESDAY, AUGUST 26TH AND 27TH BEGINNING AT 8:30 am IN CITY HALL.

Question 1: While going through the list of equipment on the RFP I found a lot of discrepancies Example : • Intercostal Park States it has split systems & we only have 9 units. o Should be 10, Every AHU needs a condensing unit • Ezell Hester

Park Community Center o States it has 6 RTUs, 12 AHU & 2 CU o Where are the other 8 Condensing units • Fire Station 1 o States it only has 1 unit – A Trane CSAA017 o That is a chilled water AHU, Were is the chiller info • Woman's Center o States it has 12 pieces of equipment o 7 CU & 5 AHUs, Does not match up either There are a couple other sites like this Can you have your team verify this information for me.

Answer 1: Inter-Coastal Park - There are three split systems and one mini split system. Ezell Hester Park Community Center - There are three split systems and ten Roof Top Units (RTU's). Fire Station 1 - There is one water cooled air handler and two blower coil units. Women's Center - There are seven split systems and one mini split system.

Question 2: Can you please provide brand of BMS Building Automation (Quarterly) Ezell Hester Park Community Center • Check all sensors for range and operation • Calibrate sensors as needed • Check all wiring and adjust as needed • Check all controllers for operation • Go over programming with onsite personnel • Check data trend for HV AC equipment • Check all set points and adjust as required • Check all pneumatic to electric switches for proper pressure.

Answer: The brand for the BMS System is Trane Connect.

Question 3: Will cooling towers be included in this RFP?

Answer: There are six buildings that have 2 chilled water pumps each. There are twelve (12) chilled water pumps in total. The central energy plant may have condenser water pumps. Reach out to utilities for more information.

Question 4: Can you please provide a more detailed equipment list including location (above ceiling, roof mounted, ground mounted), belt size and quantity and filter size and quantity?

Answer: Section 2.9 City Equipment has the locations of each of the units listed as well as some belt and filter sizes. Any additional information can be readily obtained by researching the type of unit and model number as well as by participating in the site visit currently being scheduled.

Question 5: Please confirm we are to provide filters and replace them quarterly and provide belts and replace them annually?

Answer: All filters shall be examined monthly and changed no less than quarterly. However, the Fire Stations and the Police Station filters shall be changed monthly. Belts shall be examined monthly for wear, deflection, cracking and/or any abnormalities and changed annually unless conditions dictate otherwise.

Question 6: Can you please provide an ETA on timing for this so we all can be present with no scheduling conflict. Per last meeting the issues with RFQ are that materials needed are not correct, the equipment list is not correct, equipment access is not provided & actual scope of work is not provided. A maintenance contract and a service contract are nowhere the same while bidding.

Answer: The site visit will be Tuesday and Wednesday, August 26th and 27th. Please see response to question # 1 for equipment update. Access to equipment, to the extent possible, will be made available during the site visit.

Question 7: We would like to request a list of all belts & filters that each unit uses within The City of Boynton Beach, please include sizes & quantity.

Answer: This information can be obtained from the site visit, and or equipment list. If there is something specific that is required please ask for it specifically if you are not able to make the site visit. All vendors are encouraged to attend the site visit to ask questions and obtain information.

Question 8: Can you provide the name of the Building Automation system located at the Ezell Hester Park Community Center as the scope of work requires the awarded contractor to check sensors, check controllers, go over programming with onsite personnel, check set-points and adjust, etc..?

Answer: Please see response to question # 2.

Question 9: Can you provide a list of all VAV boxes that require annual inspections and the filter sizes for each vav box that require filter changes?

Answer: There are approximately 75 VAV boxes in City Hall however we do not have an actual count for the rest of the City buildings at the moment. That information will be forthcoming. The VAV boxes do not have filters.

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific Solicitation.

Sincerely,

City of Boynton Beach
Financial Services

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 2

Wednesday, August 20, 2025
25-058R – Heating Ventilation, Air Conditioning Equipment, Products, Service and Repairs
Closing Date: Tuesday, September 2, 2025 3:00 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike through type are deletions from existing text. Words in underlined type are additions to existing text.

Reminder: THE DATE FOR THE SITE VISIT IS TUESDAY AND WEDNESDAY, AUGUST 26TH AND 27TH BEGINNING AT 8:30 AM IN CITY HALL.

Please Note: The following changes have been made to Sections 7.2, 7.3 and 7.4 in the RFP Document

1. **The following table has been removed from the RFP Document and from the Schedule of Prices in Bids and Tenders:**

7.2 PREVENTATIVE MAINTENANCE FOR ALL LOCATIONS: REPAIRS INCLUDED

***Quarterly Prices will include all repairs throughout the term of the contract. Quarterly prices will be all inclusive and will include all labor, parts, travel, trip, delivery, supervision, tools, and equipment needed to complete all quarterly preventative maintenance inspections and repairs needed during the term of the contract. ***

FACILITY	QUARTERLY PRICE
Intracoastal Park	$
Ocean Front Concession Stand	
Ocean Front Lifeguard Building	
Police Department	
Public Works # 1	
Public Works # 2	
Public Works # 3	
School House Museum	
Tennis Center	
The Links Golf Course	
Woman's Club	
Boat Club-Bait & Tackle	
Boat Club Clubhouse	
Boynton Beach Memorial Park	
Little League Concession Stand	
City Hall	
Arts & Cultural Center	

~~Ezell Hester Center~~	
~~Carolyn Sims Center~~	
~~Fire Station # 1~~	
~~Fire Station # 2~~	
~~Fire Station # 3~~	
~~Fire Station # 4~~	
~~Fire Station # 5~~	
~~Utilities Administration Building~~	
~~East Water Treatment Plant~~	
~~West Water Treatment Plant~~	
~~Master Lift Station~~	
~~Three Million Gallon Tank Building~~	
~~**QUARTERLY PRICE**~~	~~**$**~~

2. The following change has been made to Section 7.3:

7.3 ~~**OPTIONAL**~~ **PRICES – HOURLY REPAIR RATES – EMERGENCY HOURS**

The hourly rates proposed shall include full compensation for labor, equipment use, travel time, supervision, and any other related costs incurred by the successful proposer. Parts are not included in this rate. Please refer to Section **7.4 MATERIAL MARK-UP FROM CONTRACTOR'S COST.**

3. The following change has been made to Section 7.4:

7.4 All costs for parts required for repair jobs and not otherwise included in the routine maintenance section of the specifications shall be billed at the Successful Proposer's actual cost and will be passed on to the City without mark-up or any additional fees. Successful Proposer shall submit purchase receipt of parts along with the labor invoice for payment.

Successful Proposer shall be responsible for sourcing all parts necessary to complete the work requirements of each job specification. Replacement parts furnished must be of the same manufacturer or an equal product. All equipment and materials shall be commercial quality and grade and be from a regular product line. Prototype, obsolete, and residential quality/grade equipment shall not be specified or installed in any facilities. All parts must be OEM and match model numbers being replaced.

All invoices submitted for these services must contain the hourly rate and material mark-up original price + the proposed percentage for auditing purposes.

A revised RFP document with these changes has been uploaded to the documents section in Bids and Tenders.

Questions:

1. **Question: Will cooling towers be included in this RFP?**

   Answer: There are 4 cooling towers at the Energy Plant that work in pairs of 2. The company that manufactures the towers is Tower Tech. Model: TTXR-101950 Date of MFG: 03/05/2019 The cooling towers are no longer under warranty and are included in this RFP.

2. **Question: In section 7.1 it shows that we need to provide a price on a quarterly maintenance. In section 7.2 it shows that we need to provide a price for preventative maintenance with repairs included. Please elaborate on how we are supposed to price out repairs if we do not know what repairs are needed.**

   Answer: Section 7.2 has been removed from the RFP Document and from Bids and Tenders.
   The following change has been made to Sections 7.3:
   7.3 ~~OPTIONAL PRICES~~ – HOURLY REPAIR RATES – EMERGENCY HOURS The hourly rates proposed shall include full compensation for labor, equipment use, travel time, supervision, and any other related costs incurred by the successful proposer. Parts are not included in this rate. Please refer to Section 7.4 MATERIAL MARK-UP FROM CONTRACTOR'S COST.

   The following change has been made to section 7.4:
   All costs for parts required for repair jobs and not otherwise included in the routine maintenance section of the specifications shall be billed at the Successful Proposer's actual cost and will be passed on to the City without mark-up or any additional fees. Successful Proposer shall submit purchase receipt of parts along with the labor invoice for payment. Successful Proposer shall be responsible for sourcing all parts necessary to complete the work requirements of each job specification. Replacement parts furnished must be

of the same manufacturer or an equal product. All equipment and materials shall be commercial quality and grade and be from a regular product line. Prototype, obsolete, and residential quality/grade equipment shall not be specified or installed in any facilities. All parts must be OEM and match model numbers being replaced. All invoices submitted for these services must contain the hourly rate and material mark-up original price + the proposed percentage for auditing purposes.

3. **Question: Per the last meeting, the issues with RFQ is that materials needed are not correct, equipment list is not correct, equipment access is not provided & actual scope of work is not provided.**

   Answer: Please see the response to the first question listed for correction to equipment. Please see the reminder note on this addendum for date of Site Visit. Please note that the Scope of Work is outlined in detail in Section II - Scope of Work, pages 21 – 36.

4. **Question: Can you provide belt sizes and quantities for each equipment that require belt replacement?**

   Answer: Section 2.9 City Equipment has the locations of each of the units listed as well as some belt and filter sizes. Any additional information can be readily obtained by researching the type of unit and model number as well as by participating in the site visit.

Please acknowledge Addendum No. 2 with your bid submittal at the following link:

https://boynton-beach.bidsandtenders.net/Module/Tenders/en

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific Solicitation.

Sincerely,

City of Boynton Beach
Financial Services

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 3

Friday, August 22, 2025
25-058R – Heating Ventilation, Air Conditioning Equipment, Products, Service and Repairs
Closing Date: Tuesday, September 2, 2025 3:00 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike through type are deletions from existing text. Words in underlined type are additions to existing text.

The following qualification has been added to Section II – Scope of Work that was inadvertently excluded in Addendum #2.

2.6 REQUIRED QUALIFCATIONS AND SAFETY

8. Able to perform tower cleaning annually for DES.

Please acknowledge Addendum No. 3 with your bid submittal at the following link:

https://boynton-beach.bidsandtenders.net/Module/Tenders/en

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific Solicitation.

Sincerely,

City of Boynton Beach
Financial Services

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 4

Thursday, August 28, 2025
25-058R – Heating Ventilation, Air Conditioning Equipment, Products, Service and Repairs
Closing Date: Thursday, September 4, 2025 3:00 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike through type are deletions from existing text. Words in underlined type are additions to existing text.

PLEASE NOTE: THE DUE DATE HAS BEEN EXTENDED TO THURSDAY, SEPTEMBER 4, 2025 @ 3:00 PM.

Please note the following changes:

- Sara Sims Park (Cemetery) and the District Energy Services were inadvertently left off the 'Preventative Maintenance For All Locations price schedule. Both locations have been added.

- Fire Stations 1 – 5 and the Police Station have been moved to a new price schedule - 'Preventative Maintenance for Fire Stations & Police Station' with maintenance to be completed monthly.

- An new price schedule has been added for the ‘Annual Cleaning of The District Energy Services’ (Coolers). The address is 211 N.E. 1st Avenue, Boynton Beach, 33435.

Please acknowledge Addendum No. 4 with your bid submittal at the following link:

https://boynton-beach.bidsandtenders.net/Module/Tenders/en

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific Solicitation.

Sincerely,

City of Boynton Beach
Financial Services

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 5

Wednesday, September 3, 2025
25-058R – Heating Ventilation, Air Conditioning Equipment, Products, Service and Repairs
Closing Date: Monday, September 8, 2025 3:00 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike through type are deletions from existing text. Words in underlined type are additions to existing text.

PLEASE NOTE: THE DUE DATE FOR THIS PROJECT HAS BEEN CHANGED TO SEPTEMBER 8, 2025, AT 3:00 PM.

PLEASE NOTE: THE PRICE SCHEDULES HAVE BEEN MODIFIED TO INCLUDE THE CHANGES BELOW:

PLEASE NOTE THE FOLLOWING ADDITIONS TO SECTION 2.11 CITY EQUIPMENT:

District Energy Services	**Cooling Tower CT-1 – Tower Tech** **Model: TTXR-101950 / Serial No: 2019-026-01 /** **Date of MFG: 04-30-2019.** **Serial No: 2019-012-01** **Date of MFG: 03-05-2019** **Cooling Tower CT-2 -** Tower Tech **Model: TTXR-101950 / Serial No: 2019-012-02 /** **Date of MFG: 03-052019** **Serial No: 2019-026-02 / Date: 04-30-2019**
	CHILLER-1 **Model: CVHF1470 / Serial No: L19E02060** **Date of MFG: 06-05-2019** **CHILLER-2** **Model: CVHF1470 / Serial No: L19D01996** **Date of MFG: 06-05-2019** **CHILLER-3** **Model: HDWA400 / Serial No: L20J03501** **Date of MFG: 02-12-2020**

Please note the following additions to Section 2.12 INSPECTION SCHEDULE PREVENTATIVE MAINTENANCE:
COOLING TOWERS:

Component	Maintenance Frequency	Action To Be Taken
Shell Surfaces*	Annually	Visual Inspection
Drift Eliminators*	Annually	Visual Inspection
Fill Media	Annually	Visual Inspection
Fan Motors	Annually***	Amp/Volt Check
Fan Motors*	Semi Annual	Visual Inspection
Spin Free Nozzles	Semi Annual	Visual Inspection
Fan Guards*	Monthly	Visual Inspection
Fan Blade Clearance*	Monthly****	Visual Inspection
Fan Motors**	Monthly**	Turn On Briefly
Mechanical Float Valve*	Quarterly	Visual Inspection
Sump Screen*	Monthly	Visual Inspection
Immersion Basin Heater	N/A	N/A
Water Collection System*	Semi Annual	Visual Inspection

****The Cooling Towers are Direct Drive and each cell has 10 motors for a total of 40 motors.**

Note:

* Items completed during a single walk around & under tower module, at specified intervals. Inspection time is expected to be completed in less than five minutes per tower module.

** Required only if tower is not operated regularly for an extended period of time.

*** Required only if motor has tripped more than 3 times within any 30-day period.

**** After installation of replacement Fan Assembly.

WATER COOLED CHILLERS:

Tonnage for chillers 1, 2, and 3 are 1500lbs, 1500lbs and 400 lbs, respectively.
Chillers one and two are not in operation. Annual maintenance is performed on one and two according to manufacturers' recommendation.

SCOPE FOR CHILLER 3

Quarterly

- Visual Inspection on all equipment to determine accurate range of operation.

SEMI - ANNUAL

Standard Storage Maintenance Procedure:

- Remove holding nitrogen charge
- Remove thrust bearing inspection cover
- Start oil pump using auxiliary power
- Manually rotate the compressor shaft 450 degrees (1.25 turns)
- Re-seal the compressor
- Re-evacuate the chiller correctly
- Re-install a 5 psi dry nitrogen holding charge

Annual

- Perform fluid pH test
- Leak detection inspection
- Inspect safety controls, electrical components and UPS
- Inspect all piping components.
- Clean in-line strainers
- Inspect vent piping for all relief valves for presence of refrigerant
- Inspect and clean the condenser tubes for fouling
- Visually inspect water box hinges

36 Months

- Do a tube test. Use a nondestructive tube test to inspect the condenser and evaporator tubes.

60 Months

- Drain and replace the drive cooling fluid and replace the fluid strainer when servicing the fluid.

120 Months

- Replace battery.

****

General Information:

Please use Optional Tab in the documents upload section to add any extra technician certification or licensing information or any other RELEVANT documentation that you would like to submit to support the proposal.

Please acknowledge Addendum No. 5 with your bid submittal at the following link:

https://boynton-beach.bidsandtenders.net/Module/Tenders/en

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific Solicitation.

Sincerely,

City of Boynton Beach
Financial Services

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

ADDENDUM No. 6

Friday, September 5, 2025
25-058R – Heating Ventilation, Air Conditioning Equipment, Products, Service and Repairs
Closing Date: Monday, September 8, 2025 3:00 PM

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum shall govern. Words in strike through type are deletions from existing text. Words in underlined type are additions to existing text.

PLEASE NOTE: THE PRICE SCHEDULES HAVE BEEN MODIFIED TO INCLUDE THE CHANGES BELOW:

A Price Schedule for Monthly Maintenance for District Energy Services – Cooling Tower has been added.

The Price Schedule for Quarterly Maintenance – District Energy Services has been more clearly defined to include Cooling Towers, Pumps and Chillers.

Please note that RFP 25-058R Citywide Heating, Ventilation & Air Conditioning Equipment, Maintenance, Products, Services and Repairs R-3 has been uploaded to the Document Upload Section.

Please acknowledge Addendum No. 5 with your bid submittal at the following link:

https://boynton-beach.bidsandtenders.net/Module/Tenders/en

If you have any further questions or require additional clarification, please submit to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific Solicitation.

Sincerely,

City of Boynton Beach
Financial Services

25-058R - CITYWIDE HEATING, VENTILATION, & AIR CONDITIONING EQUIPMENT, MAINTENANCE, PRODUCTS, SERVICES AND REPAIRS

Opening Date: July 18, 2025 5:30 PM

Closing Date: September 8, 2025 3:00 PM

Vendor Details

Company Name:	SHAMTEC INC
Does your company conduct business under any other name? If yes, please state:	FLORIDA
Address:	13963 67 STREET N WEST PALM BEACH, FLORIDA 33412
Contact:	SHAMEER MOHAMED
Email:	shamtec@yahoo.com
Phone:	561-352-4208
Fax:	561-352-4208
HST#:	651275764

Submission Details

Created On:	Monday August 11, 2025 09:30:24
Submitted On:	Sunday September 07, 2025 09:51:08
Submitted By:	SHAMEER MOHAMED
Email:	shamtec@yahoo.com
Transaction #:	be82ebd7-d006-4329-b5a1-527353dc4e4e
Submitter's IP Address:	147.243.243.77

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses.

☐ We will not be submitting for Confirmation of Minority Owned Business

Description	Response *	Comments	
Is your company a Minority Owned business?	Yes		
Please select the appropriate response	Other		
Do you possess a certification qualifying your business as a Minority Owned business?	Yes		
Issuing organization name	Input response in comments box to the right	Small/Minority Business Enterprise (S/MBE)	*
Date of Issuance	Input response in comments box to the right	March 22,2022	*

Letter of Interest

The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Attached

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☐ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ◉ No	◉ Yes ○ No	◉ Yes ○ No	19	CAC1815132

OFFEROR'S QUALIFICATION STATEMENT

Line Item	Description	Response *
1	How many years has your organization been in business under its present name?	19
2	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute.	NO
3	Under what former name (s) had your business operated? Also list former address(es) of that business, if any.	NONE
4	Have you ever been disbarred or suspended from doing business with any governmental entity? If Yes, explain.	NO
5	Are you licensed? If Yes, attach copy of license to submission package.	ATTACHED
6	Has your company ever declared bankruptcy? If Yes, explain.	NO
7	If Proposer is a corporation, answer the following: date and state of incorporation, president and vice president's name, name Registered Agent, and date of organization:	04-20-2006
8	If Proposer is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:	NO
9	What will be your turn a round time for written responses to City inquiries?	UPON REQUEST
10	List the pertinent experience of the key individuals of your organization (continue on additional sheet of paper, if necessary)	ATTACHED
11	State the name of the individual who will have personal supervision of the work:	Shameer Mohamed

SCRUTINIZED COMPANIES DETERMINATION

By submission of this qualification package and if selected by the City as the CONSULTANT, execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONSULTANT, certifies that CONSULTANT is not participating in a boycott of Israel. CONSULTANT further certifies that CONSULTANT is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, nor has CONTRACTOR been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the CITY will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The CITY shall provide notice, in writing, to the CONSULTANT of the CITY's determination concerning the false certification. CONSULTANT shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, CONSULTANT shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If CONSULTANT does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

Line Item	Description	Response *
1	I Hereby Acknowledge the Scrutinized Companies - Florida Statute 287.135 and 215.473 Information Above and Will Abide by Everything Outlined in this Section.	(•) Yes ( ) No

E-VERIFY

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Contractor, or any subcontractor/subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor. An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts.
Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Line Item	Description	Response *
1	I Hereby Acknowledge the E-VERIFY Information Above and Will Abide By Everything in this Section.	(•) Yes ( ) No

PALM BEACH COUNTY INSPECTOR GENERAL

The Proposer if awarded, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Contractor and its sub-contractor and lower-tier sub-contractors.

The Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractors or its sub-contractors or lower-tier sub-contractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this Agreement justifying its termination.

Line Item	Description	Response *
1	I Hereby Acknowledge the Palm Beach County Inspector General Information Above and Will Abide by Everything in this Section.	Yes

CERTIFICATION

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we (I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation to Bid.

Line Item	Description	Response *	Options
1	Company Name	Shamtec Inc	
2	Address	13963 67th Street North West Palm Beach Florida	
3	Telephone	561-352-4208	
4	City	West Palm Beach	
5	State	Florida	
6	Zip Code	33412	
7	Contractor's License Number	CAC1815132	
8	Federal Tax ID Number	651275764	
9	Email address for above signer	Shamtec@yahoo.com	
10	Indicate which type of organization from the list in the Options Column	S Corp.	Corporation

VENDOR DRUG FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:
IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid 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:
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.
1. 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.
2. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
3. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
4. Impose a section 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.
5. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Line Item	Description	Response *
1	I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything in this Section.	Yes

References

1. **References – Past Performance**

   Provide a list of three (3) governmental agency references or similar contracts for which the Proposer has completed or is in progress within the past ten (10) years with the following information:

2. Name of Agency
3. Address
4. Contact Name, Email Address
5. Telephone Number

The City is interested in learning about other firms' or government agencies' experiences with your firm; as such, please do not list the City of Boynton as a reference.

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee may **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Company Name	Palm Beach County Fire Rescue	City of Weston	Palm Beach County
Address	2601 Vista Parkway West Palm Beach, FL 33411	20200 Saddle Club Road Weston, Florida 33327	2633 Vista Parkway West Palm Beach, FL 33411
Contact Name	John Molina	Francisco Lopez	Fred Hertzer
Phone	561-723-4019	305-636-9522	954-461-1866
Email	jmolina@pbc.gov	flopez@westonfl.org	fhertzer@pbcgov.org

Subcontractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall not indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

Schedule of Sub-Consultants

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required. If not applicable or if no-subconsultants will be used in the performance of this Work, write “Not-Applicable” or “NONE” across the form.

☑

By clicking here I confirm that there are no Subcontractor(s)/Subconsultant(s) and the Bidder shall perform the project with their “**OWN FORCES**”.

Line Item	Name of Sub-Consultant *	Address of Sub-Consultant *	License No. *	Contract Amount *	Percentage (%) of Contract *
1					

Documents

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- Proposer’s Qualifications - qUALIFICATION statement (2).pdf - Wednesday September 03, 2025 15:24:57
- Non-collusion Affidavit and Acknowledgement - scan - 2025-09-03T152712.333.pdf - Wednesday September 03, 2025 15:27:24
- E-Verify Form Under Section 448.095 - scan - 2025-09-03T152734.467.pdf - Wednesday September 03, 2025 15:27:43
- Certification Pursuant to Florida Statute § 287.135 - 287.135.pdf - Wednesday September 03, 2025 15:21:06
- Anti-Kickback Affidavit - antikickback.pdf - Wednesday September 03, 2025 15:21:19
- Affidavits of Compliance with Foreign Entity Laws & Anti Human Trafficking Laws - human trafficing.pdf - Wednesday September 03, 2025 15:28:05
- Proof of State Certified License - walletlicense3177412.pdf - Wednesday September 03, 2025 15:31:27
- Certificate of Insurance - Please see new insurance requirements. - COI (2).pdf - Wednesday September 03, 2025 15:21:33
- Form W-9 - scan - 2025-09-03T160202.521.pdf - Wednesday September 03, 2025 16:02:14
- Additional Document - boynton beach hvac bid doc.pdf - Sunday September 07, 2025 09:50:27

SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

Unless otherwise agreed to by the City of Boynton Beach ("City"), the following Standard Terms and Conditions are applicable to this solicitation and the resulting Agreement. The term "vendor," as used below, may collectively apply to vendors, bidders, proposers, consultants, contractors, subcontractors, and subconsultants.

5.1 FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:

Before submitting a proposal to this RFP, proposers shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

Proposers must familiarize themselves with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the goods/services offered and any other applicable federal requirements now in effect or imposed in the future. Lack of knowledge by the Proposer shall not be a cause for relief from responsibility.

5.2 NON-COLLUSION

Proposer shall not collude, conspire, connive, or agree, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by a person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

5.3 LEGAL CONDITIONS

Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and Ordinances of the City of Boynton Beach.

5.4 CONFLICT OF INTEREST

The award is subject to all conflict-of-interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

5.5 ADDITIONAL HOURS QUANTITIES

The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices proposal in this solicitation.

If additional quantities are not acceptable, the price proposal sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

5.6 DISPUTES

In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

5.7 LEGAL REQUIREMENTS:

Proposer shall comply with all Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

5.8 ON PUBLIC ENTITY CRIMES

All Request for Proposals as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract or provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor, 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

5.9 FEDERAL AND STATE TAX:

The City of Boynton Beach is exempt from Federal and state taxes.

5.10 PURCHASE ORDER REQUIRED:

The City will not accept any goods delivered or services performed unless a duly authorized purchase order has been issued for said goods and/or services. The purchase order number must appear on all invoices, packing slips, and all correspondence concerning the order.

5.11 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

The Proposer certifies that all material, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies that if awarded as the Consultant, and the material equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of delivery, all costs necessary to bring the materials, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Proposer.

Proposer certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

5.12 PALM BEACH COUNTY INSPECTOR GENERAL:

The Proposer and, if awarded Consultant, is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any Agreement resulting from this solicitation and, in furtherance thereof, may demand and obtain records and testimony from the Consultant and its sub-consultant and lower-tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this Agreement justifying its termination.

5.13 OTHER AGENCIES

Any Agreement(s) resulting from this RFP and from this submitted proposal may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions if agreed to by both parties.

It is understood that at no time will any city, county, municipality, or other agency be obligated to place an order for any other city, county, municipality, or agency, nor will any city, county municipality, or agency be obligated for any bills incurred by any other city, county, municipality, or agency.

Further, it is understood that each agency will issue its own purchase order or contract to the awarded Proposer(s).

5.14 VENUE AND GOVERNING LAW:

Any and all legal actions arising from or necessary to enforce this solicitation and resulting Agreement will be held exclusively in Palm Beach County and shall be interpreted according to the laws of Florida.

5.15 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

- The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.
- During the performance of the Agreement, the Consultant and its sub-consultants shall not discriminate against any employee or applicant for employment because of race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.
- The Consultant will take affirmative action to ensure that employees and those of its sub-consultants are treated during employment, without regard to their race, color, sex, including pregnancy, religion, age, national origin, ancestry, marital status, political affiliation, familial status, sexual orientation, gender identity, expression, or disability if qualified.
- Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- The Consultant and its sub-consultants shall agree to post in conspicuous places, available to its employees and applicants for

employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- The Consultant further agrees that they will ensure that all sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.
- The Consultant understands and agrees that a material violation of this section shall be considered a material breach of this solicitation and the resulting agreement/contract and may result in termination of the agreement/contract, disqualification, or debarment of the company from participating in City contracts, or other sanctions.

5.16 INDEPENDENT CONTRACTOR RELATIONSHIP:

The Proposer and, if awarded Consultant, is, and shall be, in the performance of all work, services, and activities under this solicitation and the resulting Agreement, an independent Contractor and not an employee or agent of the City. All persons engaged in any of the work or services performed pursuant to the Agreement shall, at all times and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Consultant's relationship, and the relationship of its employees, to the City shall be that of an independent contractor and not as employees or agents of the City.

5.17 OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

5.18 LOBBYING - CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for the award of contract to the Proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

5.19 LEGAL EXPENSES:

The City shall not be liable to a Proposer for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the Agreement, or any other matter generated by or relating to the Agreement.

5.20 NO THIRD-PARTY BENEFICIARIES:

No provision of this RFP or agreement/contract to follow with Consultant is intended to, or shall be construed to, create any third-party beneficiary or to provide any rights to any person or entity not a party to the agreement/contract, including but not limited to any citizen or employees of the City and/or Proposer.

5.21 DIRECT OWNER PURCHASES:

The City reserves the right to issue purchase orders for materials to either the Contractor/Consultant/Vendor or the City’s suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

5.22 SCRUTINIZED COMPANIES:

By submission of a proposal for this solicitation, Consultant, its principals, or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a bid for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

Any amount of, at the time bidding on, submitting a bid for, or entering into or renewing such Agreement, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

One million dollars or more if, at the time of bidding on, submitting a bid for, or entering into or renewing such Contract, the company:

Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or is engaged in business operations in Syria.

5.23 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

5.24 NON-EXCLUSIVE

As may be applicable, the City reserves the right to acquire some or all of these goods and services through a State of Florida contract pursuant to the City's Procurement Policy, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after an agreement/contract may be awarded.

Additionally, the City reserves the right to award other agreements for goods and services falling within the scope of this solicitation and resultant Agreement when the specifications differ from this solicitation or resultant Agreement, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant Agreement.

5.25 BUSINESS INFORMATION

If a proposing firm is a Joint Venture for the goods/services described herein, the Proposer shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

5.26 AGREEMENT

Proposer agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding Agreement is formed in accordance with the City's terms, conditions, and specifications as set forth in the purchase order unless otherwise agreed by the City and the Proposer. The Proposer certifies that the proposal has been made by an officer or employee having the authority to bind the Proposer.

5.27 ENDORSEMENTS

No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form.

5.27 DRUG-FREE WORKPLACE

The Consultant shall implement and maintain a drug-free workplace program of at least the following items:

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.

A. Inform employees about the dangers of drug abuse in the workplace, the Proposer'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.

B. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.

C. In the statement specified in Item A above, notify the employees that, as a condition of providing the services that are under contract, the employee will abide by the terms of the statement and will notify the Proposer 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) calendar days after such conviction or plea.

D. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, for any employee who is so convicted or so pleads.

E. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

5.29 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Proposer represents and certifies that Proposer and all Sub-consultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Proposer represents and certifies that Proposer and all Sub-consultants shall not provide or use such covered telecommunications equipment, system, or services during the Term.

5.30 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Consultant. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

5.31 RIGHTS IN DATA

Except if otherwise agreed to in writing, the City shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Proposer pursuant to the terms of this solicitation, including but not limited to reports, memoranda or letters concerning the research and reporting tasks required.

5.32 DOCUMENTATION OF COSTS

All costs submitted shall be supported by properly executed payrolls, time records, invoices, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the resulting contract/agreement shall be clearly identified and regularly accessible and provided to the City upon request.

5.33 PUBLIC RECORDS

Sealed documents received by the City in response to a Request for Proposals are exempt from public records disclosure until thirty (30) calendar days after the opening of the RFP unless the City announces intent to award sooner, in accordance with Florida Statutes 119.071.

The Consultant agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings, or data relating to the Agreement which have been created as a part of the vendor's services or authorized by the City as a reimbursable expense, whether generated directly by the Consultant, or by or in conjunction or consultation with any other party whether or not a party to the Agreement, whether or not in privity of contract with the City or the Consultant, and wherever located shall be the property of the City.

Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. All submitted information that the responding Proposer believes to be confidential and exempt from disclosure (i.e., a trade secret or as provided for in Section 119.07, Chapter 688, and Section 812.081, F.S.) must be specifically identified as such. Upon receipt of a public records request for such information, a determination will be made as to whether the identified information is, in fact, confidential.

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

A. Keep and maintain public records required by the City to perform the service.
B. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law.
C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the Agreement, Consultant shall destroy all copies of such confidential and exempt records remaining in its possession once the Consultant transfers the records in its possession to the City; and
D. Upon completion of the Agreement, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by consultant must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
E. Failure of the Consultant to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the resulting Agreement. The City shall have the right to exercise all remedies available to it for breach of agreement/contract, including but not limited to, the right to terminate for cause.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF

PUBLIC RECORDS:

CITY CLERK'S OFFICE

100 EAST OCEAN AVENUE

BOYNTON BEACH, FLORIDA, 33435

561-742-6060

CityClerk@bbfl.us

5.34 **SOVEREIGN IMMUNITY**

Nothing contained herein is intended to serve as a waiver of sovereign immunity by the City or as a waiver of limits of liability or rights the City may have under the doctrine of sovereign immunity or under Section 768.28, Florida Statutes.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Shameer Mohamed, Director, shamtec inc
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
25-058R – Heating Ventilation, Air Conditioning Equipment, Products, Service and Repairs - Addendum No. 6 Fri September 5 2025 06:03 PM	☑	2
25-058R – Heating Ventilation, Air Conditioning Equipment, Products, Service and Repairs - Addendum No. 5 Thu September 4 2025 01:29 PM	☑	4
25-058R - Heating Ventilation, Air Conditioning Equipment, Service and Repairs Sun August 31 2025 11:14 PM	☑	2
25-058R - Heating Ventilation, Air Conditioning, Equipment, Products, Service and Repairs Fri August 22 2025 09:54 AM	☑	2
25-058R – Heating Ventilation, Air Conditioning Equipment, Products, Service and Repairs Thu August 21 2025 05:15 PM	☑	7
25-058R – Heating Ventilation, Air Conditioning Equipment, Products, Service and Repairs Tue August 19 2025 01:27 PM	☑	4

PROPOSER'S QUALIFICATION STATEMENT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: City of Boynton Beach
Procurement Services
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Submitted By:
Name: Shameer Mohamed
Address: 13963 67th St N
CITY, State, Zip: West Palm Beach Florida 33412
Telephone No.: 561-352-4208
Fax No.: _____
Email Address.: Shamtec@yahoo.com

Check One	
Corporation	X
Partnership	
Individual	
Other	

1. State the true, exact, correct, and complete name of the partnership, corporation, trade, or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is: Shamtec Inc

   The address of the principal place of business is:
   13963 67th St N
   West Palm Beach Florida 33412

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: 04/20/2006
   b. State of Incorporation: Florida
   c. President's name: Shameer Mohamed
   d. Vice President's name: _____
   e. Secretary's name: Rabyha Khan
   f. Treasurer's name: _____
   g. Name and address of Resident Agent: Shameer Mohamed

3. If Proposer is an individual or a partnership, answer the following:

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

a. Date of organization: 04/20/2006

b. Name, address and ownership units of all partners:
NA

c. State whether general or limited partnership: NA

4. If Proposer is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:
NA

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute. NA

6. How many years has your organization been in business under its present business name?
19

Under what other former names has your organization operated?
NA

7. Indicate registration, license numbers, or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach the certificate of competency and/or state registration.

8. Did you attend the Pre-Proposal Conference if any such conference was held?
YES [X] NO [ ]

9. Have you ever failed to complete any work awarded to you? If so, state when, where, and why:
NO

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)
Experience of our individuals include HVAC/R trade knowle
and practical.

11. State the name of the individual who will have personal supervision of the work:
Shameer Mohamed

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

12. State the name and address of the attorney, if any, for the business of the Proposer:
NA

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:
NA

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:
NA

15. State the name of the Surety Company which will be providing the bond (if applicable), and the name and address of the agent:
NA

16. Annual Average Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	3
b.	Non-Governmental Related Work	1
	Total Work (a +b):	

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

17. Bank References:

Bank **Address** **Telephone**

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

18. Describe policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).
Our firm monitors all projects and control all bud

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary): Our firm controls and manage all task that are taken upon us.

20. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?
YES [ ] NO [X]

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).
Upon request we can provide.

22. What will be your turnaround time for written responses to City inquiries?
Same day.

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.
N/A

24. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.
N/A

25. List and describe all criminal proceedings or hearings concerning business-related offenses to which the Proposer, its principals or officers, or predecessors' organization(s) were defendants.

26. Has the Proposer, its principals, officers, or predecessors' organization(s) been convicted of a Public Entity Crime, debarred, or suspended from bidding by any government during the last five (5) years? If so, provide details.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) Shameer Mohamed

(Title) MANAGER

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing document was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 18th day of August, 2025, by Shameer Mohamed as MANAGER of SHAMTEC INC who is personally known to me or who has produced DL-530-788-64-091-0 as identification.

Rabyha Khan
Notary Public (Signature)

My Commission Expires: 08/09/2028

RABYHA KHAN
Commission # HH 513587
Expires August 9, 2028

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of FLORIDA)
:
County of PALM BEACH)

SHAMEER MOHAMED-, being first duly sworn, deposes and says that:

1) He/She is MANAGER (Title) of SHAMEER MOHAMED (Name of Corporation or Integrator), the proposer that has submitted the attached BID:

2) He/She is fully informed respecting the preparation and contents of the attached submittal and of all pertinent circumstances respecting such submittal;

3) By signing and submitting this bid, the BIDDER certifies that this bid is made independently and free from collusion;

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, integrator or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, integrator 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 element of the BID price or the BID price of other proposer or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **City of Boynton Beach** or any person interested in the proposed Contract; and

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 of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) BIDDER shall disclose below, to their best knowledge, any City of Boynton Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2022), who is an officer of director or, or has a material interest in, the BIDDER's business, who is in a position to influence this procurement. Any City of Boynton Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the BIDDER, or if they otherwise stand to personally gain if the contract is awarded to this BIDDER.

7) Failure to submit this executed statement as part of the bid shall make the bid non-responsive and not eligible for award consideration. In the event the BIDDER does not indicate any names, the CITY shall interpret this to mean that the BIDDER has indicated that no such relationships exist. Failure of a BIDDER to disclose any

relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP

Witnesses:

Typed name:

Typed name:

BIDDER:

Signed:

Name:

Title:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 18th day of August, 2025, by Shameer Mohamed, who is personally known to me or who has produced DL 530-788-64-081-0 as identification.

Subscribed and sworn to before me
This 18th day of August, 2025

NOTARY PUBLIC STATE OF FLORIDA
RABYHA KHAN
Commission # HH 513587
Expires August 9, 2028

Rabyha Khan.
Notary Public (Signature)

My Commission Expires: 08/09/2028

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

Project Name: CITYWIDE HEATING, VENTILATION, & AIR CONDITIONING EQUIPMENT, MAINTENANCE, PRODUCTS, SERVICES AND REPAIRS

Solicitation No.: 25-058R

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
   a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
   b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
   c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
   b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
   c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:	Shamtec Inc
Authorized Signature:	Shameer Mohamed
Print Name:	Shameer Mohamed
Title	Director
Date:	18th August 2025
Phone:	561-352-4208

STATE OF Florida)
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 18th day of August, 2025, by Shameer Mohamed on behalf of SHAMTEC INC. He/she is personally known to me or has produced DL-530-788-64-080-0 as identification.

Rabyha Khan
NOTARY PUBLIC
Rabyha Khan
(Name of Notary Typed, Printed or Stamped)

NOTARY PUBLIC STATE OF FLORIDA
RABYHA KHAN
Commission # HH 513587
Expires August 9, 2028

Title or Rank

Serial number, if any

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

TO BE COMPLETED AND UPLOADED ONLINE

I, SHAMEER MOHAMED, on behalf of SHAMTEC INC certify

Print Name and Title MANAGER Company Name

that SHAMTEC INC does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to Section 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may

ANTI-KICKBACK AFFIDAVIT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein submitted will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: Shamea Mohamed
NAME – SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 18 th day of August, 2025, by Shameer Mohamed, who is personally known to me or who has produced DL-530-788-64-081-0 as identification.
Sworn and subscribed before me

this MANAGER DL 530-788-64-081-0

Printed Information:

SHAMEER MOHAMED
NAME

MANAGER
TITLE

Rabyha Khan
NOTARY PUBLIC, State of Florida at Large

SHAMTEC INC
COMPANY

RABYHA KHAN
Commission # HH 513587
Expires August 9, 2028

"OFFICIAL NOTARY SEAL" STAMP

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TO BE COMPLETED AND UPLOADED ONLINE

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: 18th August, 2025

Entity: SHAMTEC INC

Signed: Shameer Mohamed

Name: SHAMEER MOHAMED

Title: MANAGER

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 18 day of August, 2025, by Shameer Mohamed, as MANAGER for SHAMTEC INC, who is personally known to me or who has produced DL 530-788-64-081 as identification.

Notary Public Signature: Rabyha Khan

Print Name: Rabyha Khan

State of Florida at Large (Seal)

RABYHA KHAN
Commission # HH 513587
Expires August 9, 2028

My commission expires: 08/09/2028

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CAC1815132 ISSUED: 07/29/2024
CERTIFIED AIR COND CONTR
MOHAMED, SHAMEER HOSSEIN
SHAMTEC INC

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2026

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER: CAC1815132 **EXPIRATION DATE: AUGUST 31, 2026**

THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MOHAMED, SHAMEER HOSSEIN
SHAMTEC INC
13963 67TH ST N
WEST PALM BEACH FL 33412

ISSUED: 07/29/2024

Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

SHAMT-1

OP ID: AC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/25/2025

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

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

PRODUCER Albertz Insurance Agency 2324 S Congress Ave 2GB West Palm Beach, FL 33406 Amanda J Cartwright 561-721-2700	CONTACT NAME: Amanda Cartwright PHONE (A/C, No, Ext): 561-721-2700 FAX (A/C, No): 561-721-2070 E-MAIL ADDRESS: acartwright@albertzinsurance.com
INSURED Shamtec Inc. 13963 67th ST N West Palm Beach, FL 33412	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Scottsdale Insurance Company — 41297 INSURER B : Progressive INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR			CPS8231184	06/16/2025	06/16/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)	$ 50,000
	X POLICY PRO-JECT LOC						PERSONAL & ADV INJURY	$ 1,000,000
	OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY X SCHEDULED AUTOS			972626201	09/06/2024	09/06/2025	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

SHAMEER H MOHAMED:
General Contractor License: CGC-1515214
Plumbing Contractor License: CFC-1427785
Air Conditioning Contractor License: CAC-1815132

CERTIFICATE HOLDER

BOYNTON

City of Boynton Beach
Building Department
100 E Boynton Beach Blvd
Boynton Beach, FL 33435

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Amanda J Cartwright

ACORD 25 (2016/03)

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Form **W-9**
(Rev. December 2014)
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.

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

2 Business name/disregarded entity name, if different from above
Shamtec Inc

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
13963 67th street north

Requester's name and address (optional)

6 City, state, and ZIP code
west palm beach 33412

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
6 5 - 1 2 7 5 7 6 4

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person ▶** Shameer Mohamed | **Date ▶** 9/1/25

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

Project Name: CITYWIDE HEATING, VENTILATION, & AIR CONDITIONING EQUIPMENT, MAINTENANCE, PRODUCTS, SERVICES AND REPAIRS

Solicitation No.: 25-058R

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
   a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
   b) All persons (including sub-vendors/sub-consultants/sub-contractors) assigned by Contractor to perform work pursuant to the contract with the City of Boynton Beach. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Boynton Beach; and
   c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

3. Contract Termination

   a) If the City has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09 (1) Fla. Stat., the contract shall be terminated.
   b) If the City has a good faith belief that a subcontractor knowingly violated s. 448.095 (2), but the Contractor otherwise complied with s. 448.095 (2) Fla. Stat., shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
   c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

TO BE COMPLETED AND UPLOADED ONLINE

I, SHAMEER MOHAMED, on behalf of SHAMTEC INC certify

Print Name and Title MANAGER Company Name

that SHAMTEC INC does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Vendor of the City's determination concerning the false certification. The Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from:

1) Contracting with companies for goods or services if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to Section 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Vendor, I hereby certify that the company identified above in the section entitled "Vendor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may

Knowledge Test Results

Congratulations!

Shameer Mohamed (SMOH6070), your score is 89.29%

Shameer Mohamed, you successfully completed this tutorial and passed the E-Verify Knowledge Test on July 13, 2022.

Use your browser's print capability to obtain a copy of this page for your records.

To use E-Verify, select 'Exit Tutorial.'

E-Verify

REMINDER: You must visit 'View Essential Resources' to read the E-Verify User Manual, and you must print and clearly display the 'Notice of E-Verify Participation' and 'Right to Work' posters in all languages supplied by DHS.

An official website of the United States government
Here's how you know

My Company Profile

Company Information

Company Name

Shamtec inc

Doing Business As (DBA)

Shamtec inc

Company ID

1854865

Enrollment Date

Jul 13, 2022

Employer ID Number

651275764

Unique Entity Identifier (UEI)

DUNS Number

825798890

Total Number of Employees

1 to 4

NAICS Code

Previous On List Next On List Return to List

Events **No Name History**

Detail by FEI/EIN Number

Florida Profit Corporation
SHAMTEC, INC.

Filing Information

Document Number	P06000056429
FEI/EIN Number	65-1275764
Date Filed	04/20/2006
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/06/2007
Event Effective Date	NONE

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE CLASS A AIR CONDITIONING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MOHAMED, SHAMEER HOSSEIN

SHAMTEC INC
13963 67TH ST N
WEST PALM BEACH FL 33412

LICENSE NUMBER: CAC1815132

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/29/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Palm Beach County
Office of Equal Business Opportunity

Certifies That

Shamtec Inc.

Vendor # **VC0000120957**

is a Small/Minority Business Enterprise (S/MBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from

March 22, 2022 to March 21, 2025

The following services and/or products are covered under this certification:

Heating, Ventilating and Air Conditioning (HVAC); Plumbing; Roofing Consultant; Roofing and Siding; Services, Plumbing

Allen Gray, Manager
03/22/2022

PALM BEACH COUNTY • FLORIDA

Palm Beach County Board of County Commissioners

Robert S. Weinroth, Mayor
Gregg K. Weiss, Vice Mayor
Maria G. Marino
Dave Kerner
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

State of Florida
Department of State

I certify from the records of this office that SHAMTEC, INC. is a corporation organized under the laws of the State of Florida, filed on April 20, 2006.

The document number of this corporation is P06000056429.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 15, 2025, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fifteenth day of January, 2025

Secretary of State

Tracking Number: 5413582082CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
13963 67TH ST N
WEST PALM BEACH, FL 33412

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
PLUMBING CONTRACTOR	MOHAMED SHAMEER H	CFC1427785	B25.644343 08/03/2025	$27.50	B40114725

This document is valid only when receipted by the Tax Collector's Office.

SHAMTEC INC
SHAMTEC INC
13963 67TH ST N
WEST PALM BEACH FL 33412-1959

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200907807
EXPIRES: 09/30/2026

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
13963 67TH ST N
WEST PALM BEACH, FL 33412

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	MOHAMED SHAMEER H	CGC1515214	B25.644342 08/03/2025	$27.50	B40114726

This document is valid only when receipted by the Tax Collector's Office.

SHAMTEC INC
SHAMTEC INC
13963 67TH ST N
WEST PALM BEACH FL 33412-1959

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200818128
EXPIRES: 09/30/2026

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.gov Tel: (561) 355-2264

****LOCATED AT****
13963 67TH ST N
WEST PALM BEACH, FL 33412

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
AIR CONDITIONING CONTR	MOHAMED SHAMEER H	CAC1815132	B25.644341 08/03/2025	$27.50	B40114727

This document is valid only when receipted by the Tax Collector's Office.

SHAMTEC INC
SHAMTEC INC
13963 67TH ST N
WEST PALM BEACH FL 33412-1959

STATE OF FLORIDA
PALM BEACH COUNTY
2025 / 2026 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200700994
EXPIRES: 09/30/2026

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

TRANE

This is to certify that

Shameer Mohamed

has successfully completed

ASHRAE Standard 15-2022 (2023)

APP-CMC090-EN

August 22, 2025

1 PDH

TRANE
TECHNOLOGIES

TRANE

This is to certify that

Shameer Mohamed

has successfully completed

Applying VRF for a Complete Building Solution

(2020) APP-CMC075-EN

August 22, 2025

1 PDH

TRANE
TECHNOLOGIES

665

TRANE

This is to certify that

Shameer Mohamed

has successfully completed

APP-CMC020-EN Cooling Towers and Condenser-Water Systems (2005)

August 22, 2025

1.5 PDH

TRANE TECHNOLOGIES

999

TRANE

This is to certify that

Shameer Mohamed

has successfully completed

System Controls for Applying ASHRAE Guideline 36

(2024) APP-CMC089-EN

August 22, 2025

1 PDH

TRANE
TECHNOLOGIES

667

TRANE

This is to certify that

Shameer Mohamed

has successfully completed

Modular Chiller Plant Design (2023)

APP-CMC084-EN

August 22, 2025

1 PDH

TRANE TECHNOLOGIES

668

TRANE

This is to certify that

Shameer Mohamed

has successfully completed

Fans in Air-Handling Systems

August 22, 2025

TRANE
TECHNOLOGIES

669

TRANE

This is to certify that

Shameer Mohamed

has successfully completed

Cooling Towers and Condenser-Water Systems

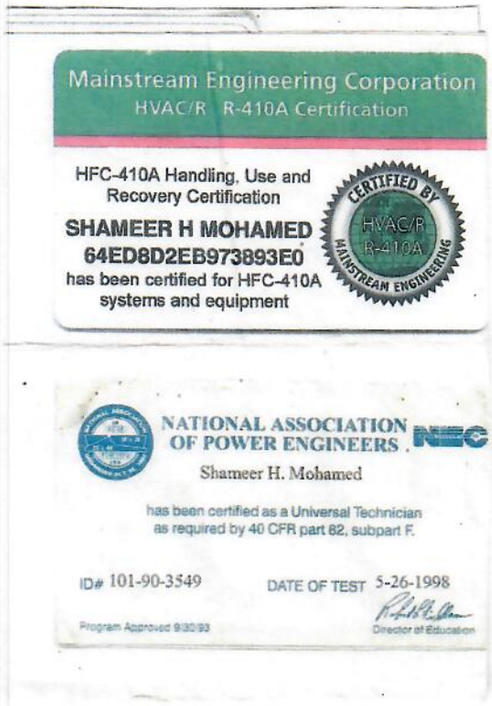
(2005) APP-CMC020-EN

August 22, 2025

1.5 PDH, LEED General

TRANE
TECHNOLOGIES

670



Mainstream Engineering Corporation
HVAC/R R-410A Certification

HFC-410A Handling, Use and Recovery Certification

SHAMEER H MOHAMED
64ED8D2EB973893E0
has been certified for HFC-410A systems and equipment

CERTIFIED BY HVAC/R R-410A MAINSTREAM ENGINEERING

NATIONAL ASSOCIATION OF POWER ENGINEERS, NEC

Shameer H. Mohamed

has been certified as a Universal Technician as required by 40 CFR part 82, subpart F.

ID# 101-90-3549 DATE OF TEST 5-26-1998

Program Approved 9/30/93 Director of Education

MOBILE
Air & Power Rentals

August 28, 2025

Shamtec, Inc.
13963 67th Street N.
West Palm Beach, FL 33412

To Whom it May Concern

Please accept this letter as a sample of potential product offerings Mobile Air & Power Rentals, Inc. can provide.

Air Conditioners	Chillers	Dehumidifiers	
Packaged DX	**Air-Cooled**	**Desiccant**	**Circulation Fans**
5 ton through 100 ton units	Up to 527 tons	Up to 15,000 CFM	Up to 13,000 CFM
Up to 240,000 BTU	Skid and trailer mounted units	Gas and electric options	Safety certified
Skid and trailer mounted units	Integral Pumps	Safety controls	Space saving
Water-Cooled Spot Coolers	**Water-Cooled**	**LGR**	**Air Scrubbers**
1 through 5 tons	Up to 1,000 tons	Automatic humidistat control	Up to 8,000 CFM
Up to 60,000 BTU	Containerized	Up to 400 CFM	Daisy-chainable up to 3 machines
Portable Units	**Cooling Towers**	Self-monitoring systems	HEPA filtration technology
Spot Coolers/Heat Pumps	Up to 1,000 tons	**Air Movers**	**Air Handlers**
1 through 7.5 tons	Open & closed loop towers	1,350 CFM	Up to 27,500 CFM
Up to 92,000 BTU	Skid and trailer mounted units	Portable	Compact & Industrial sized options
Condensate tanks or pumps	Stainless steel basins		

Heat		Power	
Direct Fired	**Portable Electric**	**Portable Generators**	**Transformers**
250,000 through 3.5 Million BTU	1.5kW through 150kW	20kW through 2mW	NEMA 3R weatherproof
Thermostat control	IAQ ready for occupied spaces	Diesel fuel	15kW through 400kW
Up to 7,700 CFM	Great for small spaces	Trailer mounted	Step up or down capable
Indirect Fired	**Concealed Flame**	**Load Banks**	**Power Distribution**
100% clean air	45,0000 through 4.5 Million BTU	100kW through 5,000kW	Spider boxes
500,000 through 4.2 Million BTU	Clean air for occupied spaces	Portable	Transfer switches
Heavy duty blowers	Supplemental heat	Weatherproof	200-1,200 amp I-Line panels

Please let me know if you have any questions. Looking forward to working with your team on any future projects.

Thank you.

Regards.

Juliana Pierre
Technical Sales Representative – Miami
5501 NW 22nd Ave
Tamarac, FL 33309
(786) 570-8770


SHAMTEC INC.
CONSTRUCTION TEAM
REMODELING & CONSTRUCTION
HEATING AIR CONDITIONING
ELECTRICAL PLUMBING SERVICES
CALL 561-352-4208
or 561-628-0985
LIC. CERTIFIED CONTRACTORS, LIC., INSURED
Email:shamtec@yahoo.com
VICTOR



SHAMTEC, INC.

GENERAL CONTRACTOR/ AIR CONDITIONING / PLUMBING / ROOFING CONTRACTOR.

CGC – 1515214 CAC – 1815132 CFC – 1427785 CCC- 1332726

13963 67TH STREET NORTH
WEST PALM BEACH, FL 33412

PHONE: (561) 352- 4208
DATE: 09/02/2025

LETTER OF INTENT

RFP 25-058R- Heating ventilation, Air Conditioning Equipment, Products, Service and Repairs.

To whom it may concern: The of Boynton Beach.

It is with strong interest to have this opportunity to provide this RFP 25-058R package for the City of Boynton Beach Florida.

This letter of intention to bid for these services, and to give you a little insight into our company Shamtec Inc.

We have been a Certified Company in the State of Florida since April of 2006.and currently a holder of the following Florida State Licenses.

Certified General Contractor. # CGC 1515214

Certified Air Conditioning Contractor. # CAC 1815132

Certified Plumbing Contractor. # CFC 1427785

Certified Roofing Contractor. # CCC 1332726

We currently have a staff of 15 trades personnel; of which some of them can perform multiple trades.

For the past 18 years we have been providing Constructional, Plumbing and HVAC services throughout the State of Florida ranging from Residential homes, Medical Facilities and Commercial buildings. Some for-Palm Beach County and other Municipalities within state. Shamtec Inc, currently servicing all 50 Fire Station for Palm Beach County, 4 of a 5-year contract.

Throughout the past years we have demonstrated a deep understanding, knowledge and initiative in enhancing the HVAC, Plumbing and Construction industry. At Shamtec Inc, we have the reputation for providing these services in all different trades. We are committed to delivering.

Shamtec Inc welcome this opportunity to provide our skills and expertise for this HVAC Service and Repairs.

Thank you for considering this letter of interest. I, Shameer Mohamed, look forward to working with you at The City of Boynton Beach, Florida.

Thank you.

Sincerely: Shameer Mohamed



SHAMTEC, INC.

GENERAL CONTRACTOR/ AIR CONDITIONING / PLUMBING / ROOFING CONTRACTOR.

CGC – 1515214 CAC – 1815132 CFC – 1427785 CCC- 1332726

13963 67TH STREET NORTH
WEST PALM BEACH, FL 33412

PHONE: (561) 352- 4208

Proposal Criteria Response

To the evaluation committee.

The following is a response for the evaluation process.

1. Shamtec Inc, have **18 years** of experience in Florida, the following are some of the municipalities HVAC services rendered to. Palm Beach County (active contract IFB-22-040), City of Weston from 2017 to 2024., City of Greenacres from 2022 to 2024. City of Boca Raton 2007 to 2013.

Leak checking: We use infrared leak detection tools to diagnose all HVAC equipment leaks.
Refrigerant Recovery process: All **safety measures** are taken in this process. **Recovery machine** is connected to your **gauges**, **recovery cylinder** and the AC unit. Valve cores can be removed to speed up recovery process, **purge** all air from hoses before starting recovery process, take all liquid refrigerant first, **monitor recovery tank weight with a scale,** once system is nearly empty then you can finish the **vapor process**. **Purge hoses, machine** and **disconnect.** Recovery cylinder is then **labeled, recorded and stored in a safe manner**.

2. At Shamtec Inc, our personnel have the qualifications, Managerial and supervisory experience for these Tenders. We are Certified by the State of Florida for several trades, Academically and vocationally. All copies of licenses submitted. A **letter from the rental equipment company** is submitted with all equipment available at time of need.
3. **Operational Ability**: We at Shamtec Inc provide a positive approach to any services rendered. Technical trades employees (15). Hours of operations 24/7, 365 days on contracts. Regular hours 8 am – 5 pm M-F. Start- up sheets / procedure, logs, post work reports and photos submitted.
4. **Implementation / Timeline:** We provide a timely response within 2 hours or earlier from time of notification. Technicians are available 24/7 365 days.
5. **Proposed Cost:** After visiting the listed sites and equipment, we can assure you that our pricing is very accurate at this time considering your scope of service provided.
6. **Local Business Preference:** We are not. Sorry. We are in Palm Beach. We cover areas from Boca Raton to Jupiter for Palm Beach County contract.

Thank you.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2025

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

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

PRODUCER	**CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc.
Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	**PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED SHAMTEC INC 13963 67TH ST N WEST PALM BEACH FL 334121959	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Markel Insurance Company 38970 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 4620761 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	MWC0213097-03	05/05/2025	05/05/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Contractor License: CAC 1815132
Job Reference: AC SERVICE

CERTIFICATE HOLDER

City of Boynton Beach, Att. Risk Management
100 E Ocean Ave.
Boynton Beach FL 33435

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

SHAMT-1 OP ID: AC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/24/2025

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

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

PRODUCER Albertz Insurance Agency 2324 S Congress Ave 2GB West Palm Beach, FL 33406 Amanda J Cartwright 561-721-2700	CONTACT NAME: Amanda Cartwright PHONE (A/C, No, Ext): 561-721-2700 FAX (A/C, No): 561-721-2070 E-MAIL ADDRESS: acartwright@albertzinsurance.com
INSURED Shamtec Inc. 13963 67th ST N West Palm Beach, FL 33412	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Scottsdale Insurance Company — 41297 INSURER B : Progressive INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			CPS8231184	06/16/2025	06/16/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 50,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			972626201	09/06/2025	09/06/2026	BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

SHAMEER H MOHAMED
General Contractor License: CGC-1515214
Plumbing Contractor License: CFC-1427785
Air Conditioning Contractor License: CAC-1815132

CERTIFICATE HOLDER

BOYNTON

City of Boynton Beach
ATTN: Risk Management
100 E Ocean Ave
Boynton Beach, FL 33435

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Amanda J Cartwright

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The ACORD name and logo are registered marks of ACORD

SHAMT-1 OP ID: AC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/30/2025

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PRODUCER Albertz Insurance Agency 2324 S Congress Ave 2GB West Palm Beach, FL 33406 Amanda J Cartwright 561-721-2700	CONTACT NAME: Amanda Cartwright PHONE (A/C, No, Ext): 561-721-2700 FAX (A/C, No): 561-721-2070 E-MAIL ADDRESS: acartwright@albertzinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Scottsdale Insurance Company — 41297
INSURED Shamtec Inc. 13963 67th ST N West Palm Beach, FL 33412	INSURER B : Progressive
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR			CPS8231184	06/16/2025	06/16/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 50,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO			972626201	09/06/2025	09/06/2026	BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

SHAMEER H MOHAMED
General Contractor License: CGC-1515214
Plumbing Contractor License: CFC-1427785
Air Conditioning Contractor License: CAC-1815132

CERTIFICATE HOLDER

BOYNTON

City of Boynton Beach
ATTN: Risk Management
100 E Ocean Ave
Boynton Beach, FL 33435

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Amanda J Cartwright

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Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

11/ 4/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Ordinance No. 25-018- Second Reading, An ordinance of the City of Boynton Beach, Florida amending Chapter 14 "Motor Vehicles and Traffic," Section 14-5 "Stopping, standing, parking, or storage prohibited in specified places," and creating new sections thereunder; providing for conflicts, severability, codification; and providing an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-018, on Second Reading.

Explanation of Request: The City's current parking regulations under Section 14-5 have not been comprehensively updated since 2004. Staff has conducted a comparative analysis of Boynton Beach's parking standards against various municipalities located in Palm Beach County to identify potential improvements and modernization opportunities.

Proposed changes include:

- Removed language allowing vehicles to park within the public right-of-way.
- Added language prohibiting parking, stopping, standing, at any time within the right-of-way, public or private yards, swales, or easements adjacent to a paved or unpaved road or street.
- Added an exception allowing temporary parking in a yard for social or other events held at a residence, provided such parking shall not exceed eight (8) hours in a twenty-four (24) hour period.

How will this affect city programs or services? May need to outsource additional Code Enforcement Officer or Parking Enforcement Officers to consistently enforce.

Account Line Item and Description: N/A

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Ord 25-018 Prohibit_stopping_standing_parking_in_specific_places.docx
business-impact-estimate-3536-2025.docx

ORDINANCE NO. 25-018

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CODE OF ORDINANCES CHAPTER 14, "MOTOR VEHICLES AND TRAFFIC," SECTION 14-5 "STOPPING, STANDING, PARKING, OR STORAGE PROHIBITED IN SPECIFIED PLACES," CLARIFYING PROHIBITIONS AND CREATING NEW SECTIONS THEREUNDER; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach, Florida's ("City") current parking regulations under Section 14-5 have not been comprehensively updated since 2004; and

WHEREAS, City staff has conducted a comparative analysis of the City's parking standards against various municipalities located in Palm Beach County to identify potential improvements and modernization opportunities; and

WHEREAS, staff has determined that the proposed change will clarify and uniformly regulate residents' ability to park or stop in certain city areas.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THAT:

Section 1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this reference.

Section 2. Chapter 14 "Motor Vehicles and Traffic," Section 14-5 "Stopping, standing, parking, or storage prohibited in specified places" is hereby amended to read as follows:

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Sec. 14-5. Stopping, standing, parking, or storage prohibited in specified places.

***

(4) ~~No vehicle can be stored on the public right-of-way. A vehicle shall be considered stored, as opposed to parked, when the vehicle is not operated and moved, for a minimum of one-half (½) hour, at least once during a thirty-six (36) hour period.~~ No person shall at any time stop, stand, park, or allow to be parked a vehicle on public right-of-way, a public or private yard, swale, or easement adjacent to a paved or unpaved road or street. This provision shall not apply during an "open house" or other special or social event in areas where temporary parking is permitted by the host or neighbors and is parked in a manner that does not obstruct traffic flow.

a. Temporary parking of vehicles in a yard is permitted for social or other events held at a residence, provided such parking shall not exceed eight (8) hours in a twenty-four (24) hour period.

b. The foregoing exception does not apply to short-term rentals.

(5) No vehicle can be parked ~~or stored~~ on the public right-of-way for any period of time unless the front, rear, and side reflectors and the license plate are visible; and except where adequate provision for motor vehicles has been provided by marked spaces or where signs clearly indicating that vehicle parking is permitted have been posted at such locations.

(6) Stand or park a vehicle, whether occupied or not, in a designated parking space on or along any street, roadway, or right-of-way under the jurisdiction of the Florida Department of Transportation in contravention ~~to~~of the parking restrictions set forth in any general use permit issued to the City by the Florida Department of Transportation. A general use permit authorizes the City to restrict the hours of continuous parking along a designated street, roadway, or right-of-way, and to install and maintain signage specifying the continuous parking restriction, the hours ~~in~~during which the restriction is applicable, and the street, roadway, or right-of-way on which the restriction is applicable. Signage in accordance with this section and the general use permit shall be conspicuously posted, identifying the restricted parking zone and the hours in which the restricted parking is applicable.

***

Section 3. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a

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Words in underlined type are additions.

part of the Code and Ordinances of the City of Boynton Beach, Florida, and that Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 4. This Ordinance shall take effect immediately upon passage.

[SIGNATURES ON THE FOLLOWING PAGE]

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Words in underlined type are additions.

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this ____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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Words in <u>underlined</u> type are additions.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CODE OF ORDINANCES CHAPTER 14, "MOTOR VEHICLES AND TRAFFIC," SECTION 14-5 "STOPPING, STANDING, PARKING, OR STORAGE PROHIBITED IN SPECIFIED PLACES," AND CREATING NEW SECTIONS THEREUNDER, PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance change will provide clarity and consistency as to residents' ability to park or stop in certain areas located within the City

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

None.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Ordinance No. 25-034- Second Reading, an Ordinance of the City of Boynton Beach, Florida, amending Code of Ordinances Part III, Land Development Regulations, Chapter 2, Land Development Process, Article VI, Impact and Selected Fees, and providing an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-034, on second reading.

Explanation of Request:

The proposed amendment establishes a phased implementation schedule for the City's Mobility Fee to ease the transition for the development community and encourage early compliance. Rather than assessing the full fee immediately upon adoption, the amendment introduces a three-year discount period that gradually decreases over time.

Under the proposed structure, developments issued permits between October 1, 2025, and September 30, 2026, would receive a 15% discount on the total calculated Mobility Fee. The discount would then decrease to 10% for the following year (October 1, 2026 – September 30, 2027) and to 5% during the third year (October 1, 2027 – September 30, 2028). Beginning October 1, 2028, the full Mobility Fee would apply with no discount. The amendment also includes a provision addressing potential State-mandated discounts or credits. If the State of Florida enacts legislation requiring any reduction in mobility fee assessments, the City's discount will be adjusted accordingly so that the total combined discount does not exceed the percentages outlined in the phased schedule.

Additionally, the amendment clarifies the calculation methodology for multi-family residential developments. The total square footage for multi-family uses will be based on the habitable area of dwelling units and excludes common areas, lobbies, leasing offices, and residential amenities not accessible to the public.

This phased approach is consistent with the implementation strategy used for the City's updated Parks and Recreation Impact Fees, which went into effect in 2024 and provided a

similar transition period for the development community.

Overall, this amendment balances the City's goal of implementing the Mobility Fee program to support multimodal transportation investments while providing predictability and fairness to the development community during the initial rollout period.

How will this affect city programs or services? The collection of the fees help fund projects identified in the City's adopted mobility plan.

Account Line Item and Description: N/A

Attachments:
Ord. 25-034 Amending_Land_Use_Regulations_Mobility_Fee.docx
CDRV 25-009 Mobility Phased Implementation.docx
Business-impact-estimate_Agenda Item 3825-2025.docx

ORDINANCE NO. 25-034

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART III "LAND DEVELOPMENT REGULATIONS," CHAPTER 2 "LAND DEVELOPMENT PROCESS," ARTICLE VI "IMPACT AND SELECTED FEES;" TO ESTABLISH A PHASED IMPLEMENTATION SCHEDULE FOR THE CITY'S MOBILITY FEE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part III "Land Development Regulations," Chapter 2 "Land Development Process," Article VI "Impact and Selected Fees," of the City's Code of Ordinances currently establishes mobility fees; and

WHEREAS, the Planning and Zoning Department would like to amend the mobility fee schedule to establish a phased implementation schedule for the City's mobility fee to ease the transition for the development community and encourage early compliance; and

WHEREAS, the amendment also clarifies the calculation methodology for multi-family residential developments by defining the total square footage as habitable dwelling unit area, specifically excluding common areas, lobbies, leasing offices, and residential amenities not accessible to the general public; and

WHEREAS, the City Commission has determined that this amendment serves the public health, safety, and welfare of the citizens of the City of Boynton Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Part III "Land Development Regulations," Chapter 2 "Land Development Process," Article VI "Impact and Selected Fees," Section 10 "Mobility Fees," is hereby amended to read as follows:

PART III LAND DEVELOPMENT REGULATIONS

...

CHAPTER 2. LAND DEVELOPMENT PROCESS

...

ARTICLE VI. IMPACT AND SELECTED FEES

...

Sec. 10. Mobility Fees

...

c. Mobility Fee Imposition. The mobility fee imposed by this section shall apply to new applications for development permits issued on or after May 20, 2025, for future development that results in an increase in person travel demand above and beyond the current use of property.

...

3. Mobility Fee Schedule. Any person who shall initiate any new impact generating land development activity, except as otherwise provided for herein, shall pay a mobility fee, based on the applicable assessment area established in the mobility plan and mobility fee technical report, as set forth in the following Mobility Fee Schedule:

Mobility Fee Schedule	
Use Categories, Use Classifications, and Representative Uses	**Mobility Fee**

...

Mobility Fee Schedule Footnotes
[1] Single-Family Residential Square Feet is the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls.
[2] Multi-Family Residential Square Feet is the sum of the area (in square feet) of each buildings total habitable area of dwelling units. ~~Measured from the exterior surface of the exterior walls. This includes~~ Areas not included in the calculation are common areas, lobbies, leasing offices, and residential amenities ~~not accessible to the public~~. Retail or office square footage ~~leased to a third~~

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~~party would~~ pay the applicable mobility fee rate. Square footage does not include parking garages or structures.
[3] Any retail, office, or non-residential square footage that is leased to a third-party use to provide~~s~~ drinks, food, goods, or services to the public shall be required to pay the applicable mobility fee per the individual uses identified in the mobility fee schedule.

...

Phased Implementation of Mobility Fee:

To support a smooth transition and encourage early compliance, the City will implement the Mobility Fee on a phased basis. During the initial three years of adoption, a discount shall be applied to the total calculated fee due at the time of permit issuance.

Discount Schedule:

- Effective October 1, 2025 – September 30, 2026
  A 15% discount shall be applied to the total calculated Mobility Fee.
- Effective October 1, 2026 – September 30, 2027
  A 10% discount shall be applied to the total calculated Mobility Fee.
- Effective October 1, 2027 – September 30, 2028
  A 5% discount shall be applied to the total calculated Mobility Fee.
- Effective October 1, 2028, and thereafter
  The full Mobility Fee shall be assessed with no discount applied.

The discount shall be applied uniformly to all development projects subject to the Mobility Fee. If the State of Florida mandates a discount, waiver, or credit for mobility fees, the City's phased discount shall be reduced by the amount of the State-mandated discount. Under no circumstance shall the combined discount exceed the percentage amounts established in the schedule above. No additional reductions, waivers, or credits beyond those provided in the City Code shall be permitted.

...

D. Mobility fee determination.

...

Section 3: Codification. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and

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Words in underlined type are additions.

be made a part of the Code and Ordinances of the City of Boynton Beach, Florida, and that Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 4: Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 5: Conflicts. That all Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6: Effective Date. This Ordinance shall take effect immediately upon passage.

[Signature Page to Follow]

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FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 2. LAND DEVELOPMENT PROCESS

…

ARTICLE VI. IMPACT AND SELECTED FEES

…

Sec. 10. Mobility Fees

…

c. Mobility Fee Imposition. The mobility fee imposed by this section shall apply to new applications for development permits issued on or after May 20, 2025, for future development that results in an increase in person travel demand above and beyond the current use of property.

…

3. Mobility Fee Schedule. Any person who shall initiate any new impact generating land development activity, except as otherwise provided for herein, shall pay a mobility fee, based on the applicable assessment area established in the mobility plan and mobility fee technical report, as set forth in the following Mobility Fee Schedule:

Mobility Fee Schedule	
Use Categories, Use Classifications, and Representative Uses	**Mobility Fee**

…

Mobility Fee Schedule Footnotes
[1] Single-Family Residential Square Feet is the sum of the area (in square feet) of each dwelling unit measured from the exterior surface of the exterior walls.
[2] Multi-Family Residential Square Feet is the sum of the area (in square feet) of each buildings total habitable area of dwelling units. Areas not included in the calculation are common areas, lobbies, leasing offices, and residential amenities. Retail or office square footage pay the applicable mobility fee rate. Square footage does not include parking garages or structures.
[3] Any retail, office, or non-residential square footage that is leased to a third-party use to provide~~s~~ drinks, food, goods, or services to the public shall be required to pay the applicable mobility fee per the individual uses identified in the mobility fee schedule.

…

Phased Implementation of Mobility Fee:

To support a smooth transition and encourage early compliance, the City will implement the Mobility Fee on a phased basis. During the initial three years of adoption, a discount shall be applied to the total calculated fee due at the time of permit issuance.

Discount Schedule:

- Effective October 1, 2025 – September 30, 2026
  A 15% discount shall be applied to the total calculated Mobility Fee.
- Effective October 1, 2026 – September 30, 2027
  A 10% discount shall be applied to the total calculated Mobility Fee.
- Effective October 1, 2027 – September 30, 2028
  A 5% discount shall be applied to the total calculated Mobility Fee.
- Effective October 1, 2028, and thereafter
  The full Mobility Fee shall be assessed with no discount applied.

The discount shall be applied uniformly to all development projects subject to the Mobility Fee. If the State of Florida mandates a discount, waiver, or credit for mobility fees, the City's phased

discount shall be reduced by the amount of the State-mandated discount. Under no circumstance shall the combined discount exceed the percentage amounts established in the schedule above. No additional reductions, waivers, or credits beyond those provided in the City Code shall be permitted.

…

D. Mobility fee determination.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART III "LAND DEVELOPMENT REGULATIONS," CHAPTER 2 "LAND DEVELOPMENT PROCESS," ARTICLE VI "IMPACT AND SELECTED FEES"; TO ESTABLISH A PHASED IMPLEMENTATION SCHEDULE FOR THE CITY'S MOBILITY FEE; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is an emergency ordinance;
☐ The ordinance relates to procurement; or
☒ The proposed ordinance is enacted to implement the following:
   a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
   b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
   c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
   d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed amendment establishes a phased implementation schedule for the City's Mobility Fee to ease the transition for the development community and encourage early compliance. Rather than assessing the full fee immediately upon adoption, the amendment introduces a three-year discount period that gradually decreases over time.

Under the proposed structure, developments issued permits between October 1, 2025, and September 30, 2026, would receive a 15% discount on the total calculated Mobility Fee. The discount would then decrease to 10% for the following year (October 1, 2026 – September 30, 2027) and to 5% during the third year (October 1, 2027 – September 30, 2028). Beginning October 1, 2028, the full Mobility Fee would apply with no discount. The amendment also includes a provision addressing potential State-mandated discounts or credits. If the State of Florida enacts legislation requiring any reduction in mobility fee assessments, the City's discount will be adjusted accordingly so that the total combined discount does not exceed the percentages outlined in the phased schedule.

Additionally, the amendment clarifies the calculation methodology for multi-family residential developments. The total square footage for multi-family uses will be based on the habitable area of dwelling units and excludes common areas, lobbies, leasing offices, and residential amenities not accessible to the public.

This phased approach is consistent with the implementation strategy used for the City's updated Parking Impact Fees, which went into effect in 2024 and provided a similar transition period for the development community.

Overall, this amendment balances the City's goal of implementing the Mobility Fee program to support multimodal transportation investments while providing predictability and fairness to the development community during the initial rollout period.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

   (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

   NONE

   (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

   NONE

   (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

   NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses will be impacted by the proposed ordinance

4. Additional information the governing body deems useful (if any):

NONE

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

11/ 4/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Ordinance No. 25-035- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, Amending Part III "Land Development Regulations," Article II "Planning and Zoning Division Services," Section 4, "Relief Applications" by Amending Subsection F, "Requests for Accommodation," in order to Provide Procedures for Handling and Processing Requests for Accommodation from the City's Land Development Regulations; Providing for Conflicts; Providing for Severability; Providing for Codification; Providing an Effective Date; and For All Other Purposes.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-035, at first reading.

Explanation of Request: The reason for the amendment to the Ordinance is that section 397.487, Florida Statutes, requires the governing bodies of counties or municipalities to establish a procedure for the review of reasonable accommodations related to the establishment of certified recovery residences. The statute has a deadline of January 1, 2026 for enactment of such an Ordinance or amendment thereto, and has specific timelines and other deadline requirements that require compliance. The City's proposed amendment contains the requisite language and is on a track for first and second readings before enactment before the January 1, 2026 deadline.

How will this affect city programs or services? N/A

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Ord 25-035 Agenda_Item_3883-2025_Ordinance_for_Certified_Recovery_Residences_updated.docx
FS 397.487.pdf
3883-2025 Business Impact Statement.docx

ORDINANCE NO. 25-035

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES, BY AMENDING PART III, ARTICLE II, SECTION 4, BY AMENDING SUBSECTION F, "REQUESTS FOR ACCOMMODATION," IN ORDER TO PROVIDE PROCEDURES FOR HANDLING AND PROCESSING REQUESTS FOR ACCOMMODATION FROM THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Florida Legislature, by HB 21 (2015), established a voluntary certification program for recovery residences that establishes operational and ethical safeguards for disabled persons, and the City of Boynton Beach, Florida ("City") desires to acknowledge and promote such safeguards; and

WHEREAS, in accordance with SB 954 (2025) pertaining to the establishment of "Certified Recovery Residences," the City desires to enact an Ordinance providing for procedures for handling and processing requests for accommodation from the City's Land Development Regulations relating to the establishment of Certified Recovery Residences before the statute's effective date of January 1, 2026; and

WHEREAS, the term, "reasonable accommodation" is a statutorily established method by which an individual who is disabled and/or handicapped (as those terms are defined in Title II of the Americans with Disabilities Act and/or the Fair Housing Amendments Act, hereafter, "disabled"), or a provider of services to the disabled qualifying for reasonable accommodations under the referenced statutes, can request a modification or alteration in the application of a specific Code provision, rule, policy, or practice, to them. The proposed accommodation sought by the disabled individual must be reasonable and necessary to afford such person an equal opportunity to use and enjoy housing in a Certified Recovery Residence, or a drug and alcohol treatment home or recovery residence that is certified by the Florida Association of Recovery Residences ("FARR"), as defined under Part III, Article II. Definitions; and

WHEREAS, the City desires to adopt within the City's Land Development Regulations, and consistent with SB 954 (2025), reasonable accommodation procedures that will permit disabled

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individuals (or qualifying entities) to request a reasonable accommodation and, where appropriate, based on the facts and the law, to receive a reasonable accommodation from the City's Land Development Regulations relating to the establishment of Certified Recovery Residences; and

WHEREAS, the City Commission, sitting as the Local Planning Agency, has determined that the change is consistent with and furthers the goals, objectives, and policies of the City's Comprehensive Plan; and

WHEREAS, the City Commission, upon the recommendation of staff, has determined that the proposed change will protect the City's citizens and residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption.

SECTION 2. That the Code of Ordinances of the City of Boynton Beach, Florida, shall be amended by amending Part III "Land Development Regulations," Article II "Planning and Zoning Division Services," Section 4, "Relief Applications," by Amending Subsection F, "Requests for Accommodation," to read as follows:

F. Requests for Accommodation.

...

2. Process for the Establishment of Certified Recovery Residences

(a) Purpose and Intent. The purpose of this section is to implement a procedure for processing written requests for a reasonable accommodation to the City's Code of Ordinances, Land Development Regulations, Rules, Policies, and Procedures for persons with disabilities as defined by the federal Fair Housing Amendments Act (42 U.S.C. 3601, et seq.) ("FHA") and Title II of the Americans with Disabilities Amendments Act (42 U.S.C. 12131, et seq.) ("ADA"), as required by section 397.487(15), Florida Statutes. For purposes of this section, a "disabled" person is an individual who qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person

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who is disabled (or a qualifying entity) may request a reasonable accommodation with respect to the City's Land Development Code, Code of Ordinances, rules, policies, practices, and/or procedures as provided by the FHA and the ADA pursuant to the procedures set out in this section. The City's procedures for reviewing applications seeking reasonable accommodations related to the establishment of certified recovery residences shall proceed as established in 1. General under Subsection F. Requests for Accommodation, with the additional requirements as outlined under section 397.487(15), Florida Statutes.

(b.) Application. A request by an applicant for a reasonable accommodation under this section must be in writing. The City shall date-stamp each written application upon receipt. If additional information is required, the City must respond to the applicant within the first thirty (30) days after receipt of the application and allow the applicant at least thirty (30) days to respond. A final written determination on an application shall be issued by the City within sixty (60) days after receipt of a completed application. The application must, at minimum, contain the name and contact information of the applicant/representative, the property address and parcel identification number, and a description of the accommodation requested and the specific regulation and/or policy from which relief is sought. The City's determination must either approve the request, in whole or in part, with or without conditions, or deny the request, stating with specificity the objective, evidence-based reasons for the denial and identifying any deficiencies or actions necessary for reconsideration. If a final written determination is not issued within sixty (60) days after receipt of a completed application, then the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

(c.) Revocation of reasonable accommodation.

(1) Any reasonable accommodation received shall be deemed revoked if the applicant or the property upon which the accommodation is granted is found in violation of any conditions of the approval granting the reasonable accommodation by a court of law or by the special magistrate hearing code enforcement cases.

(2) Failure to obtain state certification or a required state license, or failure to maintain

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state certification or a required state license, or alternate certification permitted by this section, shall result in revocation of the reasonable accommodation and cessation of operations within one hundred and eighty (180) days of termination of the license or certification.

(d.) Re-certification. If a reasonable accommodation is for a property which is required to be licensed or certified pursuant to this section or applicable state or federal law, then to be recertified, an applicant must provide proof of active licensure or certification consistent with the requirements of section 397.487(15), Florida Statutes.

(e.) Severability. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this Subsection F, "Requests for Accommodation," is declared unconstitutional by the final and valid judgment or decree of any court of competent jurisdiction, this declaration of unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this Subsection F, "Requests for Accommodation."

SECTION 3. That all ordinances or parts of ordinances, all City Code sections or parts of City Code sections, and all resolutions or parts of resolutions in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. That if any section or provision of this ordinance or any portion thereof, any paragraph, sentence, clause, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part hereof other than the part declared invalid.

SECTION 5. That the provisions of this ordinance shall be codified within the Code of Ordinances of the City of Boynton Beach, Florida, and any paragraph or section may be renumbered to conform with the Code of Ordinances.

SECTION 6. This Ordinance shall take effect in accordance with the law.

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FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this ____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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Select Year: 2025 Go

The 2025 Florida Statutes

Title XXIX PUBLIC HEALTH | Chapter 397 SUBSTANCE ABUSE SERVICES | View Entire Chapter

397.487 Voluntary certification of recovery residences.—

(1) The Legislature finds that a person suffering from addiction has a higher success rate of achieving long-lasting sobriety when given the opportunity to build a stronger foundation by living in a recovery residence while receiving treatment or after completing treatment. The Legislature further finds that this state and its subdivisions have a legitimate state interest in protecting these persons, who represent a vulnerable consumer population in need of adequate housing. It is the intent of the Legislature to protect persons who reside in a recovery residence.

(2) The department shall approve at least one credentialing entity by December 1, 2015, for the purpose of developing and administering a voluntary certification program for recovery residences. The approved credentialing entity shall:

(a) Establish recovery residence certification requirements.

(b) Establish procedures to:

1. Administer the application, certification, recertification, and disciplinary processes.

2. Monitor and inspect a recovery residence and its staff to ensure compliance with certification requirements.

3. Interview and evaluate residents, employees, and volunteer staff on their knowledge and application of certification requirements.

(c) Provide training for owners, managers, and staff.

(d) Develop a code of ethics.

(e) Establish application, inspection, and annual certification renewal fees. The application fee may not exceed $100. Any onsite inspection fee shall reflect actual costs for inspections. The annual certification renewal fee may not exceed $100.

(3) A credentialing entity shall require the recovery residence to submit the following documents with the completed application and fee:

(a) A policy and procedures manual containing:

1. Job descriptions for all staff positions.

2. Drug-testing procedures and requirements.

3. A prohibition on the premises against alcohol, marijuana, illegal drugs, and the use of prescribed medications by an individual other than the individual for whom the medication is prescribed. For the purposes of this subsection, “marijuana” includes marijuana that has been certified by a qualified physician for medical use in accordance with s. 381.986.

4. Policies to support a resident’s recovery efforts.

5. A good neighbor policy to address neighborhood concerns and complaints.

(b) Rules for residents.

(c) Copies of all forms provided to residents.

(d) Intake procedures.

(e) Sexual predator and sexual offender registry compliance policy.

(f) Relapse policy.

(g) Fee schedule.

(h) Refund policy.

(i) Eviction procedures and policy.

(j) Code of ethics.

(k) Proof of insurance.

(l) Proof of background screening.

(m) Proof of satisfactory fire, safety, and health inspections.

(4) A certified recovery residence must be actively managed by a certified recovery residence administrator. All applications for certification must include the name of the certified recovery residence administrator who will be actively managing the applicant recovery residence.

(5) Upon receiving a complete application, a credentialing entity shall conduct an onsite inspection of the recovery residence.

(6) All owners, directors, and chief financial officers of an applicant recovery residence are subject to level 2 background screening as provided under s. 408.809 and chapter 435. A recovery residence is ineligible for certification, and a credentialing entity shall deny a recovery residence's application, if any owner, director, or chief financial officer has been found guilty of, or has entered a plea of guilty or nolo contendere to, regardless of adjudication, any offense listed in s. 408.809(4) or s. 435.04(2) unless the department has issued an exemption under s. 435.07. Exemptions from disqualification applicable to service provider personnel pursuant to s. 397.4073 or s. 435.07 shall apply to this subsection. In accordance with s. 435.04, the department shall notify the credentialing agency of an owner's, director's, or chief financial officer's eligibility based on the results of his or her background screening.

(7) A credentialing entity shall issue a certificate of compliance upon approval of the recovery residence's application and inspection. The certification shall automatically terminate 1 year after issuance if not renewed.

(8) Onsite followup monitoring of a certified recovery residence may be conducted by the credentialing entity to determine continuing compliance with certification requirements. The credentialing entity shall inspect each certified recovery residence at least annually to ensure compliance.

(a) A credentialing entity may suspend or revoke a certification if the recovery residence is not in compliance with any provision of this section or has failed to remedy any deficiency identified by the credentialing entity within the time period specified.

(b) A certified recovery residence must notify the credentialing entity within 3 business days after the removal of the recovery residence's certified recovery residence administrator due to termination, resignation, or any other reason. The certified recovery residence has 90 days to retain a certified recovery residence administrator. The credentialing entity must revoke the certificate of compliance of any certified recovery residence that fails to comply with this paragraph.

(c) If a certified recovery residence's administrator has been removed due to termination, resignation, or any other reason and had been previously approved to actively manage more than 50 residents pursuant to s. 397.4871(8)(b), the certified recovery residence has 90 days to retain another certified recovery residence administrator pursuant to s. 397.4871. The credentialing entity must revoke the certificate of compliance of any certified recovery residence that fails to comply with this paragraph.

(d) If any owner, director, or chief financial officer of a certified recovery residence is arrested and awaiting disposition for or found guilty of, or enters a plea of guilty or nolo contendere to, regardless of whether adjudication is withheld, any offense listed in s. 435.04(2) while acting in that capacity, the certified recovery residence must immediately remove the person from that position and notify the credentialing entity within 3 business days after such removal. The credentialing entity must revoke the certificate of compliance of a certified recovery residence that fails to meet these requirements.

(e) A credentialing entity shall revoke a certified recovery residence's certificate of compliance if the certified recovery residence provides false or misleading information to the credentialing entity at any time.

(f) Any decision by a department-recognized credentialing entity to deny, revoke, or suspend a certification, or otherwise impose sanctions on a certified recovery residence, is reviewable by the department. Upon receiving an adverse determination, the certified recovery residence may request an administrative hearing pursuant to ss.

120.569 and 120.57(1) within 30 days after completing any appeals process offered by the credentialing entity or the department, as applicable.

(9) A person may not advertise to the public, in any way or by any medium whatsoever, any recovery residence as a "certified recovery residence" unless such recovery residence has first secured a certificate of compliance under this section. A person who violates this subsection commits a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083.

(10)(a) A certified recovery residence may allow a minor child to visit a parent who is a resident of the recovery residence, provided that a minor child may not visit or remain in the recovery residence between the hours of 9 p.m. and 7 a.m. unless:

1. A court makes a specific finding that such visitation is in the best interest of the minor child; or

2. The recovery residence is a specialized residence for pregnant women or parents whose children reside with them. Such recovery residences may allow children to visit or reside in the residence if the parent does not yet have a time-sharing plan pursuant to s. 61.13, provided that the parent files with the court for establishment of a plan within 14 days of moving into the residence.

(b) A certified recovery residence may not allow a minor child to visit a parent who is a resident of the recovery residence at any time if any resident of the recovery residence is currently required to register as a sexual predator under s. 775.21 or as a sexual offender under s. 943.0435.

(11) Notwithstanding any landlord and tenant rights and obligations under chapter 83, a recovery residence that is certified under this section and has a discharge policy approved by a department-recognized credentialing entity may immediately discharge or transfer a resident in accordance with that policy under any of the following circumstances:

(a) The discharge or transfer is necessary for the resident's welfare.

(b) The resident's needs cannot be met at the recovery residence.

(c) The health and safety of other residents or recovery residence employees is at risk or would be at risk if the resident continues to live at the recovery residence.

(12) Any person discharged from a recovery residence under subsection (11) who willfully refuses to depart after being warned by the owner or an authorized employee of the recovery residence commits the offense of trespass in a recovery residence, a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(13) Beginning January 1, 2025, a certified recovery residence may not deny an individual access to housing solely on the basis that he or she has been prescribed federally approved medication that assists with treatment for substance use disorders by a licensed physician, a physician's assistant, or an advanced practice registered nurse registered under s. 464.0123.

(14) A local ordinance or regulation may not further regulate the duration or frequency of a resident's stay in a certified recovery residence located within a multifamily zoning district after June 30, 2024. This provision shall expire July 1, 2026.

(15)(a) By January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence.

(b) At a minimum, the ordinance must:

1. Be consistent with the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

2. Establish a written application process for requesting a reasonable accommodation for the establishment of a certified recovery residence, which application must be submitted to the appropriate local government office.

3. Require the local government to date stamp each application upon receipt. If additional information is required, the local government must notify the applicant in writing within the first 30 days after receipt of the application and allow the applicant at least 30 days to respond.

4. Require the local government to issue a final written determination on the application within 60 days after receipt of a completed application. The determination must:

a. Approve the request in whole or in part, with or without conditions; or

b. Deny the request, stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

5. Provide that if a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

6. Require that the application include, at a minimum:

a. The name and contact information of the applicant or the applicant's authorized representative;

b. The property address and parcel identification number; and

c. A description of the accommodation requested and the specific regulation or policy from which relief is sought.

(c) The ordinance may establish additional requirements for the review or approval of reasonable accommodation requests for establishing a certified recovery residence, provided such requirements are consistent with federal law and do not conflict with this subsection.

(d) The ordinance may not require public hearings beyond the minimum required by law to grant the requested accommodation.

(e) The ordinance may include provisions for the revocation of a granted accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain certification or licensure required under this section, if not reinstated within 180 days.

(f) The ordinance and establishment of a reasonable accommodation process does not relieve the local government from its obligations under the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with Disabilities Act, 42 U.S.C. ss. 12131 et seq. The regulation for which the applicant is seeking a reasonable accommodation must not facially discriminate against or otherwise disparately impact the applicant.

(16) The application of this section does not supersede any current or future declaration or declaration of condominium adopted pursuant to chapter 718; any cooperative document adopted pursuant to chapter 719; or any declaration or declaration of covenant adopted pursuant to chapter 720.

History.—s. 2, ch. 2015-100; s. 2, ch. 2017-80; s. 7, ch. 2019-159; s. 2, ch. 2020-38; s. 3, ch. 2021-128; s. 10, ch. 2021-156; s. 4, ch. 2023-298; s. 15, ch. 2024-71; s. 3, ch. 2024-176; s. 27, ch. 2025-156; s. 1, ch. 2025-182.

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Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES, BY AMENDING PART III, ARTICLE II, SECTION 4, BY AMENDING SUBSECTION F, "REQUESTS FOR ACCOMMODATION," IN ORDER TO PROVIDE PROCEDURES FOR HANDLING AND PROCESSING REQUESTS FOR ACCOMMODATION FROM THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

[1] See Section 166.041(4)(c), Florida Statutes.

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

See Above.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

N/A

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Ordinance No. 25-036- First Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, adding Chapter 2, Article IV, Section 2-60 to the City Code of Ordinance Entitled "Public-Private Partnerships;" Establishing Procedures for Public-Private Partnerships and Unsolicited Proposals; Providing for Codification; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-036, at first reading.

Explanation of Request: The City Commission of the City of Boynton Beach, Florida, has established a purchasing policy for the fair and equitable method of administering purchases of goods and services in order to maximize the purchasing value of public funds.

On February 17, 2015, City Commission passed Resolution No. R15-020 to establish a non-exclusive procurement process for public-private partnerships consistent with section 287.05712, Florida Statutes.

Section 255.065, Florida Statutes (the “P3 Statute”), was recently amended by the Florida Legislature through Florida HB 781, effective July 1, 2024, to modify the manner in which local governments consider and proceed with unsolicited proposals for public-private partnerships.

The City Commission desires to amend of the City Code to align with the new approval methods afforded by Florida HB 781 (2024), and section 255.065, Florida Statutes.

How will this affect city programs or services? If approved, this Ordinance will establish procedures for receiving, reviewing, evaluating, approving, and implementing unsolicited P3 projects.

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Ord 25-036 Public_Private_Partnership_-_Rev._10.23.25_-_Final.docx
Agenda Item 3814-2025 Business Impact Statement - P3 Ordinance.docx
Agenda Item 3814-2025 - P3 Ordinance - Nov 4 Agenda.pptx

ORDINANCE NO. 25-036

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, ADDING CHAPTER 2, ARTICLE IV, SECTION 2-60 TO THE CITY CODE OF ORDINANCES ENTITLED "PUBLIC-PRIVATE PARTNERSHIPS;" ESTABLISHING PROCEDURES FOR PUBLIC-PRIVATE PARTNERSHIPS AND UNSOLICITED PROPOSALS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Boynton Beach, Florida, has established a purchasing policy for the fair and equitable method of administering purchases of goods and services to maximize the purchasing value of public funds; and

WHEREAS, on February 17, 2015, the City Commission passed Resolution No. R15-020 to establish a non-exclusive procurement process for public-private partnerships consistent with prior statute section 287.05712, Florida Statutes; and

WHEREAS, section 255.065, Florida Statutes (the "P3 Statute" as amended from time to time) was recently amended by the Florida Legislature through Florida HB 781, effective July 1, 2024, to modify the manner in which local governments consider and proceed with unsolicited proposals for public-private partnerships; and

WHEREAS, to promote the efficient and effective use of the public-private partnership method of project delivery, the City Commission desires to amend the City Code to align with the new approval methods afforded by Florida HB 781 (2024), and section 255.065, Florida Statutes; and

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WHEREAS, the City Commission has determined that this amendment serves the public health, safety, and welfare of the citizens of the City of Boynton Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: Code of Ordinances Chapter 2, "Administration," Article IV, "Purchasing and Consultants," Section 2-60 "Reserved" is hereby amended to read as follows:

Sec. 2-60. Public-private partnerships; unsolicited proposals

(a) *Policy and intent.* The City Commission hereby fully adopts for the best interests of the City, and for the benefit of residents and businesses in the City and of the community, the legislative findings and intent set forth in section 255.065, Florida Statutes, entitled "Public-private partnerships" as amended from time to time, as such statute relates to public-private partnerships ("P3s"), unsolicited proposals, public records and public meetings exceptions, and other matters set forth in this statute. This Code section is cumulative and supplemental to this Statute, and other authority and power as vested in the City of Boynton Beach by section 166.011, Florida Statutes, et seq., the "Municipal Home Rule Powers Act," the City Charter, and Code of Ordinances of the City of Boynton Beach. This section, whenever applicable, provides an alternative method of contracting and will not be deemed to limit the power and authority of the City Commission to procure, finance, operate, or maintain any public improvements, goods, or services. It is the City's intent that the public records and meetings exception, as applicable and as amended, will apply to such records and meetings as allowed by Florida law. The City will use reasonable efforts to protect the confidentiality of documents exempted by general law from disclosure to the extent provided by law.

(b) *Definitions.* Except as otherwise specifically set herein, the City adopts the definitions set forth in section 255.065, Florida Statutes, as amended from time to time. For the purposes of this section, the following definitions shall apply to the City:

(1) *City* means the City of Boynton Beach, Florida.

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(2) *City Manager* includes the City Manager or the City Manager's designee.

(3) *Comprehensive agreement* means the contract between the City and a private entity for a qualifying project as defined in section 255.065, Florida Statutes.

(4) *P3* means a public-private partnership contractual arrangement between the City and a private entity to design, build, finance, operate, or maintain a qualifying project.

(5) *Responsible public entity* means the City of Boynton Beach, inclusive of all departments, agencies, and instrumentalities.

(6) *Value for money analysis* means a process used to compare the financial impacts of a public-private partnership method of delivery with traditional public delivery alternatives, including present value life-cycle costs, risk allocation, and opportunity costs.

(c) *Application Fee.* A private entity submitting an unsolicited proposal must pay an initial application fee of twenty-five thousand dollars ($25,000) by cash, cashier's check, or other non-cancelable instrument. Personal checks will not be accepted. If the initial application fee does not cover the City's costs to evaluate the proposal, the City shall request additional amounts in writing. The private entity must pay additional amounts within thirty (30) days of written notice, or the City may cease review of the proposal. Any unused portion of fees shall be refunded to the private entity upon completion of the evaluation process.

(d) *Unsolicited Proposal Requirements.* An unsolicited proposal must include the following minimum information:

(1) Description of the qualifying project, including conceptual design, schedule, and scope of services;

(2) Description of the method to secure necessary property interests;

(3) General financing plans, including funding sources and proposed debt or equity investment;

(4) Contact information for the private entity;

(5) Proposed user fees, lease payments, or service payments and methodology for changes over time;

(6) Detailed financial analysis of the proposed project;

(7) Community impact assessment and stakeholder engagement plan;

(8) Evidence that the private entity meets minimum qualification standards;

(9) Any additional information reasonably requested by the City Manager.

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After completing review of the proposal, if the proposal is deemed sufficient, the City Manager may choose to proceed with the Competitive Process (e), Alternative Process for Qualifying Projects (f), or reject the proposal if determined not to be in the best interest of the City.

(e) *Competitive Process.*

(1) *Public Notice and Competition.* If the City Manager receives an unsolicited proposal and intends to consider a comprehensive agreement, the City shall publish notice in the Florida Administrative Register and a newspaper of general circulation or the City website, or such other method authorized by applicable law, at least once per week for two (2) weeks stating that the City has received a proposal and will accept other proposals for the same project. The timeframe for accepting other proposals shall be at least twenty-one (21) days but no more than one hundred twenty (120) days after initial publication, unless otherwise determined by the City Commission in accordance with section 255.065, Florida Statutes. Notice shall be mailed to each local government in the affected area.

(2) *Evaluation and Selection.* The City Manager shall establish an evaluation committee to review and rank proposals based on factors including professional qualifications, business terms, innovative design or cost-reduction techniques, and financial plans. The evaluation committee may include City staff, subject matter experts, consultants, or other persons as determined by the City Manager or designee. Recommendations shall be submitted to the City Manager and then to the City Commission for further evaluation and final determination, as further set forth herein.

(3) *Projects Including Design Work.* If a solicited qualifying project includes design work, the solicitation must include a design criteria package meeting the requirements of section 255.065, Florida Statutes.

(f) *Alternative Process for Qualifying Projects.* The City Commission may proceed with an unsolicited proposal without engaging in the competitive bidding process described in section (e) above, if the City holds two duly noticed public meetings. The first meeting shall present the proposal and allow the public and affected entities to comment. The second meeting shall determine that the proposal is in the public's best interest by considering the benefits to the public, the financial structure and economic efficiencies of the proposal, the private entity's qualifications and experience, the project's compatibility with regional infrastructure plans, and public comments and responses thereto. If proceeding without competitive bidding, the City must publish a report in the Florida Administrative Register for at least seven days, including the public interest determination, factors considered, and findings based on each considered factor. The City must also provide a statement that explains why the proposal should proceed and addresses public comments.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

(g) *Value for Money Analysis.* For projects with estimated costs of fifty million dollars ($50,000,000) or more, the City shall require a value-for-money analysis comparing the public-private partnership approach to traditional procurement methods. Notwithstanding the foregoing, the City Manager or City Commission may require a value-for-money analysis to be completed for any project, regardless of cost.

(h) *City Commission Approval.* All interim agreements and comprehensive agreements require City Commission approval. Before approving a comprehensive agreement, the City Commission must determine that:

(1) The project is in the public's best interest;

(2) The project involves City-owned facilities or facilities that will be conveyed to the City, unless meeting an exemption under 255.065, Florida Statutes;

(3) Adequate safeguards exist to protect against additional public costs or service disruptions in the event of material default or cancellation of the comprehensive agreement;

(4) Adequate safeguards exist for adding capacity to the project;

(5) The private entity has appropriate qualifications and financial capacity, and a reasonable finance plan consistent with the requirements in section 255.065, Florida Statutes;

(6) The project cost is reasonable compared to similar facilities;

(7) The project is a qualifying project as defined in 255.065, Florida Statutes; and

(8) The agreement will result in timely project delivery.

The City Commission may approve an interim agreement before or in connection with the negotiation of a comprehensive agreement with the private entity proposing the development or operation of the qualifying project in accordance with the requirements of section 255.065, Florida Statutes, or may proceed directly with a comprehensive agreement. The comprehensive agreement shall include all applicable statutory requirements.

(i) *Performance and Payment Security.* The City shall require appropriate performance and payment bonds, letters of credit, or other acceptable security as determined by the City's Manager or the City Manager's designee. Construction components shall comply with section 255.05, Florida Statutes, regarding performance and payment bonds.

(j) *Insurance Requirements.* Private entities must maintain public liability insurance or self-insurance in amounts satisfactory to the City and reasonably sufficient to ensure coverage of tort liability and continued project operation. The City shall be named as additional insured on all policies.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

(k) *Public Records.* If a private entity believes information submitted is exempt from public records disclosure, the entity must expressly identify the statutory basis for the claimed exemption and segregate exempt information. The City will make reasonable efforts to protect the confidentiality of exempt information as provided by law.

(l) *Rejection of Proposals.* The City expressly reserves the right to reject any or all proposals at any point in the process prior to execution of a comprehensive agreement. No recommendations, actions, or decisions under this section may be protested, and the City's bid protest procedures shall not apply to public-private partnerships.

(m) *Sovereign Immunity.* Nothing in this section waives the City's sovereign immunity beyond the limits established by Florida law, including section 768.28, Florida Statutes.

(n) *Professional Services.* This section does not apply to stand-alone professional services as defined in section 287.055, Florida Statutes, or professional services procured in design-build projects outside the context of public-private partnerships. Such services shall continue to be procured under section 287.055, Florida Statutes, and applicable City Code provisions.

This section applies to any public-private partnerships and/or unsolicited proposals that have not been affirmatively voted on by the City Commission at the time of adoption to proceed with the procedures set forth by section 255.065, Florida Statutes, as amended.

Section 3: Codification. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Boynton Beach, Florida, and that Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention.

Section 4: Severability. If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

Section 5: Conflicts. That all Ordinances or parts of Ordinances, Resolutions, including, but not limited to, Resolution No. R15-020, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 6: Effective Date. That this Ordinance shall take effect immediately upon passage.

[SIGNATURES ON THE FOLLOWING PAGE]

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

ORDINANCE NO. 25-036

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____ _____

Maylee DeJesús, MMC
City Clerk

Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____

Shawna G. Lamb
City Attorney

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, ADDING CHAPTER 2, ARTICLE IV, SECTION 2-60 TO THE CITY CODE OF ORDINANCES ENTITLED "PUBLIC-PRIVATE PARTNERSHIPS"; ESTABLISHING PROCEDURES FOR PUBLIC-PRIVATE PARTNERSHIPS AND UNSOLICITED PROPOSALS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☒ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

On February 17, 2015, City Commission passed Resolution No. R15-020 to establish a non-exclusive procurement process for public-private partnerships consistent with section 287.05712, Florida Statutes.

Section 255.065, Florida Statutes (the "P3 Statute") was recently amended by the Florida Legislature through Chapter 2024-96, Laws of Florida, effective July 1, 2024, to modify the manner in which local governments consider and proceed with unsolicited proposals for public-private partnerships.

The City Commission desires to amend of the City Code to align with the new approval methods afforded by Ch. 2024-96, Laws of Florida, and the P3 Statute.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
N/A

4. Additional information the governing body deems useful (if any):

N/A

Proposed Ordinance No. 25-036

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Public-Private Partnerships (P3)

Background

- In 2015, City Commission passed Resolution No. R15-020 to establish a non-exclusive procurement process for public-private partnerships consistent with Florida Statutes
- Section 255.065, Florida Statutes, was amended on July 1, 2024, to modify the manner in which local governments consider and proceed with unsolicited proposals for public-private partnerships.
- This Ordinance amends the City Code to align with the new approval methods.

Public-Private Partnerships (P3)

Ordinance

- Implements a process for the City to receive, review, and proceed with unsolicited P3 proposals through either a competitive or non-competitive process.
- Adopts an Initial Application Fee ($25,000).

Discussion and Vote

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Ordinance No. 25-037- First Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum an Amendment to the City Charter; Adding a Preamble to the City Charter to Establish the Foundational Purposes and Principles Of City Governance; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall Be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-037, at first reading.

Explanation of Request:

The Charter Review Committee (the "Committee") was established by Resolution No. R25-195 of the City Commission of the City of Boynton Beach, Florida. This resolution authorized the formation of a five-member advisory committee to review and propose amendments to the City Charter. Members were appointed individually by the Mayor, Vice Mayor, and City Commissioners, representing a cross-section of professional experience and civic engagement.

The Committee was charged with:

1. Reviewing the existing City Charter;
2. Considering proposed amendments prepared by the City Attorney's Office; and
3. Recommending any additional modifications necessary to improve the Charter's clarity, function, and responsiveness to the public interest.

The Committee met regularly from August through October 2025 and received staff assistance from the City Attorney's Office and City Clerk's Office. All meetings were publicly noticed and conducted in accordance with the Florida Sunshine Law.

Based on its review, the Committee recommends adoption of the following proposed charter amendment:

Preamble Creation

The proposed Charter Preamble establishes the foundational purposes and guiding principles of the City of Boynton Beach's government. It provides an introductory statement expressing the City's core values and the intent behind its Charter provisions.

Specifically, the preamble:

- Affirms the City's commitment to protecting the general health, safety, and welfare of its residents;
- Expresses the principles of honest, efficient, and responsive governance as central to municipal operations; and
- Formally recognizes that the Charter is adopted pursuant to the Florida Constitution and state law, grounding the City's home rule authority in the broader framework of state government.

While the preamble does not create new powers or legal obligations, it serves an important symbolic and interpretive role—articulating the civic philosophy that underlies all sections of the Charter. It provides context for understanding the City's governmental structure, helps guide interpretation of the Charter in future legal or policy settings, and mirrors best practices in other Florida municipalities, including preambles to affirm their community values and purpose.

In short, the preamble frames the City Charter as a document dedicated to good governance, community wellbeing, and accountability to the people of Boynton Beach.

How will this affect city programs or services? None.

Budgeted Item: Yes

Account Line Item and Description: None.

Fiscal Impact: None.

Attachments:
Ord 25-037 Charter_Preamble (1).docx
Agenda Item 3917-2025 Business Impact Statement - Charter Preamble.docx
Agenda Items 3917-3921 Charter Amendment Ordinances - Nov 4 Agenda.pptx

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CITY CHARTER; ADDING A PREAMBLE TO THE CITY CHARTER TO ESTABLISH THE FOUNDATIONAL PURPOSES AND PRINCIPLES OF CITY GOVERNANCE; PROVIDING FOR A NOTICE OF AN ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF BOYNTON BEACH, FLORIDA, ON THE MARCH 2026 GENERAL MUNICIPAL ELECTION BALLOT AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Boynton Beach ("City"); and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission through the adoption of an Ordinance calling for such a referendum election; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to add a Preamble to the City Charter that articulates the foundational purposes and principles underlying the City's governance structure; and

WHEREAS, the City Commission has publicly reviewed, considered, and directed that this Ordinance be prepared and that the appropriate Charter Referendum question be included herein and submitted to the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: The City Charter is hereby revised to read as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Section 3: The Ballot Title shall be as follows:

AMENDMENT TO CITY CHARTER – ADDITION OF PREAMBLE

Section 4: The following question shall be placed on the ballot for consideration by the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election in Palm Beach County, Florida. The election ballot question shall read as follows:

Shall the City Charter be amended to add a Preamble establishing the foundational purposes and principles of the City's government, including protecting the general health, welfare, and safety of residents and promoting honest, efficient, and responsive government?

YES_____ NO_____

Section 5: That should a majority of electors voting on the above-referenced referendum election vote "YES," thereby approving the above ballot issue, the revised charter language shall become a part of the Charter of the City of Boynton Beach, Florida.

Section 6: The City Clerk is hereby directed to update and republish the City Charter to incorporate any approved amendments, including:

(a) Affixing the appropriate article and section numbers and/or letters to conform the Charter to the approved amendments;

(b) Making all necessary technical corrections to cross-references, table of contents, and formatting;

(c) Coordinating with the City's municipal code provider to update the Charter on the City's municipal code website within thirty (30) days of certification of election results; and

(d) Filing the updated Charter with the Florida Department of State within the timeframe required by law.

Section 7: The City Clerk of the City of Boynton Beach is hereby authorized and directed to take all steps necessary to place this charter amendment on the ballot, including but not limited to:

(a) Preparing and publishing all notices and advertisements required by Florida Statutes Chapter 100, the City's Charter, and the City's Code of Ordinances;

(b) Coordinating with the Palm Beach County Supervisor of Elections to ensure the charter amendment question is properly placed on the ballot;

(c) Providing the Supervisor of Elections with the ballot title and summary in the form and timeframe required;

(d) Ensuring compliance with all applicable deadlines under state and local law; and

(e) Taking any and all other actions required to effectuate the referendum election.

Section 8: All Ordinance or parts of Ordinance in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 9: If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 10: This Ordinance shall become effective immediately upon execution by all parties.

Section 11: Effective Date of Proposed Charter Amendments. The Proposed Charter Amendments will take effect upon the affirmative vote of a majority of those electors voting in the March 2026 election in the City of Boynton Beach.

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	____	____
Vice Mayor – Woodrow L. Hay	____	____
Commissioner – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

PREAMBLE

The citizens of the City of Boynton Beach, in order to protect the general health, welfare, and safety of its residents, promote honest, efficient, and responsive government, hereby adopt a City Charter in accordance with the Constitution and Statutes of the State of Florida.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum an Amendment to the City Charter; Adding a Preamble to the City Charter to Establish the Foundational Purposes and Principles Of City Governance; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall Be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed Charter Preamble establishes the foundational purposes and guiding principles of the City of Boynton Beach's government. It provides an introductory statement expressing the City's core values and the intent behind its Charter provisions.

Specifically, the preamble:

Affirms the City's commitment to protecting the general health, safety, and welfare of its residents;

Expresses the principles of honest, efficient, and responsive governance as central to municipal operations; and

Formally recognizes that the Charter is adopted pursuant to the Florida Constitution and state law, grounding the City's home rule authority in the broader framework of state government.

While the preamble does not create new powers or legal obligations, it serves an important symbolic and interpretive role—articulating the civic philosophy that underlies all sections of the Charter. It provides context for understanding the City's governmental structure, helps guide interpretation of the Charter in future legal or policy settings, and mirrors best practices in other Florida municipalities, including preambles to affirm their community values and purpose.

In short, the preamble frames the City Charter as a document dedicated to good governance, community wellbeing, and accountability to the people of Boynton Beach.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
   N/A

4. Additional information the governing body deems useful (if any):

N/A

Proposed Ordinance No. 25-037

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment 1: Charter Preamble

Purpose

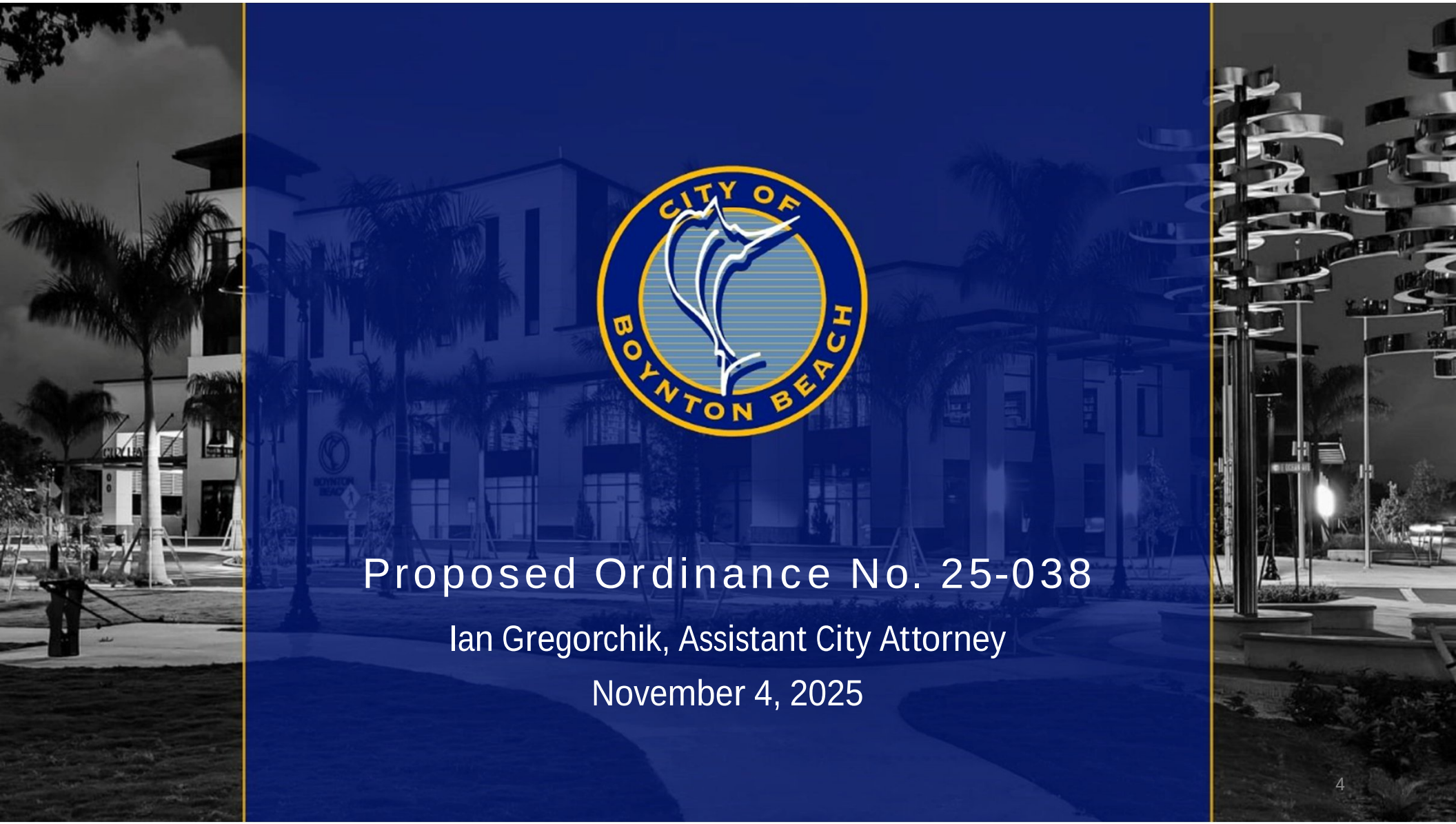
Add a preamble to establish the foundational purposes and principles of city governance.

Proposed Preamble Text

"The citizens of the City of Boynton Beach, in order to protect the general health, welfare, and safety of its residents, promote honest, efficient and responsive government, hereby adopt a revised City Charter in accordance with the Constitution and Statutes of the State of Florida."

Ballot Question: *Shall the City Charter be amended to add a Preamble establishing the foundational purposes and principles of the City's government, including the protection of the general health, welfare, and safety of residents and the promotion of honest, efficient, and responsive government?*

Discussion and Vote



Proposed Ordinance No. 25-038

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 3

Current Requirement

Candidates must reside in the city for one year prior to filing

Proposed Change

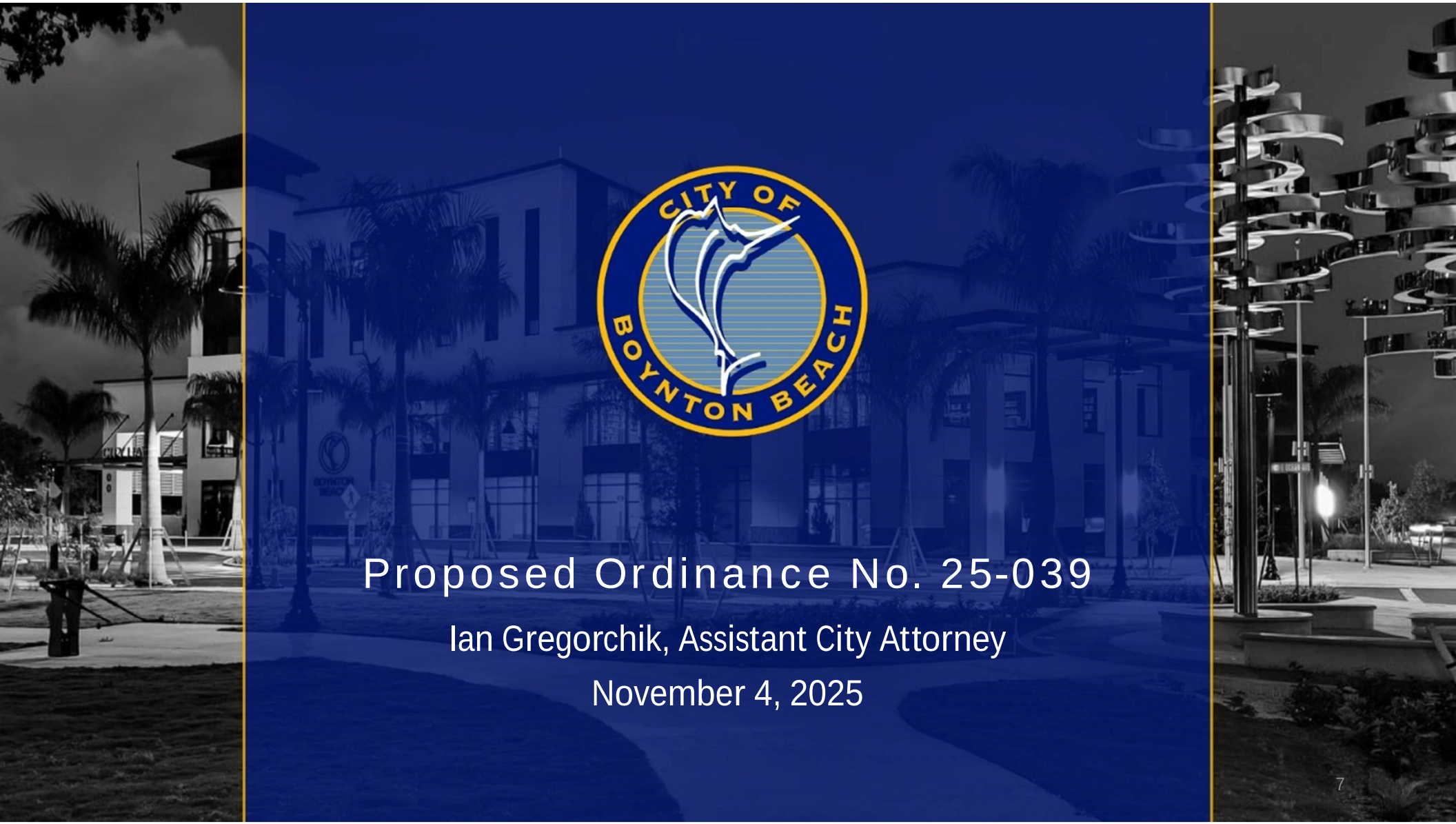
Add a requirement for continuous residence within the city for at least one (1) year prior to filing for office

Key Benefits

- Ensures candidates have sustained commitment to the community
- Prevents last-minute residency claims
- Clarifies eligibility standards

> ***Ballot Question:*** *Shall the City Charter be amended to require that candidates have resided continuously within the City for at least one (1) year prior to filing for office?*

Discussion and Vote



Proposed Ordinance No. 25-039

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 5

CURRENT TERMS	PROPOSED CHANGES
3-year terms	4-year terms (begins 2028)
2 consecutive term limit	2 consecutive term limit remains
Unclear “full term” definition	Serving >1/2 term = full term
No sit-out period	1-year sit-out required

Key Changes

- Increases terms of office for the Mayor and City Commissioners from three (3) to four (4) years, beginning with the March 2028 municipal election;
- Clarifies what constitutes a "term" for purposes of enforcing term limits—specifically, that service of more than one-half of a full term counts as a complete term;
- Imposes a one-year "sit-out period" after any person serves two consecutive terms before becoming eligible to run again for any elective City office.
- As written, Ordinance treats the office of Mayor and Commissioner the same for term limits.
- Example: If Commissioner Smith completes 2 consecutive terms ending in March 2030, they cannot run for Mayor or Commissioner again until the March 2032 election (after 1 year has passed).

Benefits

- Continuity of leadership
- Reduces election frequency and cost

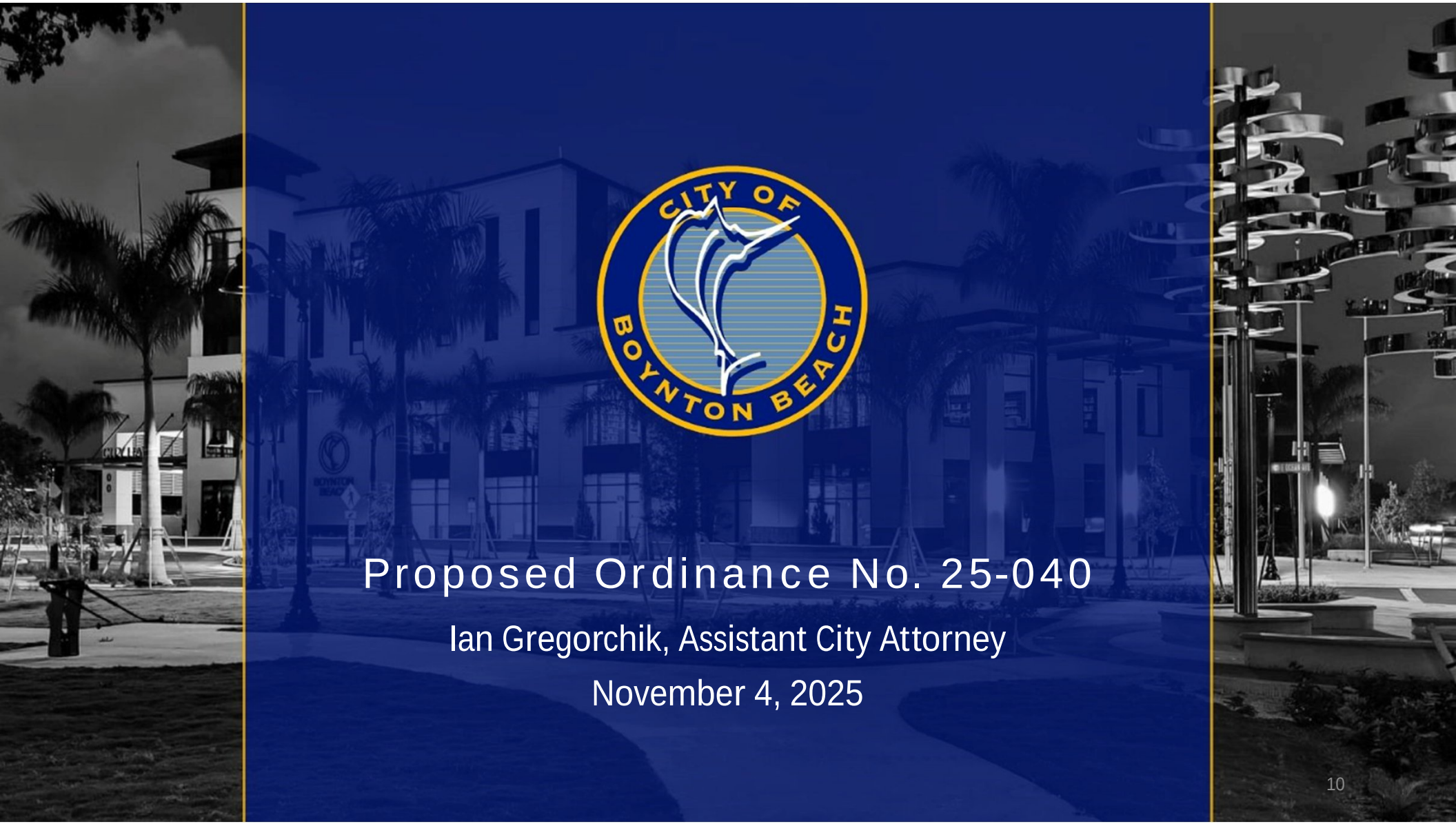
Implementation Timeline

- March 2026 election: 3-year terms
- March 2028 and beyond: 4-year terms

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) increase the term of elective offices from three (3) years to four (4) years; (2) clarify that serving more than one-half of a full term constitutes a complete term for purposes of term limits; and (3) require a mandatory sit-out period of one (1) year for any person who has served more than two (2) consecutive terms?*

8

Discussion and Vote



Proposed Ordinance No. 25-040

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 20

Key Changes

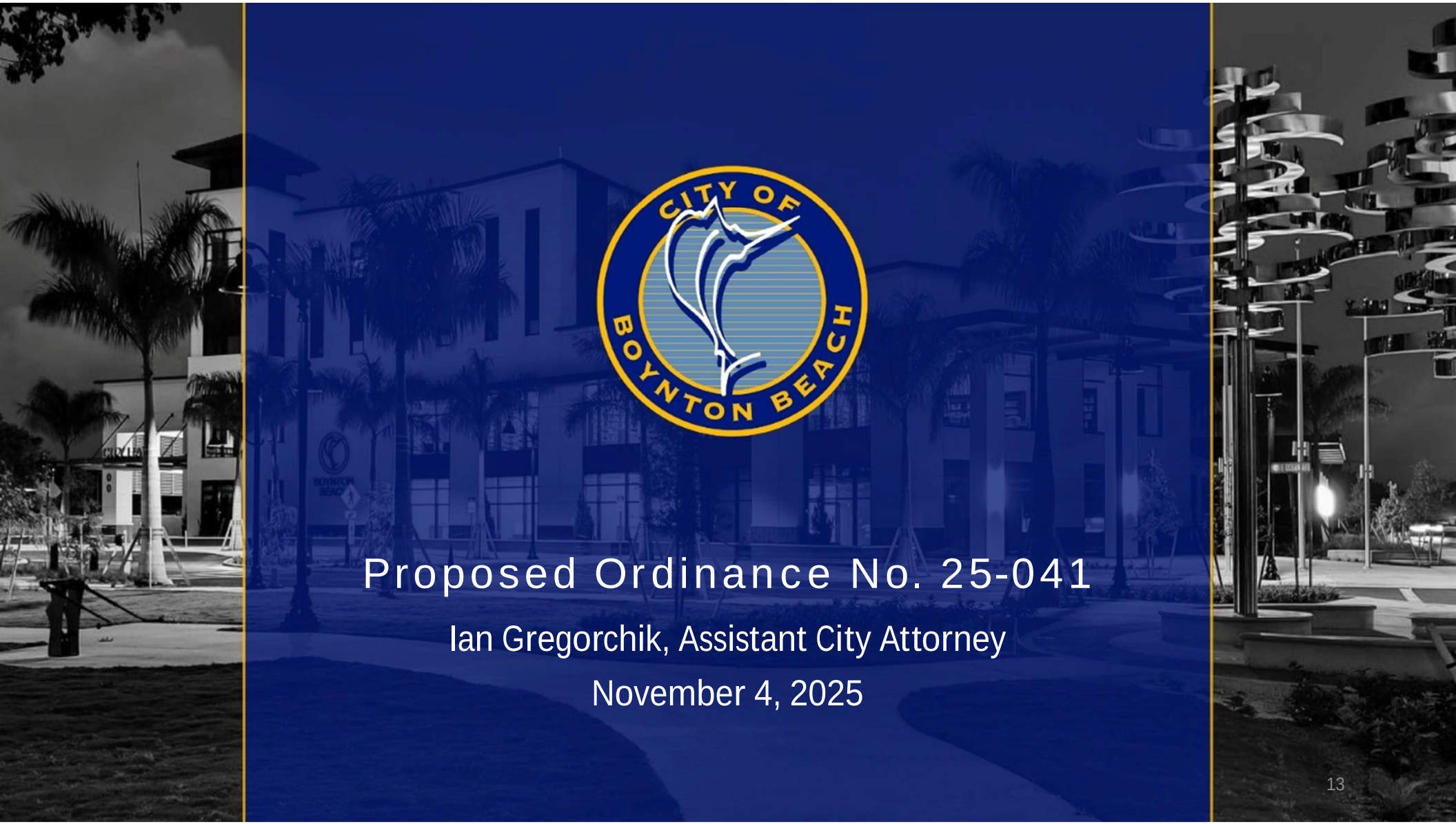
- Reaffirms the City's Commission/City Manager model of government, explicitly identifying the Mayor and Commission as the legislative and policy-making body;
- Requires a super-majority approval by the City Commission to appoint or remove the City Manager and City Attorney, ensuring stability in key leadership roles;
- Clarifies that all other City employees are hired, appointed, and discharged by the City Manager, with the appointment or discharge of Assistant City Managers subject to Commission confirmation;
- Defines the City Manager's administrative authority over all departments, personnel, and day-to-day operations; and
- Prohibits individual Commissioners from directing or interfering with staff, reinforcing professional management and ethical boundaries between policy and administration.

Benefits

- Promotes stability in key leadership positions
- Reduces political interference in administration
- Clarifies separation of policy from operations

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) clarify the Commission/City Manager form of government; (2) require a super majority vote for the appointment and removal of the City Manager and City Attorney; and (3) clarify the duties and responsibilities of the City Manager and City Commissioners in the governance structure?*

Discussion and Vote



Proposed Ordinance No. 25-041

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Language Modernization

Updates to Multiple Charter Sections (8, 20, 23, 24, 40, 50, 52, 54, 55)

Modernize Language

- Replace: “he,” “him,” “his/her”
- With: “they,” “them,” “their” or title roles

Notice Requirements

- Include digital communication methods
- Comply with current FL Statutes

- Replaces gender-specific language (e.g., "he/his") with neutral terms throughout the Charter;
- Updates notice and publication requirements to comply with modern communication practices, allowing notices to be published electronically on the City's website as permitted by Florida Statutes;
- Makes minor grammatical and formatting corrections to ensure consistency and readability.

Benefits
This modernization package does not change the substance of City governance but aligns the Charter with contemporary standards of inclusivity, transparency, and statutory compliance, reducing ambiguity and improving public understanding.

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) modernize language by replacing outdated masculine-only pronouns; and (2) update notice and publication requirements to comply with current Florida law and include digital communication methods?*

Discussion and Vote

Implementation Timeline

- Today - City Commission consideration of referendum ordinances
- First Reading - Commission adopts ordinances on first reading
- Second Reading - Final passage of referendum ordinances
- Notice & Publication - City Clerk advertises referendum per Florida Election Code
- March 2026 - Voters decide on approved amendments
- Upon Voter Approval - Amendments become effective immediately
- March 2028 - Four-year terms begin (if Amendment 3 approved)

Important Notes

- Each amendment is voted on separately - approval of one does not affect others
- City Clerk will ensure proper ballot formatting and publication

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Ordinance No. 25-038- First Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Section 3 to Require Continuous Residence within the City for at Least One (1) Year Prior to Filing to Run for Office; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-038, at first reading.

Explanation of Request:

The Charter Review Committee (the "Committee") was established by Resolution No. R25-195 of the City Commission of the City of Boynton Beach, Florida. This resolution authorized the formation of a five-member advisory committee to review and propose amendments to the City Charter. Members were appointed individually by the Mayor, Vice Mayor, and City Commissioners, representing a cross-section of professional experience and civic engagement.

The Committee was charged with:

1. Reviewing the existing City Charter;
2. Considering proposed amendments prepared by the City Attorney's Office; and
3. Recommending any additional modifications necessary to improve the Charter's clarity, function, and responsiveness to the public interest.

The Committee met regularly from August through October 2025 and received staff assistance from the City Attorney's Office and City Clerk's Office. All meetings were publicly noticed and conducted in accordance with the Florida Sunshine Law.

Based on its review, the Committee recommends adoption of the following proposed charter amendment:

Section 3 -- Candidate Qualifications and Residency Requirements

This amendment revises Section 3 (Composition, Election, Terms, Vacancies) of the City Charter to require that candidates for Mayor and City Commissioner must have resided continuously within the City of Boynton Beach for at least one (1) year prior to filing for office.

The amendment:

- Clarifies candidate qualifications by explicitly requiring continuous residency within the City for a minimum of one year before qualifying to run;
- Ensures that candidates for district seats must also have resided continuously within their respective districts for at least one year prior to filing;
- Affirms age and elector requirements, maintaining that all candidates must be at least 21 years of age and qualified electors of the City;
- Reorganizes and modernizes section language for consistency and readability; and
- Reinforces accountability and community connection, ensuring that individuals seeking office have a sustained and genuine commitment to Boynton Beach and its neighborhoods.

In practical effect, this amendment codifies the City's expectation that elected officials should have meaningful, ongoing ties to the community they serve, while maintaining consistency with constitutional standards for candidate qualifications.

How will this affect city programs or services? None.

Budgeted Item: Yes

Account Line Item and Description: None.

Fiscal Impact: None.

Attachments:
Ord 25-038 Charter_Section_3_-_Final.docx
Agenda Item 3918-2025 Business Impact Statement - Charter Section 3.docx
Agenda Items 3917-3921 Charter Amendment Ordinances - Nov 4 Agenda.pptx

ORDINANCE NO. 25-038

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA SUBMITTING TO REFERENDUM AMENDMENTS TO THE CITY CHARTER; AMENDING SECTION 3 TO REQUIRE CONTINUOUS RESIDENCE WITHIN THE CITY FOR AT LEAST ONE (1) YEAR PRIOR TO FILING TO RUN FOR OFFICE; PROVIDING FOR A NOTICE OF AN ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF BOYNTON BEACH, FLORIDA, ON THE MARCH 2026 GENERAL MUNICIPAL ELECTION BALLOT AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Boynton Beach ("City"); and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission through the adoption of an Ordinance calling for such a referendum election; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to modify the qualifications for elective offices to ensure candidates have a sustained commitment to the community; and

WHEREAS, the City Commission has publicly reviewed, considered, and directed that this Ordinance be prepared and that the appropriate Charter Referendum question be included

herein and submitted to the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: The City Charter is hereby revised to read as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Section 3: The Ballot Title shall be as follows:

AMENDMENT TO CITY CHARTER – CANDIDATE QUALIFICATIONS FOR ELECTIVE OFFICES

Section 4: The following question shall be placed on the ballot for consideration by the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election in Palm Beach County, Florida. The election ballot question shall read as follows:

Shall the City Charter be amended to require that candidates have resided continuously within the City for at least one (1) year prior to filing for office?

YES_____ NO_____

Section 5: That should a majority of electors voting on the above-referenced referendum election vote "YES," thereby approving the above ballot issue, the revised charter language shall become a part of the Charter of the City of Boynton Beach, Florida.

Section 6: The City Clerk is hereby directed to update and republish the City Charter to incorporate any approved amendments, including:

(a) Affixing the appropriate article and section numbers and/or letters to conform the Charter to the approved amendments;

(b) Making all necessary technical corrections to cross-references, table of contents, and formatting;

(c) Coordinating with the City's municipal code provider to update the Charter on the City's municipal code website within thirty (30) days of certification of election results; and

(d) Filing the updated Charter with the Florida Department of State within the timeframe required by law.

Section 7: The City Clerk of the City of Boynton Beach is hereby authorized and directed to take all steps necessary to place this charter amendment on the ballot, including but not limited to:

(a) Preparing and publishing all notices and advertisements required by Florida Statutes Chapter 100, the City's Charter, and the City's Code of Ordinances;

(b) Coordinating with the Palm Beach County Supervisor of Elections to ensure the charter amendment question is properly placed on the ballot;

(c) Providing the Supervisor of Elections with the ballot title and summary in the form and timeframe required;

(d) Ensuring compliance with all applicable deadlines under state and local law; and

(e) Taking any and all other actions required to effectuate the referendum election.

Section 8: All Ordinance or parts of Ordinance in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 9: If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 10: This Ordinance shall become effective immediately upon execution by all parties.

Section 11: Effective Date of Proposed Charter Amendments. The Proposed Charter Amendments will take effect upon the affirmative vote of a majority of those electors voting in the March 2026 election in the City of Boynton Beach.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

EXHIBIT "A"

Sec. 3. Composition, election, terms, vacancies.

(a) In order to qualify for the office of Mayor, a candidate must be a qualified elector of the City of Boynton Beach and have resided continuously within the City for a period of not less than one (1) year prior to filing for office, and who shall have attained the age of twenty-one (21) years on or before the date the candidate files and qualifies for office. The Mayor of the City of Boynton Beach may reside in any of the four (4) election districts and shall be elected by a city-wide vote.

(b) There shall be a City Commission of four (4) members elected from each of the four (4) election districts within the City, and a Mayor who is elected by a city-wide vote. Each City Commissioner and each candidate for City Commissioner shall reside in the election district from which he or she is (to be) elected at the time of the election. A candidate for a Commission district seat must reside, for a period of not less than one (1) year continuously prior to filing for election in the district from which the candidate seeks election. Voters shall vote for only one (1) candidate in each election district in which the voter resides, and one (1) candidate for Mayor.

(c) Qualifications for City Commissioners. Only qualified electors who have resided continuously in the City of Boynton Beach for at least one (1) year immediately prior to the election and who shall have attained the age of twenty-one (21) years on or before the date the candidate files and qualifies as a candidate for office shall be eligible to hold the office of City Commissioner. Each Commissioner and each candidate for Commissioner~~, commencing with the election in March 2014~~ shall be elected from the election district in which ~~he or she~~ they reside~~s~~, subject to the fifty percent (50%) plus one rule and runoff procedures set forth in the City Charter. Once elected, a Commissioner from an election district shall remain a resident of the election district and the City of Boynton Beach during ~~his/her~~ their term of office or shall forfeit ~~his/her~~ their office.

***

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Section 3 to Require Continuous Residence within the City for at Least One (1) Year Prior to Filing to Run for Office; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Section 3 -- Candidate Qualifications and Residency Requirements

This amendment revises Section 3 (Composition, Election, Terms, Vacancies) of the City Charter to require that candidates for Mayor and City Commissioner must have resided continuously within the City of Boynton Beach for at least one (1) year prior to filing for office.

The amendment:

Clarifies candidate qualifications by explicitly requiring continuous residency within the City for a minimum of one year before qualifying to run;

Ensures that candidates for district seats must also have resided continuously within their respective districts for at least one year prior to filing;

Affirms age and elector requirements, maintaining that all candidates must be at least 21 years of age and qualified electors of the City;

Reorganizes and modernizes section language for consistency and readability; and

Reinforces accountability and community connection, ensuring that individuals seeking office have a sustained and genuine commitment to Boynton Beach and its neighborhoods.

In practical effect, this amendment codifies the City's expectation that elected officials should have meaningful, ongoing ties to the community they serve, while maintaining consistency with constitutional standards for candidate qualifications.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
   N/A

4. Additional information the governing body deems useful (if any):

N/A

Proposed Ordinance No. 25-037

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment 1: Charter Preamble

Purpose

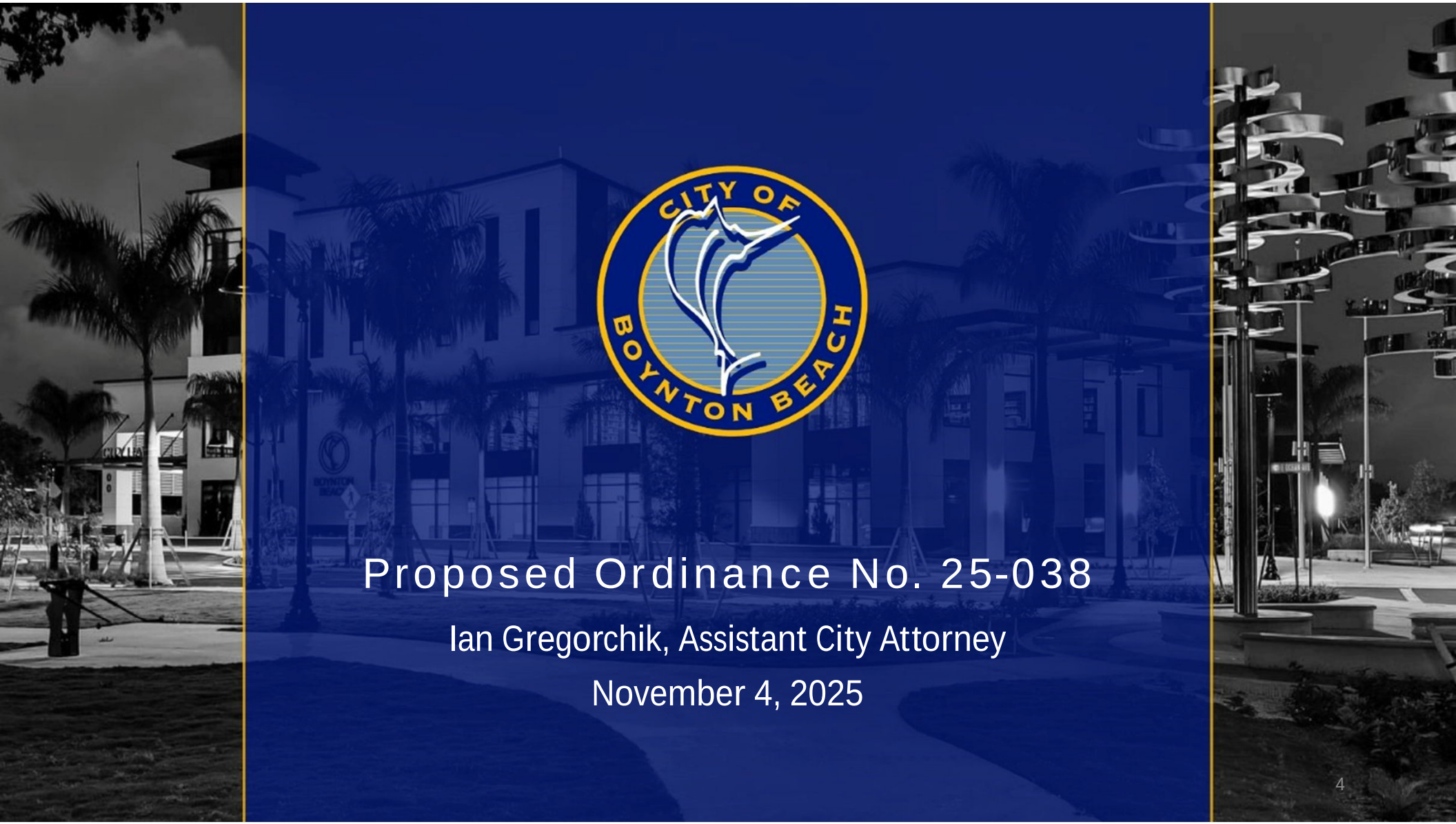
Add a preamble to establish the foundational purposes and principles of city governance.

Proposed Preamble Text

"The citizens of the City of Boynton Beach, in order to protect the general health, welfare, and safety of its residents, promote honest, efficient and responsive government, hereby adopt a revised City Charter in accordance with the Constitution and Statutes of the State of Florida."

Ballot Question: *Shall the City Charter be amended to add a Preamble establishing the foundational purposes and principles of the City's government, including the protection of the general health, welfare, and safety of residents and the promotion of honest, efficient, and responsive government?*

Discussion and Vote



Proposed Ordinance No. 25-038

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 3

Current Requirement

Candidates must reside in the city for one year prior to filing

Proposed Change

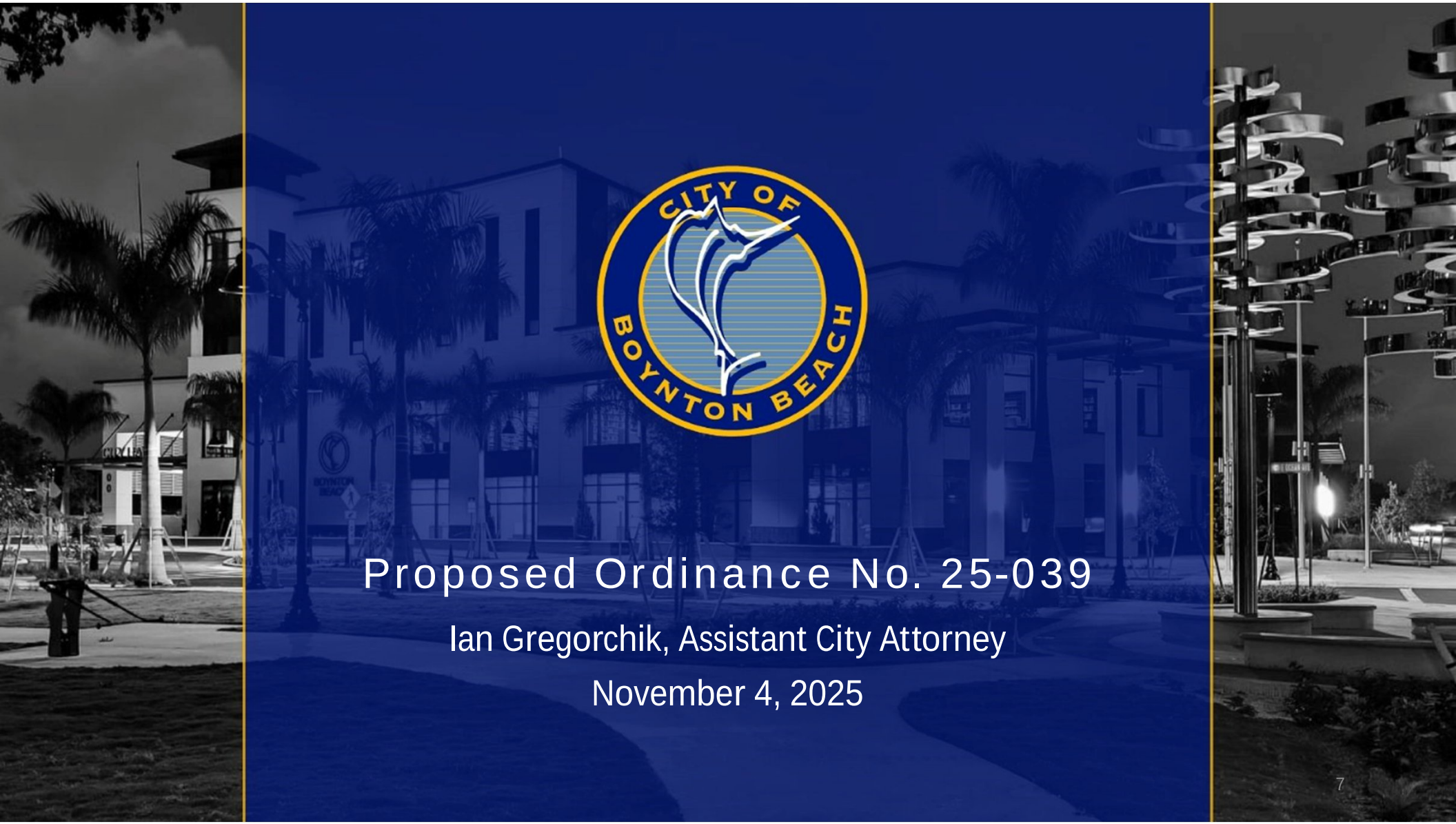
Add a requirement for continuous residence within the city for at least one (1) year prior to filing for office

Key Benefits

- Ensures candidates have sustained commitment to the community
- Prevents last-minute residency claims
- Clarifies eligibility standards

> ***Ballot Question:*** *Shall the City Charter be amended to require that candidates have resided continuously within the City for at least one (1) year prior to filing for office?*

Discussion and Vote



Proposed Ordinance No. 25-039

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 5

CURRENT TERMS	PROPOSED CHANGES
3-year terms	4-year terms (begins 2028)
2 consecutive term limit	2 consecutive term limit remains
Unclear “full term” definition	Serving >1/2 term = full term
No sit-out period	1-year sit-out required

Key Changes

- Increases terms of office for the Mayor and City Commissioners from three (3) to four (4) years, beginning with the March 2028 municipal election;
- Clarifies what constitutes a "term" for purposes of enforcing term limits—specifically, that service of more than one-half of a full term counts as a complete term;
- Imposes a one-year "sit-out period" after any person serves two consecutive terms before becoming eligible to run again for any elective City office.
- As written, Ordinance treats the office of Mayor and Commissioner the same for term limits.
- Example: If Commissioner Smith completes 2 consecutive terms ending in March 2030, they cannot run for Mayor or Commissioner again until the March 2032 election (after 1 year has passed).

Benefits

- Continuity of leadership
- Reduces election frequency and cost

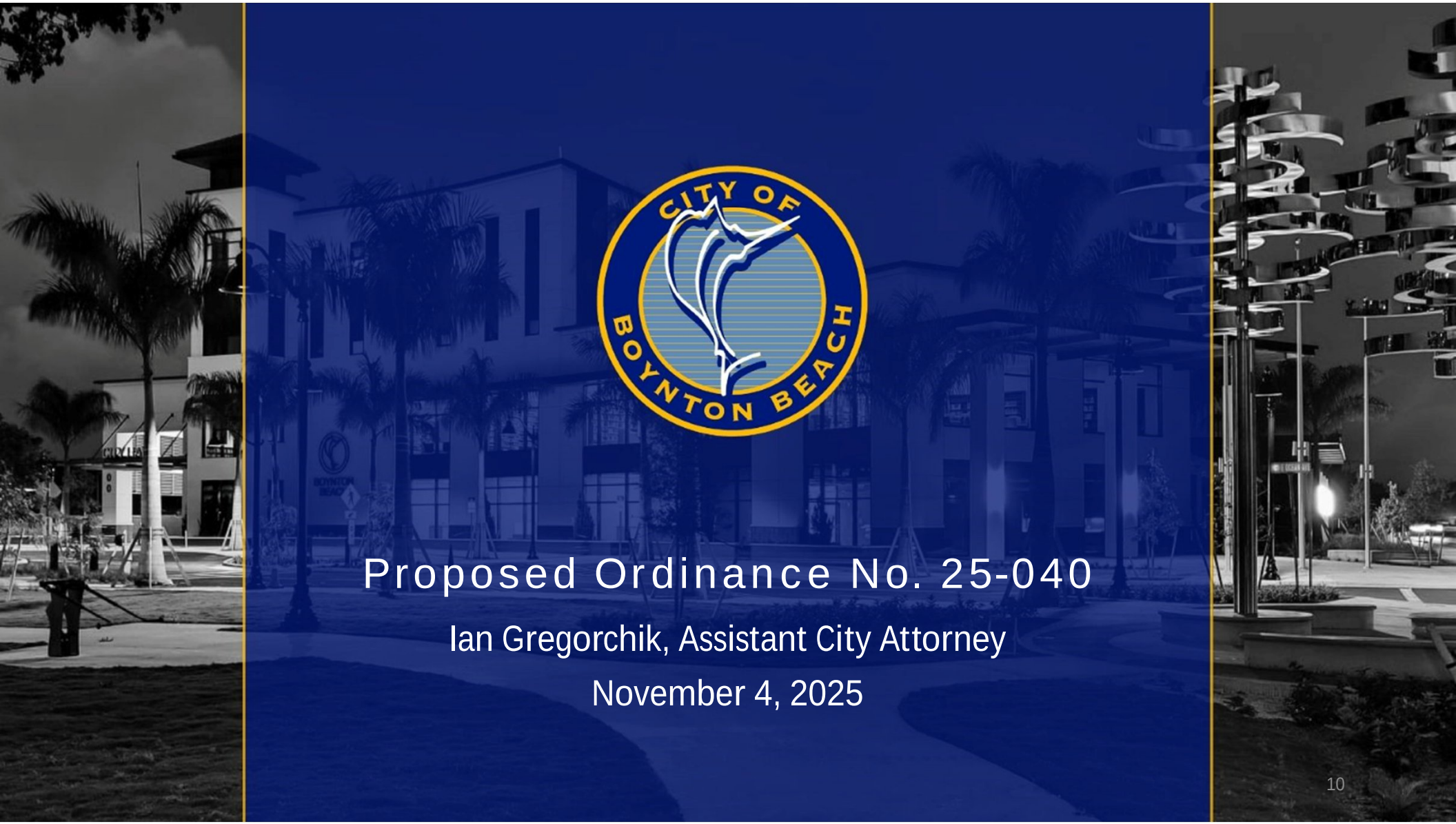
Implementation Timeline

- March 2026 election: 3-year terms
- March 2028 and beyond: 4-year terms

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) increase the term of elective offices from three (3) years to four (4) years; (2) clarify that serving more than one-half of a full term constitutes a complete term for purposes of term limits; and (3) require a mandatory sit-out period of one (1) year for any person who has served more than two (2) consecutive terms?*

8

Discussion and Vote



Proposed Ordinance No. 25-040

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 20

Key Changes

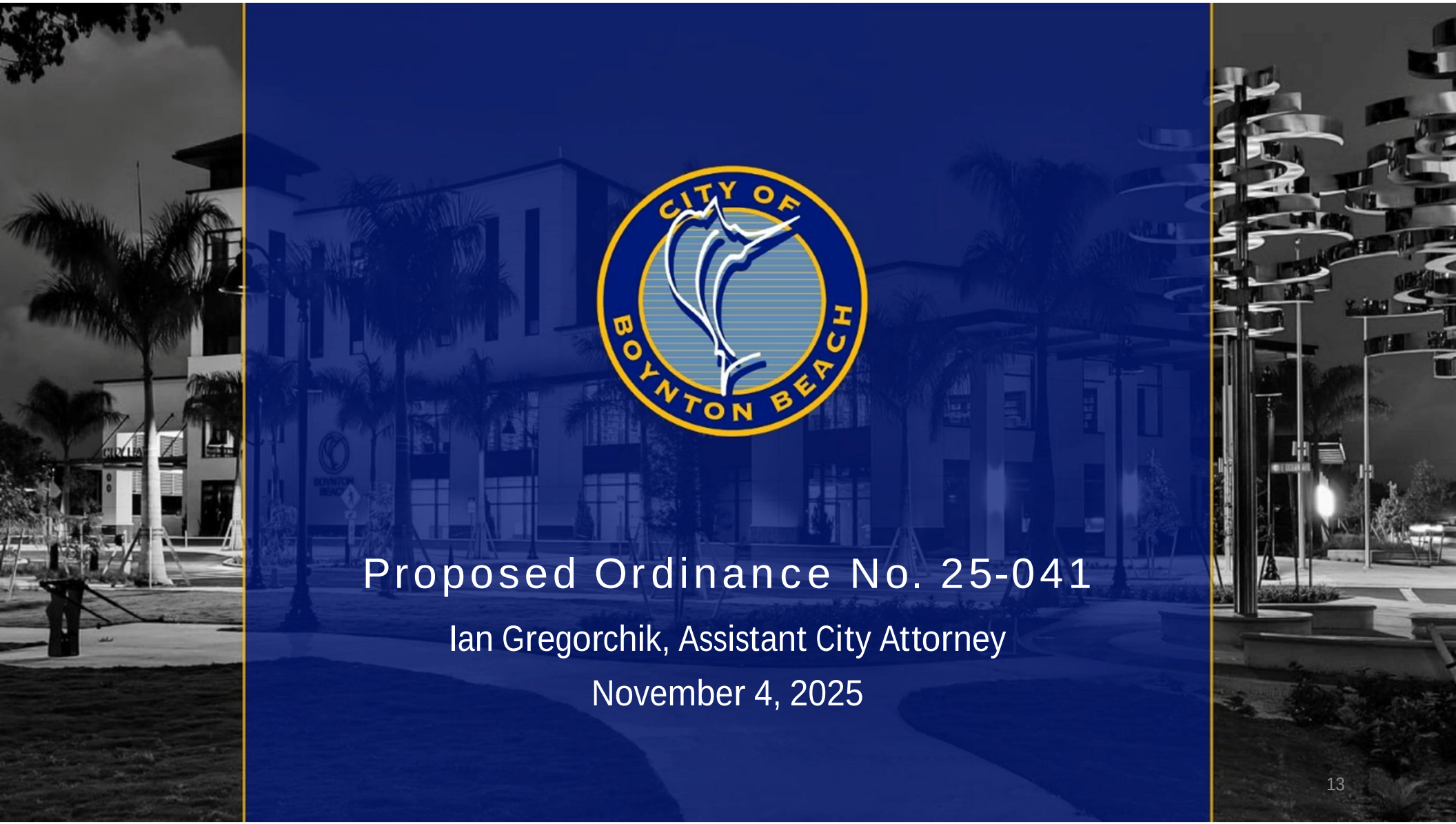
- Reaffirms the City's Commission/City Manager model of government, explicitly identifying the Mayor and Commission as the legislative and policy-making body;
- Requires a super-majority approval by the City Commission to appoint or remove the City Manager and City Attorney, ensuring stability in key leadership roles;
- Clarifies that all other City employees are hired, appointed, and discharged by the City Manager, with the appointment or discharge of Assistant City Managers subject to Commission confirmation;
- Defines the City Manager's administrative authority over all departments, personnel, and day-to-day operations; and
- Prohibits individual Commissioners from directing or interfering with staff, reinforcing professional management and ethical boundaries between policy and administration.

Benefits

- Promotes stability in key leadership positions
- Reduces political interference in administration
- Clarifies separation of policy from operations

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) clarify the Commission/City Manager form of government; (2) require a super majority vote for the appointment and removal of the City Manager and City Attorney; and (3) clarify the duties and responsibilities of the City Manager and City Commissioners in the governance structure?*

Discussion and Vote



Proposed Ordinance No. 25-041

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Language Modernization

Updates to Multiple Charter Sections (8, 20, 23, 24, 40, 50, 52, 54, 55)

Modernize Language

- Replace: “he,” “him,” “his/her”
- With: “they,” “them,” “their” or title roles

Notice Requirements

- Include digital communication methods
- Comply with current FL Statutes

- Replaces gender-specific language (e.g., "he/his") with neutral terms throughout the Charter;
- Updates notice and publication requirements to comply with modern communication practices, allowing notices to be published electronically on the City's website as permitted by Florida Statutes;
- Makes minor grammatical and formatting corrections to ensure consistency and readability.

Benefits
This modernization package does not change the substance of City governance but aligns the Charter with contemporary standards of inclusivity, transparency, and statutory compliance, reducing ambiguity and improving public understanding.

Ballot Question: *Shall the City Charter be amended to: (1) modernize language by replacing outdated masculine-only pronouns; and (2) update notice and publication requirements to comply with current Florida law and include digital communication methods?*

Discussion and Vote

Implementation Timeline

- Today - City Commission consideration of referendum ordinances
- First Reading - Commission adopts ordinances on first reading
- Second Reading - Final passage of referendum ordinances
- Notice & Publication - City Clerk advertises referendum per Florida Election Code
- March 2026 - Voters decide on approved amendments
- Upon Voter Approval - Amendments become effective immediately
- March 2028 - Four-year terms begin (if Amendment 3 approved)

Important Notes

- Each amendment is voted on separately - approval of one does not affect others
- City Clerk will ensure proper ballot formatting and publication

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Ordinance No. 25-039- First Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Section 5 to Increase the Term of Elective Offices from Three (3) Years to Four (4) Years; to Clarify What Constitutes a Term for Purposes of Term Limits; to Provide for a Mandatory Sit-Out Period; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided By Law; Providing for Conflicts, Severability, and an Effective Date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-039, at first reading.

Explanation of Request:

The Charter Review Committee (the "Committee") was established by Resolution No. R25-195 of the City Commission of the City of Boynton Beach, Florida. This resolution authorized the formation of a five-member advisory committee to review and propose amendments to the City Charter. Members were appointed individually by the Mayor, Vice Mayor, and City Commissioners, representing a cross-section of professional experience and civic engagement.

The Committee was charged with:

1. Reviewing the existing City Charter;
2. Considering proposed amendments prepared by the City Attorney's Office; and
3. Recommending any additional modifications necessary to improve the Charter's clarity, function, and responsiveness to the public interest.

The Committee met regularly from August through October 2025 and received staff assistance from the City Attorney's Office and City Clerk's Office. All meetings were publicly noticed and conducted in accordance with the Florida Sunshine Law.

Based on its review, the Committee recommends adoption of the following proposed charter amendment:

Section 5 -- Terms of Office and Term Limits

The amendment:

- Increases terms of office for the Mayor and City Commissioners from three (3) to four (4) years, beginning with the March 2028 municipal election;
- Clarifies what constitutes a "term" for purposes of enforcing term limits—specifically, that service of more than one-half of a full term counts as a complete term;
- Imposes a one-year "sit-out period" after any person serves two consecutive terms before becoming eligible to run again for any elective City office; and
- Harmonizes all related provisions to align future elections with the new four-year cycle.

Implementation Timeline: Persons elected in the March 2026 election will serve three-year terms to align the election cycle. Beginning with the March 2028 election, all terms will be four years.

Effect: This change provides more continuity in governance, reduces election frequency and cost, and ensures fairness and clarity in applying term-limit rules while maintaining opportunities for new leadership.

The Committee also reviewed the eligibility criteria for service on the City Commission:

Residency Requirements: Based on legal guidance from the City Attorney’s September 2, 2025, memorandum, the Committee determined that durational residency rules longer than one year may raise constitutional issues under the Equal Protection and Privileges and Immunities Clauses. The Committee, therefore, recommended clarifying the existing residency provision rather than lengthening it to ensure defensibility and prevent potential litigation.

Age Requirements: As noted in the City Attorney’s September 3, 2025, memorandum, the Committee considered whether to raise age qualifications for candidates but concluded that doing so could present constitutional risks. The Committee recognized that modest age requirements rationally related to ensuring maturity and fiscal responsibility are legally permissible but should not unduly restrict voter choice.

After deliberation and consideration of research regarding adolescent brain development and fiscal maturity, the Committee voted 3-1 to maintain the current age requirement of 21 years. One committee member preferred to raise the age to 25 years based on research indicating

that brain development, particularly regarding long-term planning and fiscal decision-making, continues into the mid-twenties. However, the majority concluded that the current 21-year age requirement appropriately balances maturity considerations with voter choice and constitutional principles.

How will this affect city programs or services? None

Budgeted Item: Yes

Account Line Item and Description: None

Fiscal Impact: None

Attachments:
Ord 25-039 Charter_Section_5_-_Final.docx
Agenda Item 3919-2025 Business Impact Statement - Charter Section 5.docx
Agenda Items 3917-3921 Charter Amendment Ordinances - Nov 4 Agenda.pptx

ORDINANCE NO. 25-039

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA SUBMITTING TO REFERENDUM AMENDMENTS TO THE CITY CHARTER; AMENDING SECTION 5 TO INCREASE THE TERM OF ELECTIVE OFFICES FROM THREE (3) YEARS TO FOUR (4) YEARS; TO CLARIFY WHAT CONSTITUTES A TERM FOR PURPOSES OF TERM LIMITS; TO PROVIDE FOR A MANDATORY SIT-OUT PERIOD; PROVIDING FOR A NOTICE OF AN ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF BOYNTON BEACH, FLORIDA, ON THE MARCH 2026 GENERAL MUNICIPAL ELECTION BALLOT AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Boynton Beach ("City"); and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission through the adoption of an Ordinance calling for such a referendum election; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to modify the term limits and length of terms for elective offices to better serve the citizens of Boynton Beach; and

WHEREAS, the City Commission has publicly reviewed, considered, and directed that this Ordinance be prepared and that the appropriate Charter Referendum question be included

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

herein and submitted to the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: The City Charter is hereby revised to read as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Section 3: The Ballot Title shall be as follows:

AMENDMENT TO CITY CHARTER - ELECTIVE OFFICE TERMS AND CLARIFY TERM LIMITS

Section 4: The following question shall be placed on the ballot for consideration by the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election in Palm Beach County, Florida. The election ballot question shall read as follows:

Shall the City Charter be amended to: (1) increase the term of elective offices (Mayor and Commission members) from three (3) years to four (4) years; (2) clarify that serving more than one-half (1/2) of a full term constitutes a complete term for purposes of term limits; and (3) require a mandatory sit-out period of one (1) year for any person who has served more than two (2) consecutive terms before being eligible to run again for any elective office?

YES_____ NO_____

Section 5: That should a majority of electors voting on the above-referenced referendum election vote "YES," thereby approving the above ballot issue, the revised charter language shall become a part of the Charter of the City of Boynton Beach, Florida.

Section 6: The City Clerk is hereby directed to update and republish the City Charter to incorporate any approved amendments, including:

(a) Affixing the appropriate article and section numbers and/or letters to conform the Charter to the approved amendments;

(b) Making all necessary technical corrections to cross-references, table of contents, and formatting;

(c) Coordinating with the City's municipal code provider to update the Charter on the City's municipal code website within thirty (30) days of certification of election results; and

(d) Filing the updated Charter with the Florida Department of State within the timeframe required by law.

Section 7: The City Clerk of the City of Boynton Beach is hereby authorized and directed to take all steps necessary to place this charter amendment on the ballot, including but not limited to:

(a) Preparing and publishing all notices and advertisements required by Florida Statutes Chapter 100, the City's Charter, and the City's Code of Ordinances;

(b) Coordinating with the Palm Beach County Supervisor of Elections to ensure the charter amendment question is properly placed on the ballot;

(c) Providing the Supervisor of Elections with the ballot title and summary in the form and timeframe required;

(d) Ensuring compliance with all applicable deadlines under state and local law; and

(e) Taking any and all other actions required to effectuate the referendum election.

Section 8: All Ordinance or parts of Ordinance in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 9: If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 10: This Ordinance shall become effective immediately upon execution by all parties.

Section 11: Effective Date of Proposed Charter Amendments. The Proposed Charter Amendments will take effect upon the affirmative vote of a majority of those electors voting in the March 2026 election in the City of Boynton Beach.

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FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

EXHIBIT "A"

Sec. 5. Terms of elective offices.

(a)All elective offices shall be for ~~the~~ a term of ~~three (3)~~ four (4) years, and no person shall be eligible to hold any elective office for more than two (2) consecutive terms. For purposes of this section, elective office shall include both mayor and commission member.

(b) Implementation of four-year terms: Beginning with offices elected in the March 2028 municipal election, each person elected shall serve a four (4) year term. Persons holding elective office at the time of adoption of this amendment, and persons elected during the March 2026 municipal election, shall serve a three (3) year term to align future elections with the four-year cycle.

(c) For purposes of term limits under subsection (a), a person shall be deemed to have served a full term if (as such person serves more than one-half (1/2) of an elective term.

(d) Any person who serves more than two (2) consecutive terms in any elective office shall not be eligible to run for or hold any elective office until at least one (1) year has elapsed from the expiration of their last term of office. This mandatory sit-out period applies regardless of whether the person seeks the same office or a different elective office.

(~~b~~e) The resignation from, or forfeiture of, an elective office during any part of an ~~three (3) year~~ elective term shall be deemed to constitute a full and complete term under the provisions of this section.

(f) Terms served prior to the effective date of this amendment shall count toward the consecutive term limits established herein. A person may move between the offices of mayor and commission member without the change in office constituting a break in consecutive service for term limit purposes.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Section 5 to Increase the Term of Elective Offices from Three (3) Years to Four (4) Years; to Clarify What Constitutes a Term for Purposes of Term Limits; to Provide for a Mandatory Sit-Out Period; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided By Law; Providing for Conflicts, Severability, and an Effective Date.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Section 5 -- Terms of Office and Term Limits

The amendment:

Increases terms of office for the Mayor and City Commissioners from three (3) to four (4) years, beginning with the March 2028 municipal election;

Clarifies what constitutes a "term" for purposes of enforcing term limits—specifically, that service of more than one-half of a full term counts as a complete term;

Imposes a one-year "sit-out period" after any person serves two consecutive terms before becoming eligible to run again for any elective City office; and

Harmonizes all related provisions to align future elections with the new four-year cycle.

Implementation Timeline: Persons elected in the March 2026 election will serve three-year terms to align the election cycle. Beginning with the March 2028 election, all terms will be four years.

Effect: This change provides more continuity in governance, reduces election frequency and cost, and ensures fairness and clarity in applying term-limit rules while maintaining opportunities for new leadership.

The Committee also reviewed the eligibility criteria for service on the City Commission:

Residency Requirements: Based on legal guidance from the City Attorney's September 2, 2025, memorandum, the Committee determined that durational residency rules longer than one year may raise constitutional issues under the Equal Protection and Privileges and Immunities Clauses. The Committee, therefore, recommended clarifying the existing residency provision rather than lengthening it to ensure defensibility and prevent potential litigation.

Age Requirements: As noted in the City Attorney's September 3, 2025, memorandum, the Committee considered whether to raise age qualifications for candidates but concluded that doing so could present constitutional risks. The Committee recognized that modest age requirements rationally related to ensuring maturity and fiscal responsibility are legally permissible but should not unduly restrict voter choice.

After deliberation and consideration of research regarding adolescent brain development and fiscal maturity, the Committee voted 3-1 to maintain the current age requirement of 21 years. One committee member preferred to raise the age to 25 years based on research indicating that brain development, particularly regarding long-term planning and fiscal decision-making, continues into the mid-twenties. However, the majority concluded that the current 21-year age requirement appropriately balances maturity considerations with voter choice and constitutional principles.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

   (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

   N/A

   (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

   N/A

   (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

   N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
   N/A

4. Additional information the governing body deems useful (if any):

N/A

Proposed Ordinance No. 25-037

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment 1: Charter Preamble

Purpose

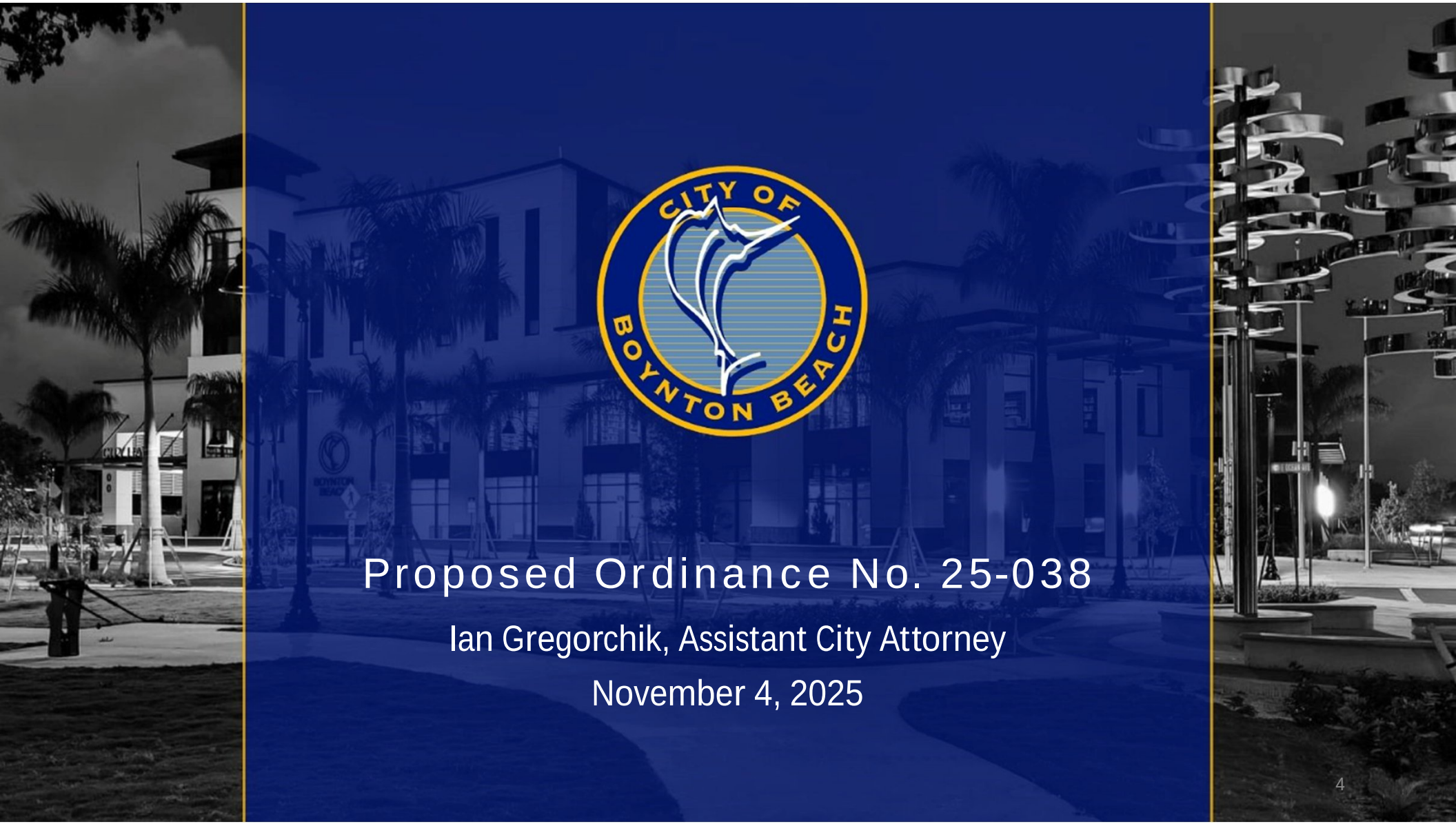
Add a preamble to establish the foundational purposes and principles of city governance.

Proposed Preamble Text

"The citizens of the City of Boynton Beach, in order to protect the general health, welfare, and safety of its residents, promote honest, efficient and responsive government, hereby adopt a revised City Charter in accordance with the Constitution and Statutes of the State of Florida."

Ballot Question: *Shall the City Charter be amended to add a Preamble establishing the foundational purposes and principles of the City's government, including the protection of the general health, welfare, and safety of residents and the promotion of honest, efficient, and responsive government?*

Discussion and Vote



Proposed Ordinance No. 25-038

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 3

Current Requirement

Candidates must reside in the city for one year prior to filing

Proposed Change

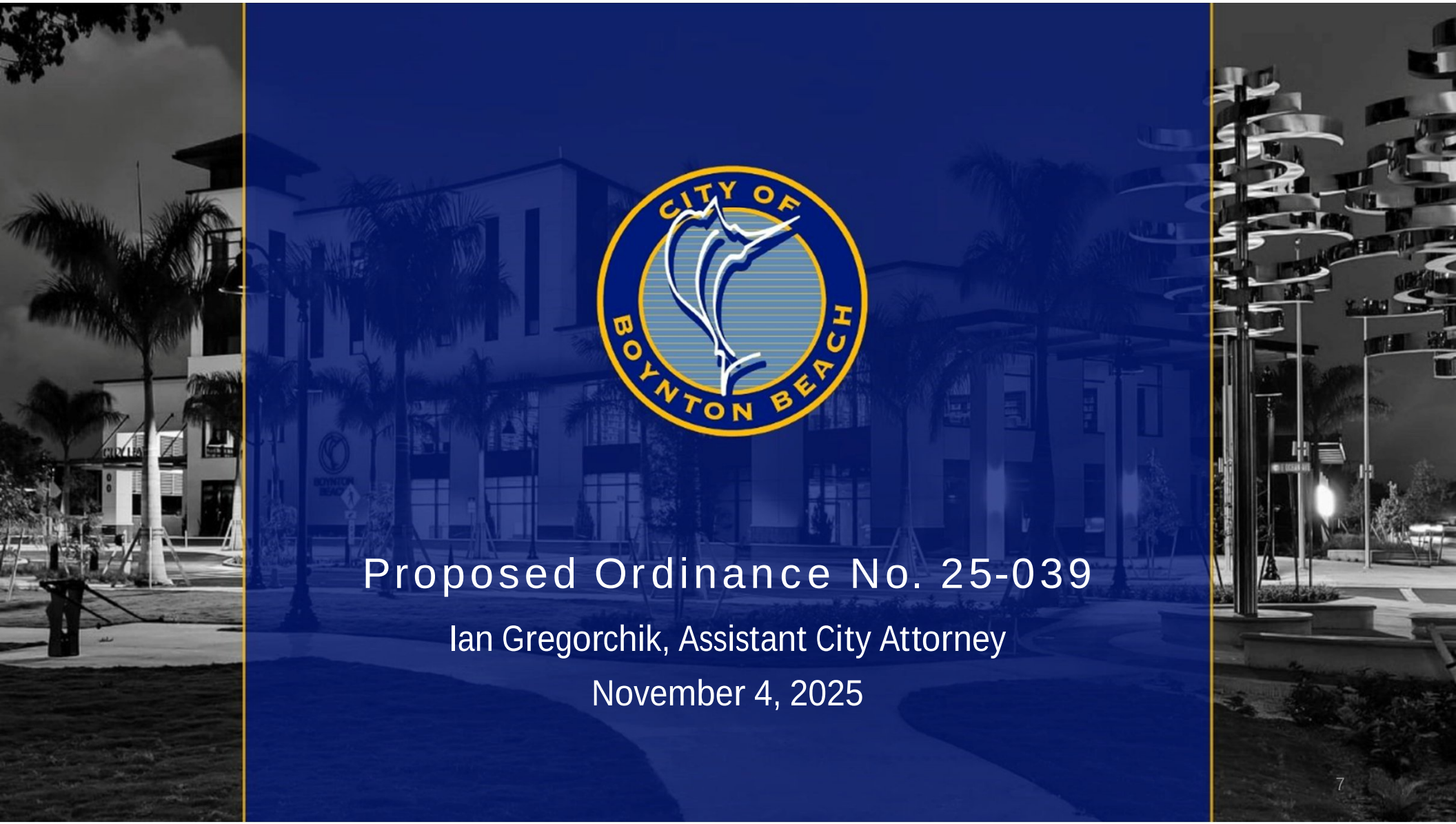
Add a requirement for continuous residence within the city for at least one (1) year prior to filing for office

Key Benefits

- Ensures candidates have sustained commitment to the community
- Prevents last-minute residency claims
- Clarifies eligibility standards

> ***Ballot Question:*** *Shall the City Charter be amended to require that candidates have resided continuously within the City for at least one (1) year prior to filing for office?*

Discussion and Vote



Proposed Ordinance No. 25-039

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 5

CURRENT TERMS	PROPOSED CHANGES
3-year terms	4-year terms (begins 2028)
2 consecutive term limit	2 consecutive term limit remains
Unclear “full term” definition	Serving >1/2 term = full term
No sit-out period	1-year sit-out required

Key Changes

- Increases terms of office for the Mayor and City Commissioners from three (3) to four (4) years, beginning with the March 2028 municipal election;
- Clarifies what constitutes a "term" for purposes of enforcing term limits—specifically, that service of more than one-half of a full term counts as a complete term;
- Imposes a one-year "sit-out period" after any person serves two consecutive terms before becoming eligible to run again for any elective City office.
- As written, Ordinance treats the office of Mayor and Commissioner the same for term limits.
- Example: If Commissioner Smith completes 2 consecutive terms ending in March 2030, they cannot run for Mayor or Commissioner again until the March 2032 election (after 1 year has passed).

Benefits

- Continuity of leadership
- Reduces election frequency and cost

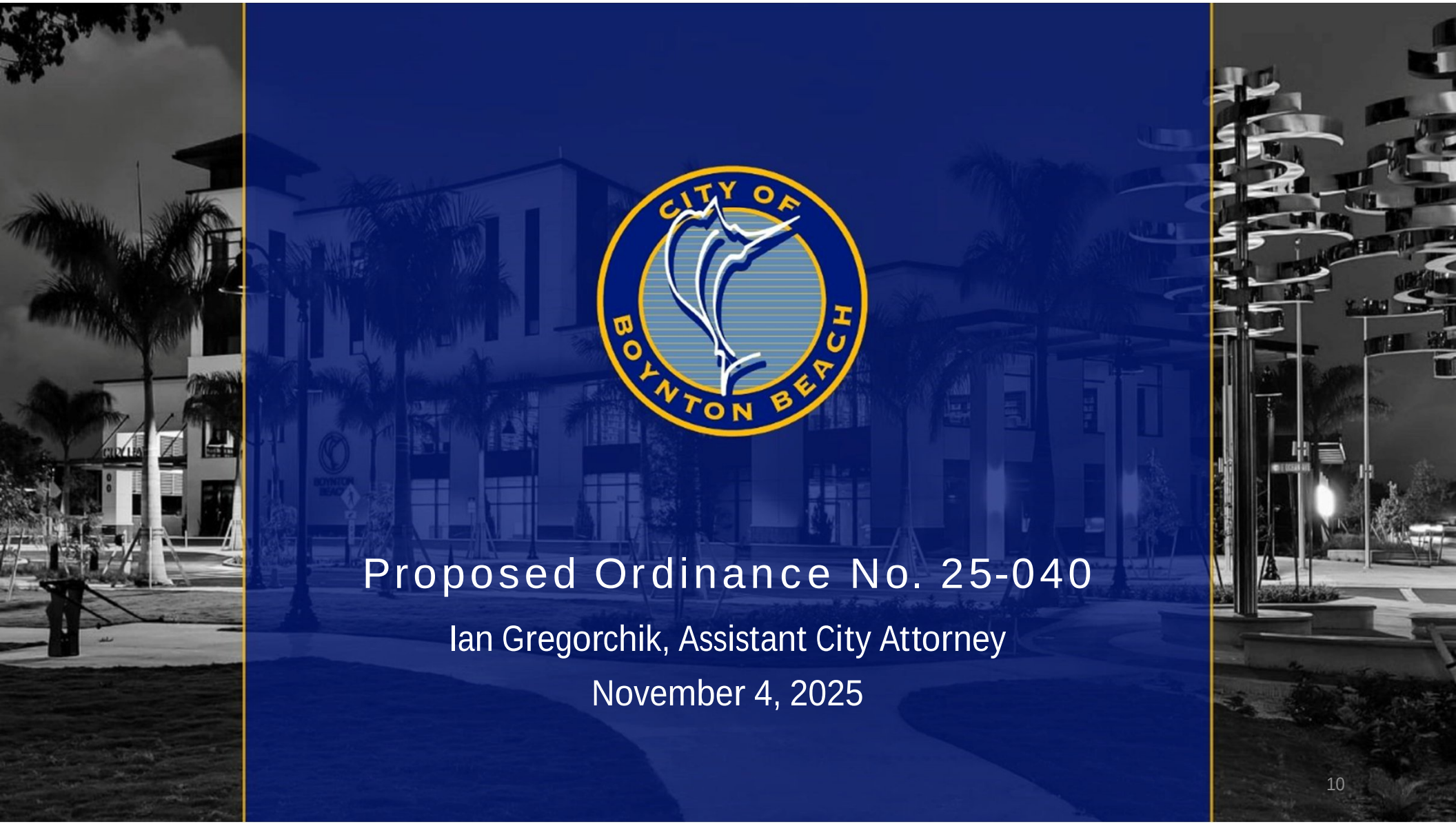
Implementation Timeline

- March 2026 election: 3-year terms
- March 2028 and beyond: 4-year terms

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) increase the term of elective offices from three (3) years to four (4) years; (2) clarify that serving more than one-half of a full term constitutes a complete term for purposes of term limits; and (3) require a mandatory sit-out period of one (1) year for any person who has served more than two (2) consecutive terms?*

8

Discussion and Vote



Proposed Ordinance No. 25-040

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 20

Key Changes

- Reaffirms the City's Commission/City Manager model of government, explicitly identifying the Mayor and Commission as the legislative and policy-making body;
- Requires a super-majority approval by the City Commission to appoint or remove the City Manager and City Attorney, ensuring stability in key leadership roles;
- Clarifies that all other City employees are hired, appointed, and discharged by the City Manager, with the appointment or discharge of Assistant City Managers subject to Commission confirmation;
- Defines the City Manager's administrative authority over all departments, personnel, and day-to-day operations; and
- Prohibits individual Commissioners from directing or interfering with staff, reinforcing professional management and ethical boundaries between policy and administration.

Benefits

- Promotes stability in key leadership positions
- Reduces political interference in administration
- Clarifies separation of policy from operations

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) clarify the Commission/City Manager form of government; (2) require a super majority vote for the appointment and removal of the City Manager and City Attorney; and (3) clarify the duties and responsibilities of the City Manager and City Commissioners in the governance structure?*

Discussion and Vote

Proposed Ordinance No. 25-041

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Language Modernization

Updates to Multiple Charter Sections (8, 20, 23, 24, 40, 50, 52, 54, 55)

Modernize Language

- Replace: “he,” “him,” “his/her”
- With: “they,” “them,” “their” or title roles

Notice Requirements

- Include digital communication methods
- Comply with current FL Statutes

- Replaces gender-specific language (e.g., "he/his") with neutral terms throughout the Charter;
- Updates notice and publication requirements to comply with modern communication practices, allowing notices to be published electronically on the City's website as permitted by Florida Statutes;
- Makes minor grammatical and formatting corrections to ensure consistency and readability.

Benefits
This modernization package does not change the substance of City governance but aligns the Charter with contemporary standards of inclusivity, transparency, and statutory compliance, reducing ambiguity and improving public understanding.

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) modernize language by replacing outdated masculine-only pronouns; and (2) update notice and publication requirements to comply with current Florida law and include digital communication methods?*

Discussion and Vote

Implementation Timeline

- Today - City Commission consideration of referendum ordinances
- First Reading - Commission adopts ordinances on first reading
- Second Reading - Final passage of referendum ordinances
- Notice & Publication - City Clerk advertises referendum per Florida Election Code
- March 2026 - Voters decide on approved amendments
- Upon Voter Approval - Amendments become effective immediately
- March 2028 - Four-year terms begin (if Amendment 3 approved)

Important Notes

- Each amendment is voted on separately - approval of one does not affect others
- City Clerk will ensure proper ballot formatting and publication

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Ordinance No. 25-040- First Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Section 20 to Clarify the Form of Government, Require a Super Majority Vote for the Appointment and Removal of the City Manager and City Attorney, and Clarifying the Duties and Responsibilities of the City Manager and Commissioners; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-040, at first reading.

Explanation of Request:

The Charter Review Committee (the "Committee") was established by Resolution No. R25-195 of the City Commission of the City of Boynton Beach, Florida. This resolution authorized the formation of a five-member advisory committee to review and propose amendments to the City Charter. Members were appointed individually by the Mayor, Vice Mayor, and City Commissioners, representing a cross-section of professional experience and civic engagement.

The Committee was charged with:

1. Reviewing the existing City Charter;
2. Considering proposed amendments prepared by the City Attorney's Office; and
3. Recommending any additional modifications necessary to improve the Charter's clarity, function, and responsiveness to the public interest.

The Committee met regularly from August through October 2025 and received staff assistance from the City Attorney's Office and City Clerk's Office. All meetings were publicly noticed and conducted in accordance with the Florida Sunshine Law.

Based on its review, the Committee recommends adoption of the following proposed charter amendment:

Section 20 -- Form of Government and Administrative Structure

This amendment modernizes and clarifies Section 20 (General Provisions) to better define the Commission/City Manager form of government and delineate the respective responsibilities of elected officials and the administration.

The amendment:

- Reaffirms the City's Commission/City Manager model of government, explicitly identifying the Mayor and Commission as the legislative and policymaking body;
- Requires a super-majority approval by the City Commission to appoint or remove the City Manager and City Attorney, ensuring stability in key leadership roles;
- Clarifies that all other City employees are hired, appointed, and discharged by the City Manager, with the appointment or discharge of Assistant City Managers subject to Commission confirmation;
- Defines the City Manager's administrative authority over all departments, personnel, and day-to-day operations; and
- Prohibits individual Commissioners from directing or interfering with staff, reinforcing professional management and ethical boundaries between policy and administration.

Effect: This amendment strengthens the separation between governance and administration, enhances professional accountability, and protects against undue political influence in personnel decisions.

How will this affect city programs or services? None

Budgeted Item: Yes

Account Line Item and Description: None

Fiscal Impact: None

Attachments:
Ord 25-040 Charter_Section_20_-_Final__002_ (1).docx
Agenda Item 3920-2025 Business Impact Statement - Charter Section 20.docx
Agenda Items 3917-3921 Charter Amendment Ordinances - Nov 4 Agenda.pptx

ORDINANCE NO. 25-040

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA SUBMITTING TO REFERENDUM AMENDMENTS TO THE CITY CHARTER; AMENDING SECTION 20 TO CLARIFY THE FORM OF GOVERNMENT, REQUIRE A SUPER MAJORITY VOTE FOR THE APPOINTMENT AND REMOVAL OF THE CITY MANAGER AND CITY ATTORNEY, AND CLARIFYING THE DUTIES AND RESPONSIBILITIES OF THE CITY MANAGER AND COMMISSIONERS; PROVIDING FOR A NOTICE OF AN ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF BOYNTON BEACH, FLORIDA, ON THE MARCH 2026 GENERAL MUNICIPAL ELECTION BALLOT AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Boynton Beach ("City"); and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission through the adoption of an Ordinance calling for such a referendum election; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to clarify the form of government, strengthen the appointment and removal processes for key administrative positions, and better define the roles and responsibilities of elected officials; and

WHEREAS, the City Commission has publicly reviewed, considered, and directed that this Ordinance be prepared and that the appropriate Charter Referendum question be included herein and submitted to the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: The City Charter is hereby revised to read as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Section 3: The Ballot Title shall be as follows:

AMENDMENT TO CITY CHARTER – CLARIFYING FORM OF GOVERNMENT, DUTIES AND RESPONSIBILITIES, AND ADMINISTRATIVE PROVISIONS

Section 4: The following question shall be placed on the ballot for consideration by the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election in Palm Beach County, Florida. The election ballot question shall read as follows:

Shall the City Charter be amended to: (1) clarify the Commission/City Manager form of government; (2) require a super majority vote for the appointment and removal of the City Manager and City Attorney; and (3) clarify the duties and responsibilities of the City Manager and City Commissioners in the governance structure?

YES____ NO____

Section 5: That should a majority of electors voting on the above-referenced referendum election vote "YES," thereby approving the above ballot issue, the revised charter language shall become a part of the Charter of the City of Boynton Beach, Florida.

Section 6: The City Clerk is hereby directed to update and republish the City Charter to incorporate any approved amendments, including:

(a) Affixing the appropriate article and section numbers and/or letters to conform the Charter to the approved amendments;

(b) Making all necessary technical corrections to cross-references, table of contents, and formatting;

(c) Coordinating with the City's municipal code provider to update the Charter on the City's municipal code website within thirty (30) days of certification of election results; and

(d) Filing the updated Charter with the Florida Department of State within the timeframe required by law.

Section 7: The City Clerk of the City of Boynton Beach is hereby authorized and directed to take all steps necessary to place this charter amendment on the ballot, including but not limited to:

(a) Preparing and publishing all notices and advertisements required by Florida Statutes Chapter 100, the City's Charter, and the City's Code of Ordinances;

(b) Coordinating with the Palm Beach County Supervisor of Elections to ensure the charter amendment question is properly placed on the ballot;

(c) Providing the Supervisor of Elections with the ballot title and summary in the form and timeframe required;

(d) Ensuring compliance with all applicable deadlines under state and local law; and

(e) Taking any and all other actions required to effectuate the referendum election.

Section 8: All Ordinance or parts of Ordinance in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 9: If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 10: This Ordinance shall become effective immediately upon execution by all parties.

Section 11: Effective Date of Proposed Charter Amendments. The Proposed Charter Amendments will take effect upon the affirmative vote of a majority of those electors voting in the March 2026 election in the City of Boynton Beach.

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FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

EXHIBIT "A"

Sec. 20. General Provisions.

(a) *Duties and Responsibilities of Commissioners.* The Mayor and City Commission shall constitute the governing body of the City under the Commission/City Manager form of government and shall exercise all legislative powers authorized under Florida law, including but not limited to: (a) Adopting ordinances, resolutions, and policies; (b) Approving the annual budget; (c) Appointing the City Manager and City Attorney; and (d) Establishing municipal policy and priorities.

(~~a~~b) *Administrative officers, departments, and agencies.* ~~The government of the City shall be carried on by the Mayor and City Commission.~~ The City Commission shall appoint a City Manager by a super majority vote, who shall serve as the City's Chief Executive Officer, and a City Attorney by a super majority vote~~, both of whom shall serve at the pleasure of the City Commission.~~ The City Manager and City Attorney shall serve at the pleasure of the City Commission, but may only be terminated by a super majority vote. There shall also be such other departments and agencies as may be established from time to time by ~~ordinance and~~ the City Manager, or as may be prescribed by ordinances adopted by the City Commission. All other city employees shall be hired, appointed, and discharged by the City Manager~~, with only the appointment or discharge of Assistant City Managers subject to confirmation by the City Commission~~.

(~~b~~c) *Supervision by City Manager.* Each department, office, and agency under the direction and supervision of the City Manager shall be administered by an officer appointed by and subject to the direction and supervision of the City Manager. With the consent of the City Commission, the City Manager may serve as the head of one or more such departments, offices, or agencies, or may appoint one person as the head of two or more of them~~,~~ or may combine the functions of any office~~s~~ specified in this Charter which may be appointed by the City Manager.

(~~c~~d) *Commission/Manager integration with administration.* The City Manager shall have full authority over all administrative matters, personnel decisions, and day-to-day operations, subject only to policies established by the City Commission. The City Commission or its members shall deal with city officers and employees who are subject to the direction and supervision of the City Manager solely through the Manager, when such dealings involve giving orders or making requests for services to any such officer or employee. Individual Commissioners shall not direct, supervise, or interfere with the administrative functions of City staff or departments. All employees and officers shall be permitted to provide information to any Commissioner or member of the public upon request.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Section 20 to Clarify the Form of Government, Require a Super Majority Vote for the Appointment and Removal of the City Manager and City Attorney, and Clarifying the Duties and Responsibilities of the City Manager and Commissioners; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, when Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Section 20 -- Form of Government and Administrative Structure

This amendment modernizes and clarifies Section 20 (General Provisions) to better define the Commission/City Manager form of government and delineate the respective responsibilities of elected officials and the administration.

The amendment:

Reaffirms the City's Commission/City Manager model of government, explicitly identifying the Mayor and Commission as the legislative and policymaking body;

Requires a super-majority approval by the City Commission to appoint or remove the City Manager and City Attorney, ensuring stability in key leadership roles;

Clarifies that all other City employees are hired, appointed, and discharged by the City Manager, with the appointment or discharge of Assistant City Managers subject to Commission confirmation;

Defines the City Manager's administrative authority over all departments, personnel, and day-to-day operations; and

Prohibits individual Commissioners from directing or interfering with staff, reinforcing professional management and ethical boundaries between policy and administration.

Effect: This amendment strengthens the separation between governance and administration, enhances professional accountability, and protects against undue political influence in personnel decisions.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

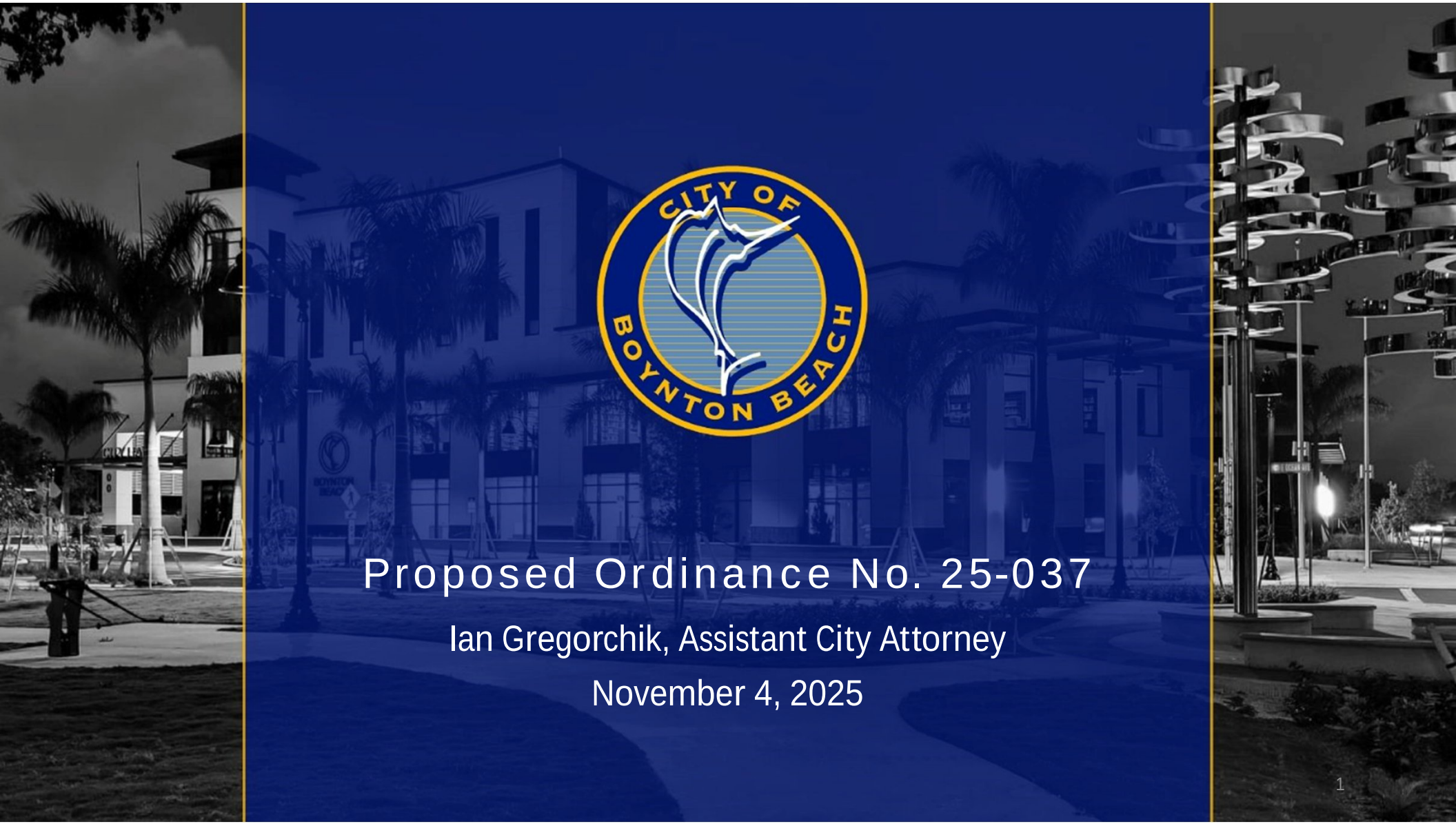
(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
   N/A

4. Additional information the governing body deems useful (if any):

N/A



Proposed Ordinance No. 25-037

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment 1: Charter Preamble

Purpose

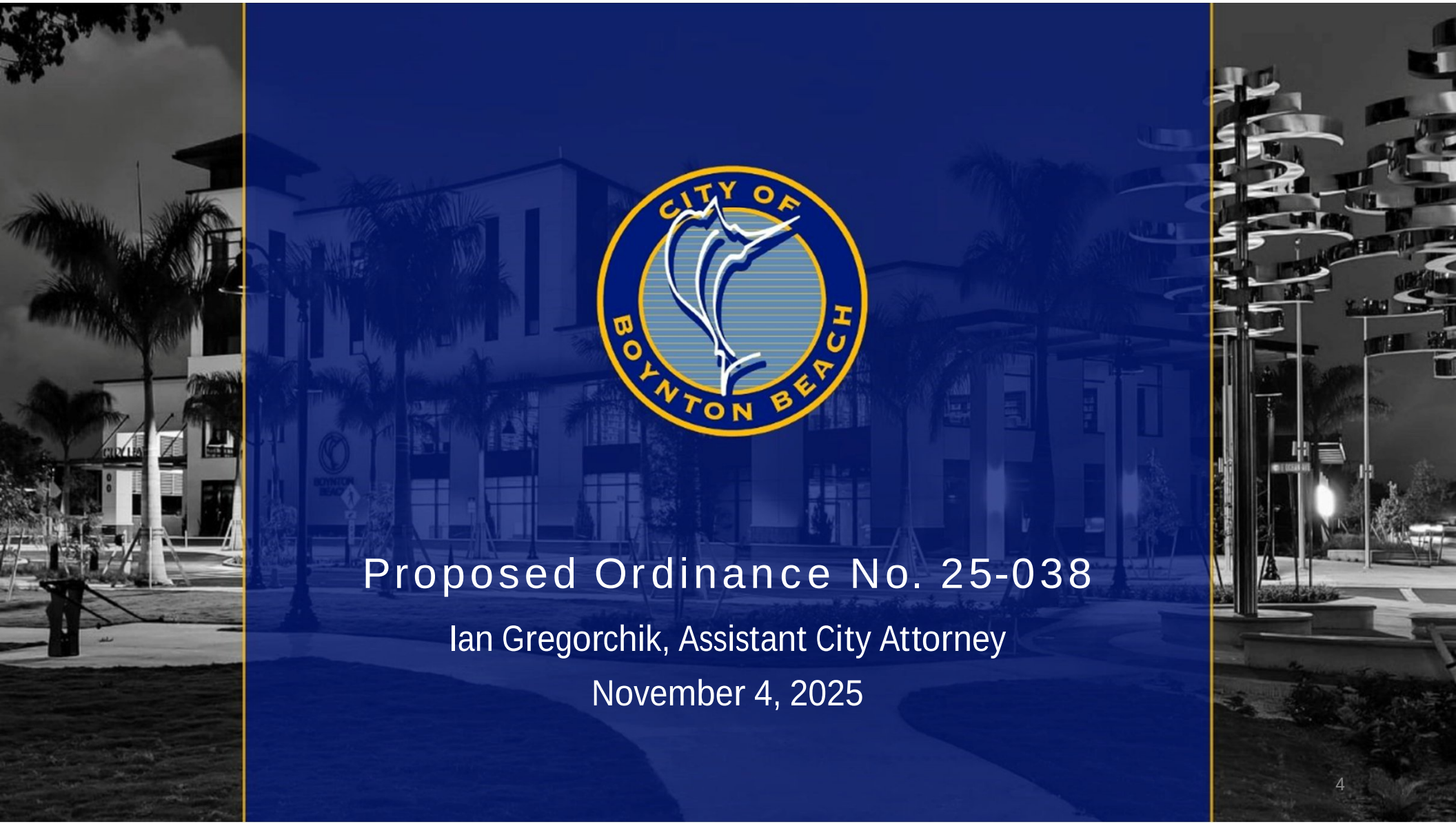
Add a preamble to establish the foundational purposes and principles of city governance.

Proposed Preamble Text

"The citizens of the City of Boynton Beach, in order to protect the general health, welfare, and safety of its residents, promote honest, efficient and responsive government, hereby adopt a revised City Charter in accordance with the Constitution and Statutes of the State of Florida."

Ballot Question: *Shall the City Charter be amended to add a Preamble establishing the foundational purposes and principles of the City's government, including the protection of the general health, welfare, and safety of residents and the promotion of honest, efficient, and responsive government?*

Discussion and Vote



Proposed Ordinance No. 25-038

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 3

Current Requirement

Candidates must reside in the city for one year prior to filing

Proposed Change

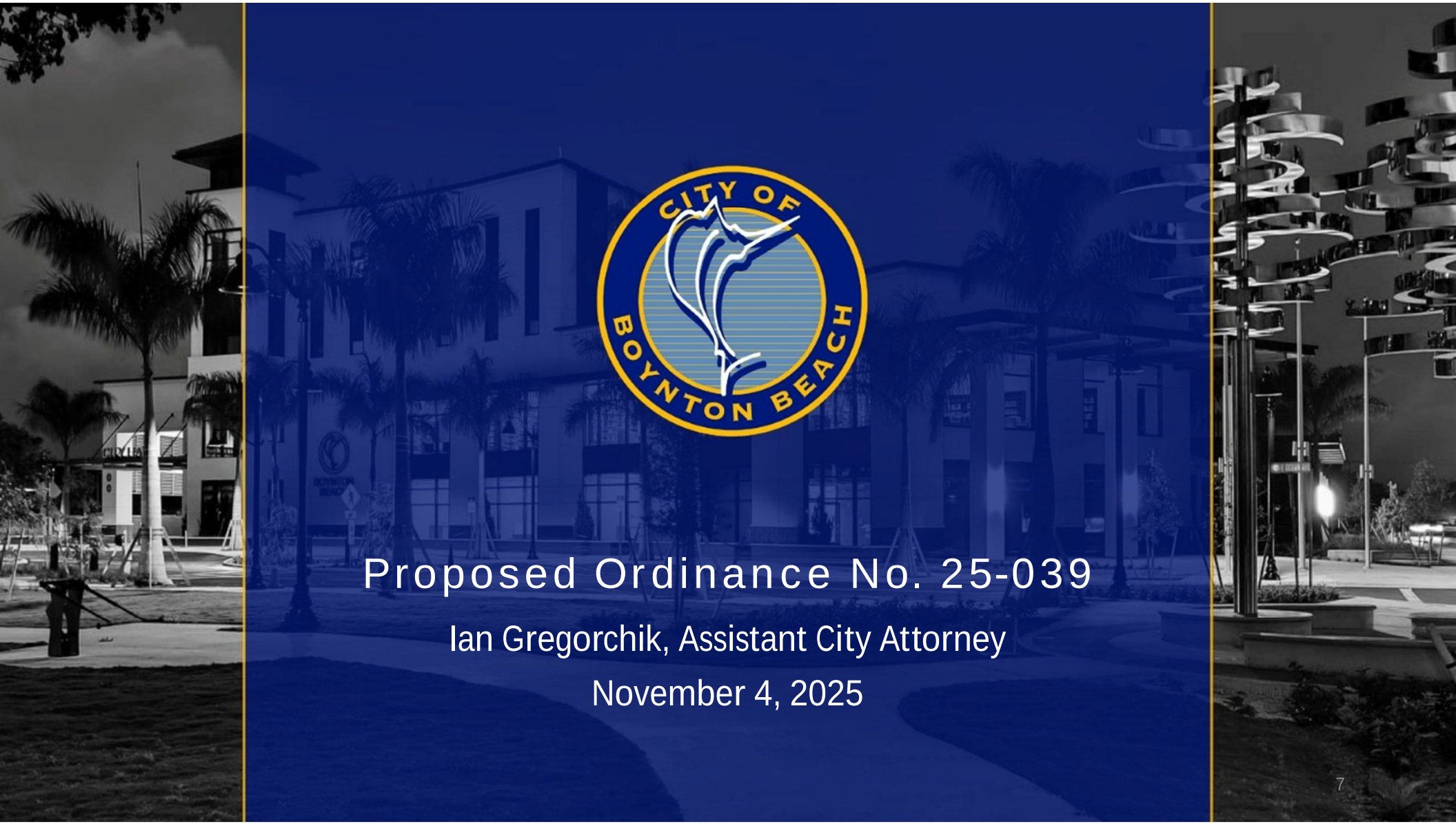
Add a requirement for continuous residence within the city for at least one (1) year prior to filing for office

Key Benefits

- Ensures candidates have sustained commitment to the community
- Prevents last-minute residency claims
- Clarifies eligibility standards

> ***Ballot Question:*** *Shall the City Charter be amended to require that candidates have resided continuously within the City for at least one (1) year prior to filing for office?*

Discussion and Vote



Proposed Ordinance No. 25-039

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 5

CURRENT TERMS	PROPOSED CHANGES
3-year terms	4-year terms (begins 2028)
2 consecutive term limit	2 consecutive term limit remains
Unclear “full term” definition	Serving >1/2 term = full term
No sit-out period	1-year sit-out required

Key Changes

- Increases terms of office for the Mayor and City Commissioners from three (3) to four (4) years, beginning with the March 2028 municipal election;
- Clarifies what constitutes a "term" for purposes of enforcing term limits—specifically, that service of more than one-half of a full term counts as a complete term;
- Imposes a one-year "sit-out period" after any person serves two consecutive terms before becoming eligible to run again for any elective City office.
- As written, Ordinance treats the office of Mayor and Commissioner the same for term limits.
- Example: If Commissioner Smith completes 2 consecutive terms ending in March 2030, they cannot run for Mayor or Commissioner again until the March 2032 election (after 1 year has passed).

Benefits

- Continuity of leadership
- Reduces election frequency and cost

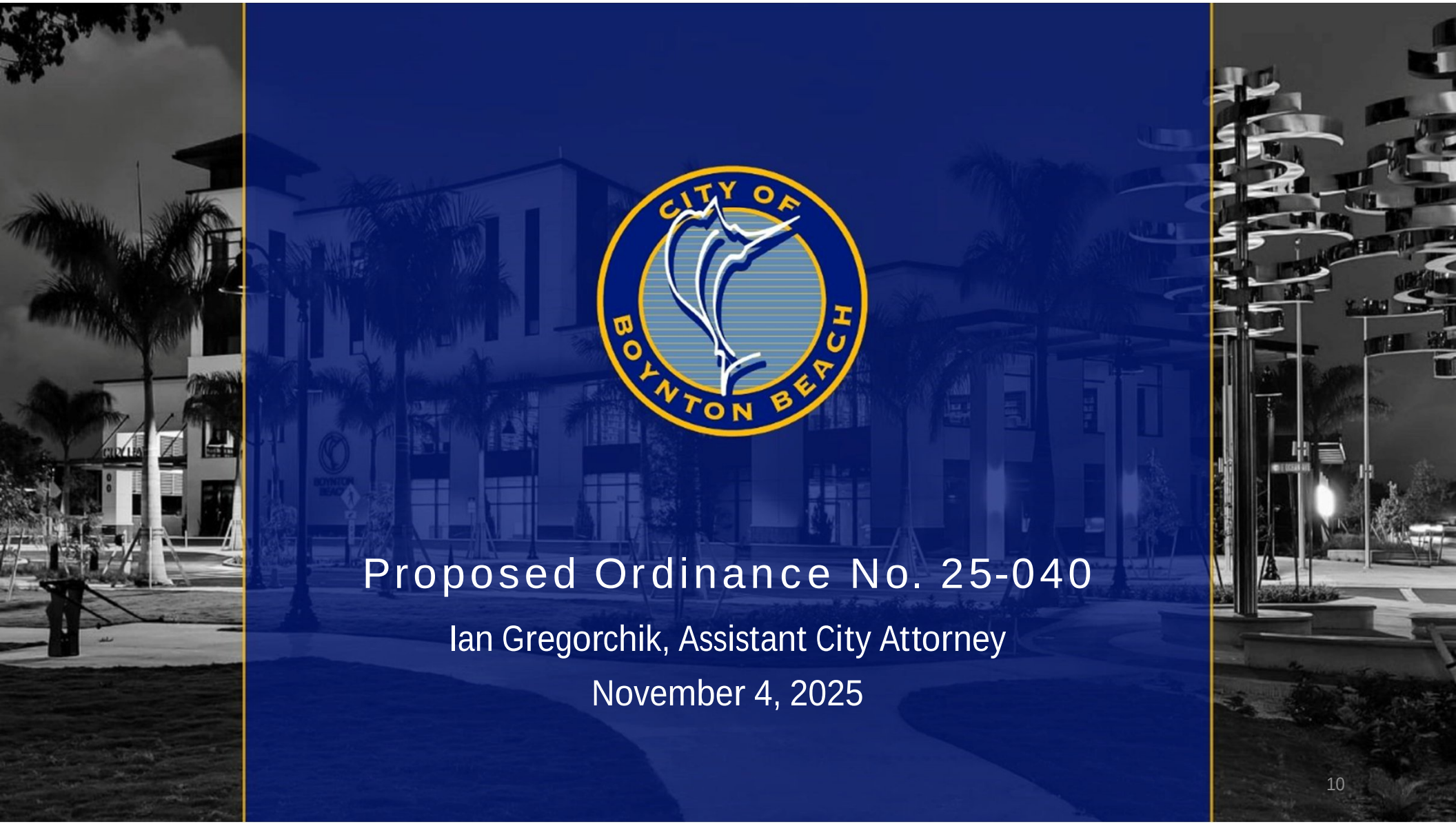
Implementation Timeline

- March 2026 election: 3-year terms
- March 2028 and beyond: 4-year terms

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) increase the term of elective offices from three (3) years to four (4) years; (2) clarify that serving more than one-half of a full term constitutes a complete term for purposes of term limits; and (3) require a mandatory sit-out period of one (1) year for any person who has served more than two (2) consecutive terms?*

8

Discussion and Vote



Proposed Ordinance No. 25-040

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 20

Key Changes

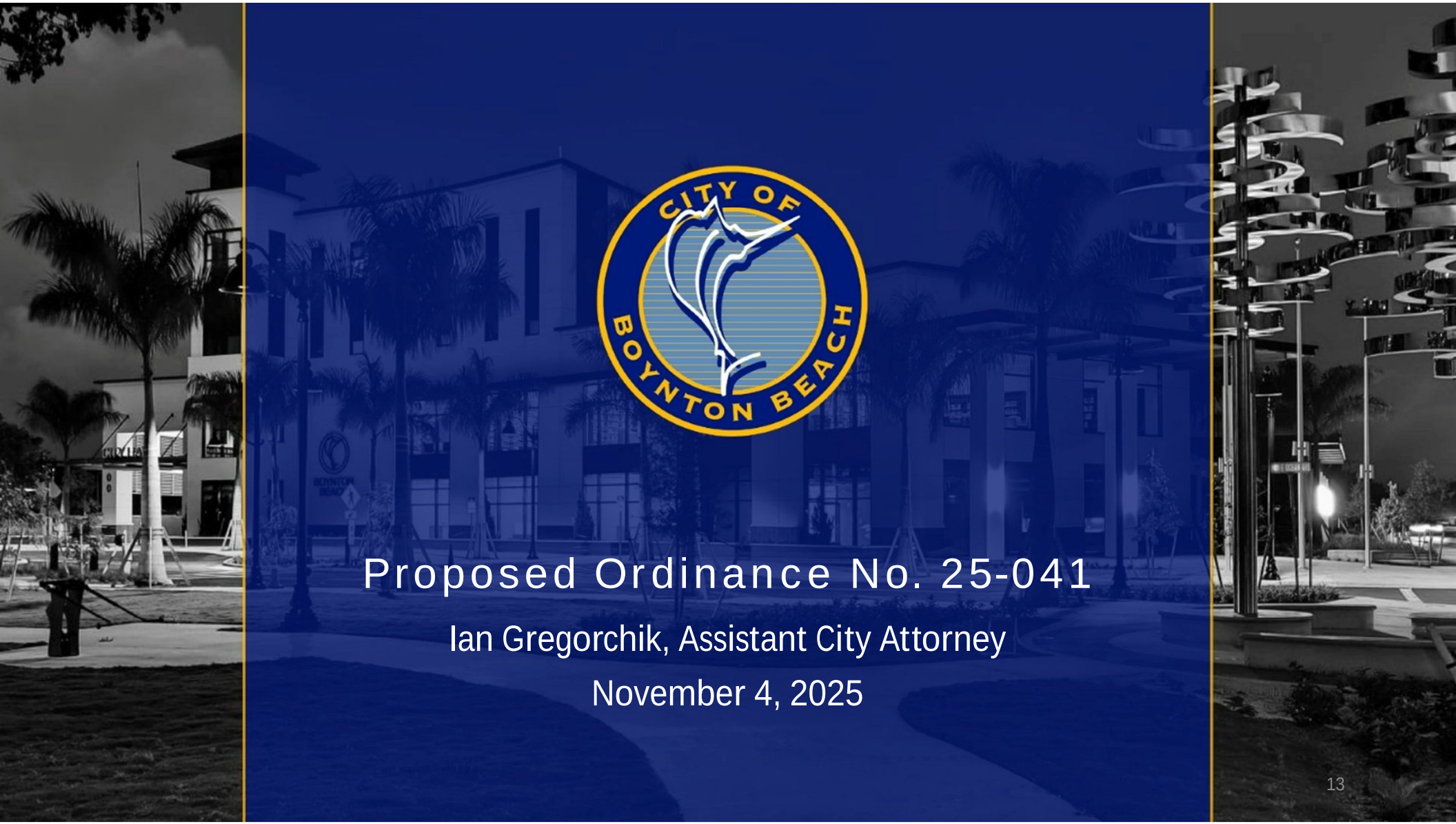
- Reaffirms the City's Commission/City Manager model of government, explicitly identifying the Mayor and Commission as the legislative and policy-making body;
- Requires a super-majority approval by the City Commission to appoint or remove the City Manager and City Attorney, ensuring stability in key leadership roles;
- Clarifies that all other City employees are hired, appointed, and discharged by the City Manager, with the appointment or discharge of Assistant City Managers subject to Commission confirmation;
- Defines the City Manager's administrative authority over all departments, personnel, and day-to-day operations; and
- Prohibits individual Commissioners from directing or interfering with staff, reinforcing professional management and ethical boundaries between policy and administration.

Benefits

- Promotes stability in key leadership positions
- Reduces political interference in administration
- Clarifies separation of policy from operations

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) clarify the Commission/City Manager form of government; (2) require a super majority vote for the appointment and removal of the City Manager and City Attorney; and (3) clarify the duties and responsibilities of the City Manager and City Commissioners in the governance structure?*

Discussion and Vote



Proposed Ordinance No. 25-041

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Language Modernization

Updates to Multiple Charter Sections (8, 20, 23, 24, 40, 50, 52, 54, 55)

Modernize Language

- Replace: “he,” “him,” “his/her”
- With: “they,” “them,” “their” or title roles

Notice Requirements

- Include digital communication methods
- Comply with current FL Statutes

- Replaces gender-specific language (e.g., "he/his") with neutral terms throughout the Charter;
- Updates notice and publication requirements to comply with modern communication practices, allowing notices to be published electronically on the City's website as permitted by Florida Statutes;
- Makes minor grammatical and formatting corrections to ensure consistency and readability.

Benefits
This modernization package does not change the substance of City governance but aligns the Charter with contemporary standards of inclusivity, transparency, and statutory compliance, reducing ambiguity and improving public understanding.

Ballot Question: *Shall the City Charter be amended to: (1) modernize language by replacing outdated masculine-only pronouns; and (2) update notice and publication requirements to comply with current Florida law and include digital communication methods?*

Discussion and Vote

Implementation Timeline

- Today - City Commission consideration of referendum ordinances
- First Reading - Commission adopts ordinances on first reading
- Second Reading - Final passage of referendum ordinances
- Notice & Publication - City Clerk advertises referendum per Florida Election Code
- March 2026 - Voters decide on approved amendments
- Upon Voter Approval - Amendments become effective immediately
- March 2028 - Four-year terms begin (if Amendment 3 approved)

Important Notes

- Each amendment is voted on separately - approval of one does not affect others
- City Clerk will ensure proper ballot formatting and publication

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 11/ 4/2025

Proposed Ordinance No. 25-041- First Reading, An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Sections 8, 20, 23, 24, 40, 50, 52, 54, and 55 to Modernize Language by Replacing Masculine-Only Pronouns and to Update Notice and Publication Requirements to Comply with Current Florida Statutes and Digital-Age Communication Practices; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, When Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-041, at first reading.

Explanation of Request:

The Charter Review Committee (the "Committee") was established by Resolution No. R25-195 of the City Commission of the City of Boynton Beach, Florida. This resolution authorized the formation of a five-member advisory committee to review and propose amendments to the City Charter. Members were appointed individually by the Mayor, Vice Mayor, and City Commissioners, representing a cross-section of professional experience and civic engagement.

The Committee was charged with:

1. Reviewing the existing City Charter;
2. Considering proposed amendments prepared by the City Attorney’s Office; and
3. Recommending any additional modifications necessary to improve the Charter’s clarity, function, and responsiveness to the public interest.

The Committee met regularly from August through October 2025 and received staff assistance from the City Attorney’s Office and City Clerk’s Office. All meetings were publicly noticed and conducted in accordance with the Florida Sunshine Law.

Based on its review, the Committee recommends adoption of the following proposed charter amendment:

Global Revisions and Technical Fixes

Throughout the Charter, redundant, outdated, or inconsistent language was corrected. Citations to state statutes were updated, and formatting was standardized. The Committee noted that these fixes do not substantively alter governance but improve readability and legal precision.

This broad ordinance updates multiple sections of the Charter—including Sections 8, 20, 23, 24, 40, 50, 52, 54, and 55—to modernize terminology, improve accessibility, and align notice procedures with current state law.

The amendment:

- Replaces gender-specific language (e.g., "he/his") with neutral terms throughout the Charter;
- Updates notice and publication requirements to comply with modern communication practices, allowing notices to be published electronically on the City's website as permitted by Florida Statutes;
- Clarifies the process for special meetings, elections, citizen initiatives, and referendums to align with current state election procedures; and
- Makes minor grammatical and formatting corrections to ensure consistency and readability.

Effect: This modernization package does not change the substance of City governance but aligns the Charter with contemporary standards of inclusivity, transparency, and statutory compliance, reducing ambiguity and improving public understanding.

How will this affect city programs or services? None

Budgeted Item: Yes

Account Line Item and Description: None

Fiscal Impact: None

Attachments:
Ord 25-041 Charter_Fixes_Throughout__002_ (1).docx
Agenda Item 3921-2025 Business Impact Statement - Charter Section 20.docx
Agenda Items 3917-3921 Charter Amendment Ordinances - Nov 4 Agenda.pptx

ORDINANCE NO. 25-041

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA SUBMITTING TO REFERENDUM AMENDMENTS TO THE CITY CHARTER; AMENDING SECTIONS 8, 20, 23, 24, 40, 50, 52, 54, AND 55 TO MODERNIZE LANGUAGE BY REPLACING MASCULINE-ONLY PRONOUNS AND TO UPDATE NOTICE AND PUBLICATION REQUIREMENTS TO COMPLY WITH CURRENT FLORIDA STATUTES AND DIGITAL-AGE COMMUNICATION PRACTICES; PROVIDING FOR A NOTICE OF AN ADVERTISEMENT OF THE REFERENDUM ELECTION TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY OF BOYNTON BEACH, FLORIDA, ON THE MARCH 2026 GENERAL MUNICIPAL ELECTION BALLOT AND SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, as amended, provides for a methodology of Charter amendments supplementary to and not in conflict with the Charter of the City of Boynton Beach ("City"); and

WHEREAS, Chapter 166, Florida Statutes, as amended, provides that such an amendment may be submitted to a referendum vote by the City Commission through the adoption of an Ordinance calling for such a referendum election; and

WHEREAS, the City Commission has determined that it is in the best interest of the City to modernize the Charter language to terms that are inclusive of all persons regardless of gender and to update notice and publication requirements to comply with current Florida statutes and digital-age communication practices; and

WHEREAS, the City Commission has publicly reviewed, considered, and directed that this Ordinance be prepared and that the appropriate Charter Referendum question be included herein and submitted to the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2: The City Charter is hereby revised to read as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Section 3: The Ballot Title shall be as follows:

AMENDMENT TO CITY CHARTER – MODERNIZE LANGUAGE AND NOTICE REQUIREMENTS

Section 4: The following question shall be placed on the ballot for consideration by the qualified electors of the City of Boynton Beach, Florida, at the March 2026 General Municipal Election in Palm Beach County, Florida. The election ballot question shall read as follows:

Shall the City Charter be amended to: (1) modernize language by replacing outdated masculine-only pronouns; and (2) update notice and publication requirements to comply with current Florida law and include digital communication methods?

YES_____ NO_____

Section 5: That should a majority of electors voting on the above-referenced referendum election vote "YES," thereby approving the above ballot issue, the revised charter language shall become a part of the Charter of the City of Boynton Beach, Florida.

Section 6: The City Clerk is hereby directed to update and republish the City Charter to incorporate any approved amendments, including:

(a) Affixing the appropriate article and section numbers and/or letters to conform the Charter to the approved amendments;

(b) Making all necessary technical corrections to cross-references, table of contents, and formatting;

(c) Coordinating with the City's municipal code provider to update the Charter on the City's municipal code website within thirty (30) days of certification of election results; and

(d) Filing the updated Charter with the Florida Department of State within the timeframe required by law.

Section 7: The City Clerk of the City of Boynton Beach is hereby authorized and directed to take all steps necessary to place this charter amendment on the ballot, including but not limited to:

(a) Preparing and publishing all notices and advertisements required by Florida Statutes Chapter 100, the City's Charter, and the City's Code of Ordinances;

(b) Coordinating with the Palm Beach County Supervisor of Elections to ensure the charter amendment question is properly placed on the ballot;

(c) Providing the Supervisor of Elections with the ballot title and summary in the form and timeframe required;

(d) Ensuring compliance with all applicable deadlines under state and local law; and

(e) Taking any and all other actions required to effectuate the referendum election.

Section 8: All Ordinance or parts of Ordinance in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 9: If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 10: This Ordinance shall become effective immediately upon execution by all parties.

Section 11: Effective Date of Proposed Charter Amendments. The Proposed Charter Amendments will take effect upon the affirmative vote of a majority of those electors voting in the March _____, 2026 election in the City of Boynton Beach.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Sec. 8. Frequency, date of regular meetings; special meetings; rules of procedure.

(a) The Commission shall hold its meetings as the Commission deems necessary. Should any scheduled City Commission meeting fall upon a date on which any national, state, county, or municipal election is held, said City Commission meeting should be deferred until the next regular working day.

(b) The Mayor, or any three (3) members of the City Commission, may call special meetings of the City Commission, upon written notice to each member served personally or left at the usual place of residence, or by electronic delivery to the member's designated email address. Notice of all special meetings shall also be provided to the public in accordance with Chapter 286, Florida Statutes. All regular and special meetings of the City Commission shall be open to the public. The City Commission shall determine its own rules and order of business.

…

Sec. 20. General provisions. *

…

(b) *Supervision by City Manager*. Each department, office, and agency under the direction and supervision of the City Manager shall be administered by an officer appointed by and subject to the direction and supervision of the City Manager. With the consent of the Commission, the City Manager may serve as the head of one or more such departments, offices, or agencies, or may appoint one person as the head of two or more of them, or may combine the functions of any offices specified in this Charter which may be appointed by ~~him~~ the City Manager.

…

Sec. 23. City Attorney---Duties.

The City Attorney, shall, when requested by the City Commission, prepare all contracts, bonds, and other instruments in writing in which the municipality is concerned, or shall endorse on each ~~his~~ the City Attorney's approval of the form, language and execution thereof; and no contract with the municipality shall be binding upon the municipality until ~~his~~ such approval is so endorsed thereon. When required by the Commission, ~~he~~ the City Attorney shall prosecute and defend, for and ~~i~~on behalf of the City, all complaints, suits, and controversies in which the City is a party. ~~He~~ The City Attorney shall furnish the Commission, or the City Clerk, ~~his~~ a written opinion on any question of law relating to their respective powers and duties; and ~~he~~ the City Attorney shall perform such other professional duties as may be required ~~of him~~ by ordinance or resolution of the Commission or by this Charter, or such as are prescribed for City Attorneys under the general laws of the State, not inconsistent with this Charter.

Sec. 24. City Attorney---Compensation.

The City Commission may, from time to time, fix the regular compensation of the City Attorney at a sum commensurate with the duties which may be imposed ~~upon him~~ upon the City Attorney by this Charter and by the Commission; provided, that all special or unusual services required of the City Attorney, the fee for which is not otherwise prescribed, may be specially compensated as the Commission may see fit to provide.

…

Sec. 40. Call by City Commission, publication of proclamation; qualification of candidates, filing by candidates with City Clerk; notification of Supervisor of Elections.

All general and special elections, unless otherwise provided in this ~~Act~~ Charter, shall be called by resolution adopted by the City Commission, and in conformance with applicable state law, and ~~published in a newspaper of general circulation in the City of Boynton Beach, Florida, once a week for two (2) consecutive weeks, and such election that may be held upon such~~ notice shall be provided in accordance with Chapter 50, Florida Statutes, and the City's Code of Ordinances.

Candidates for City Commission shall file such papers and pay such fees as may be required by law with the City Clerk no sooner than noon on the second Tuesday of November nor later than noon on the fourth Tuesday in November~~,~~ of the year in which the election is to be held. The City Clerk shall transmit the names of all candidates for City Commission to the Supervisor of Elections by 5:00 p.m. on the first ~~Friday~~ business day after the close of qualifying.

…

Sec. 50. Initiative petition of proposed ordinances---Required signatures, etc.

Any proposed ordinance, including ordinances for repeal of ordinances then in effect or which have been enacted but not yet effective, may be submitted to the City Commission by a petition, signed by at least twenty-five percent of the total number of registered voters in the City. All petitions circulated with respect to any proposed ordinance shall be uniform in character, shall contain the proposed ordinance in full, and shall have printed or written thereon the names of five electors who shall be officially regarded as filing the petition, and shall constitute a committee of the petitioners for purposes hereinafter named. Each signer of the petition shall sign ~~his~~ their name in ink or indelible pencil and shall place on the petition opposite ~~his~~ their name the date of ~~his~~ their signature. The signatures of any such petition need not be appended to one paper, but to each such paper shall be attached an affidavit by the circulator thereof, stating the number of signers to such part of the petition and that each signature appended to the paper is the genuine signature of the person whose name it purports to be, and that it was made in the presence of the affiant on the date indicated.

…

Sec. 52. Initiative Petition---Action of City Commission; referendum.

The City Commission shall at once proceed to consider such petition and shall take final action thereon within thirty days after the date of submission. If the City Commission rejects any of the provisions of the proposed ordinance, as set forth in the petition, the City Clerk shall at once cause notice of the filing of such petition and the refusal of the City Commission to pass said ordinance ~~to be published in a newspaper of general circulation published in the City of Boynton Beach~~ to be provided in accordance with Chapter 50, Florida Statutes, and the City's Code of Ordinances, and the City Commission shall at once proceed to submit the passage of the ordinance to the majority vote of the qualified electors of the City voting in such election. If a regular or special election is to be held in the City not earlier than thirty days, nor later than sixty days, the ordinance shall be submitted to the voters at such election; otherwise, an election shall be called for such submission. At least ten days before such election, the City Clerk shall cause ~~to be published in a newspaper of general circulation published in the city~~ the text of the ordinance to be provided in accordance with Chapter 50, Florida Statutes, and the City's Code of Ordinances.

Sec. 54. Initiative Petition---Form of referendum ballot.

Referendum elections shall be provided for in the same manner as other elections of the City. The ballot shall be a piece of plain white paper which shall have printed upon it the title of the ordinance to be referred, below which shall be two lines in the following form:

_____

FOR THE ORDINANCE

_____

_____

AGAINST THE ORDINANCE

_____

The voter shall express ~~himself~~ themselves by placing a cross X mark to the right of the line indicating ~~his~~ their desire in the matter.

Sec. 55. Initiative Petition---Vote required to amend or repeal.

Ordinances adopted by referendum vote can be amended or repealed only by a referendum vote, but the proposition to amend or repeal such ordinances may be submitted to the voters in any regular election of the City, provided that no later than ~~fifteen~~ thirty days before such election the City Commission shall cause ~~notice of such reference to be published in a newspaper of general circulation published in the City of Boynton Beach, Florida~~ notice of such referendum to be in accordance with Chapter 50, Florida Statutes, and the City's Code of Ordinances, using only the title of such ordinance in the notice if it is to be repealed, but the amendment in full if it is to be

amended. ~~Said notice to be posted in three public places if there be no newspaper published in the City~~.

***This section is the subject of a separate charter referendum question. The language changes in the other charter referenda, if adopted, shall supersede the language in this section.**

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

An Ordinance of the City of Boynton Beach, Florida, Submitting to Referendum Amendments to the City Charter; Amending Sections 8, 20, 23, 24, 40, 50, 52, 54, and 55 to Modernize Language by Replacing Masculine-Only Pronouns and to Update Notice and Publication Requirements to Comply with Current Florida Statutes and Digital-Age Communication Practices; Providing for a Notice of an Advertisement of the Referendum Election to be Published in Accordance with the State of Florida Election Code; Providing that this Ordinance, When Adopted, Shall be Submitted to the Qualified Electors of the City of Boynton Beach, Florida, on the March 2026 General Municipal Election Ballot and Shall Become Effective as Provided by Law; Providing for Conflicts, Severability, and an Effective Date.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Global Revisions and Technical Fixes
Throughout the Charter, redundant, outdated, or inconsistent language was corrected. Citations to state statutes were updated, and formatting was standardized. The Committee noted that these fixes do not substantively alter governance but improve readability and legal precision.
This broad ordinance updates multiple sections of the Charter—including Sections 8, 20, 23, 24, 40, 50, 52, 54, and 55—to modernize terminology, improve accessibility, and align notice procedures with current state law.
The amendment:
Replaces gender-specific language (e.g., "he/his") with neutral terms throughout the Charter;
Updates notice and publication requirements to comply with modern communication practices, allowing notices to be published electronically on the City's website as permitted by Florida Statutes;
Clarifies the process for special meetings, elections, citizen initiatives, and referendums to align with current state election procedures; and
Makes minor grammatical and formatting corrections to ensure consistency and readability.
Effect: This modernization package does not change the substance of City governance but aligns the Charter with contemporary standards of inclusivity, transparency, and statutory compliance, reducing ambiguity and improving public understanding.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

N/A

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

N/A

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:
   N/A

4. Additional information the governing body deems useful (if any):

N/A

Proposed Ordinance No. 25-037

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment 1: Charter Preamble

Purpose

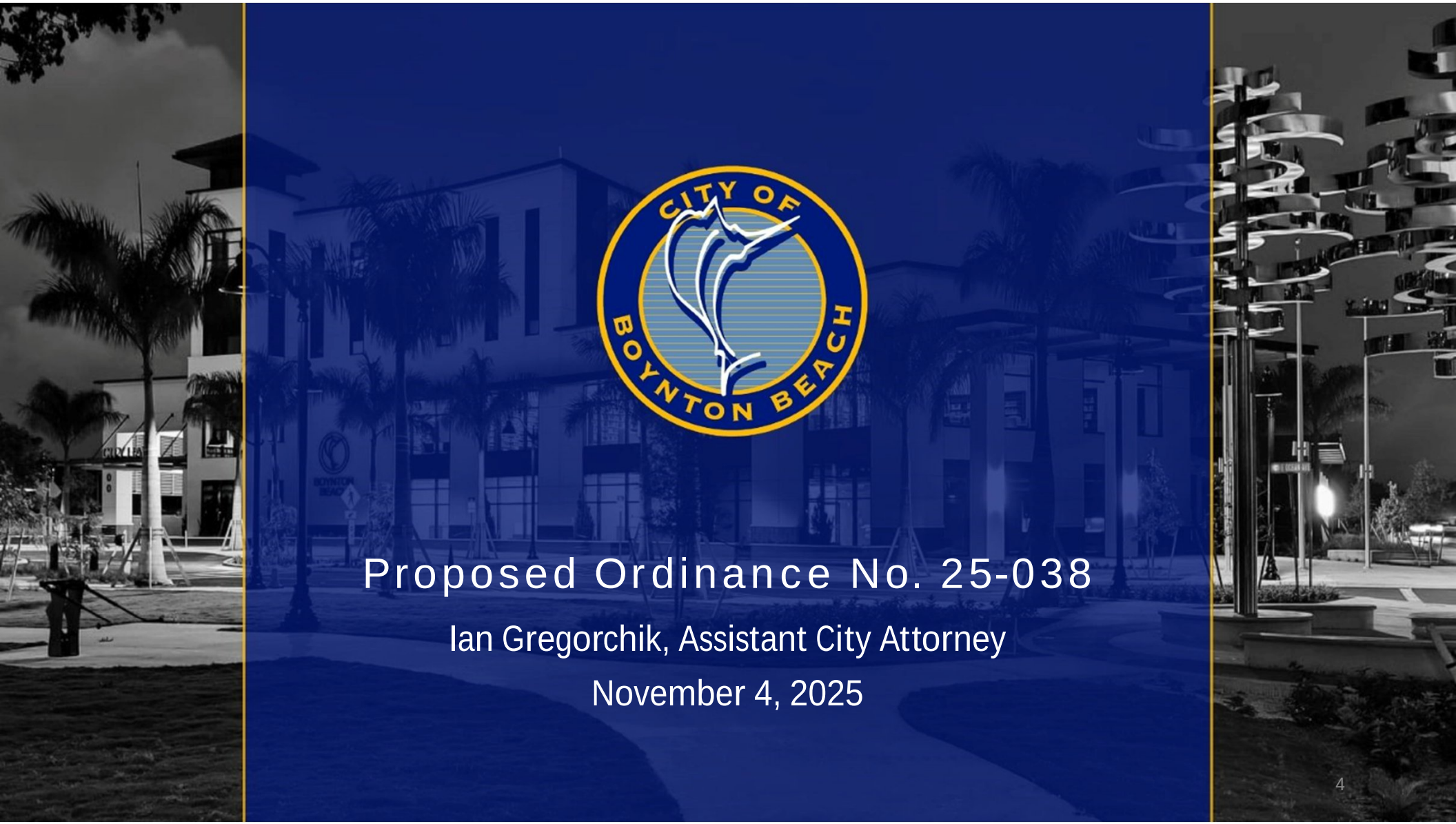
Add a preamble to establish the foundational purposes and principles of city governance.

Proposed Preamble Text

"The citizens of the City of Boynton Beach, in order to protect the general health, welfare, and safety of its residents, promote honest, efficient and responsive government, hereby adopt a revised City Charter in accordance with the Constitution and Statutes of the State of Florida."

Ballot Question: *Shall the City Charter be amended to add a Preamble establishing the foundational purposes and principles of the City's government, including the protection of the general health, welfare, and safety of residents and the promotion of honest, efficient, and responsive government?*

Discussion and Vote



Proposed Ordinance No. 25-038

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 3

Current Requirement

Candidates must reside in the city for one year prior to filing

Proposed Change

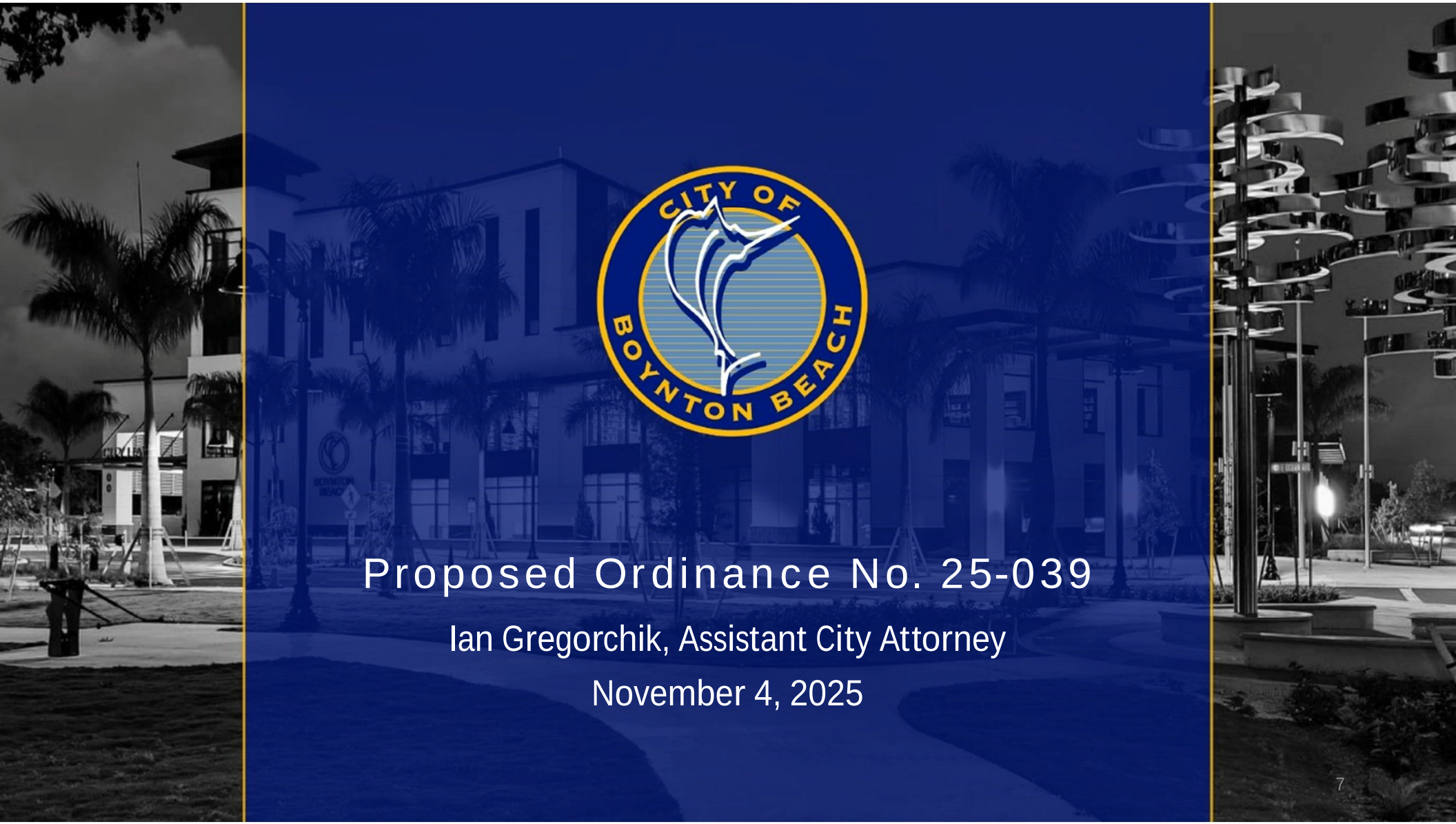
Add a requirement for continuous residence within the city for at least one (1) year prior to filing for office

Key Benefits

- Ensures candidates have sustained commitment to the community
- Prevents last-minute residency claims
- Clarifies eligibility standards

> ***Ballot Question:*** *Shall the City Charter be amended to require that candidates have resided continuously within the City for at least one (1) year prior to filing for office?*

Discussion and Vote



Proposed Ordinance No. 25-039

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 5

CURRENT TERMS	PROPOSED CHANGES
3-year terms	4-year terms (begins 2028)
2 consecutive term limit	2 consecutive term limit remains
Unclear “full term” definition	Serving >1/2 term = full term
No sit-out period	1-year sit-out required

Key Changes

- Increases terms of office for the Mayor and City Commissioners from three (3) to four (4) years, beginning with the March 2028 municipal election;
- Clarifies what constitutes a "term" for purposes of enforcing term limits—specifically, that service of more than one-half of a full term counts as a complete term;
- Imposes a one-year "sit-out period" after any person serves two consecutive terms before becoming eligible to run again for any elective City office.
- As written, Ordinance treats the office of Mayor and Commissioner the same for term limits.
- Example: If Commissioner Smith completes 2 consecutive terms ending in March 2030, they cannot run for Mayor or Commissioner again until the March 2032 election (after 1 year has passed).

Benefits

- Continuity of leadership
- Reduces election frequency and cost

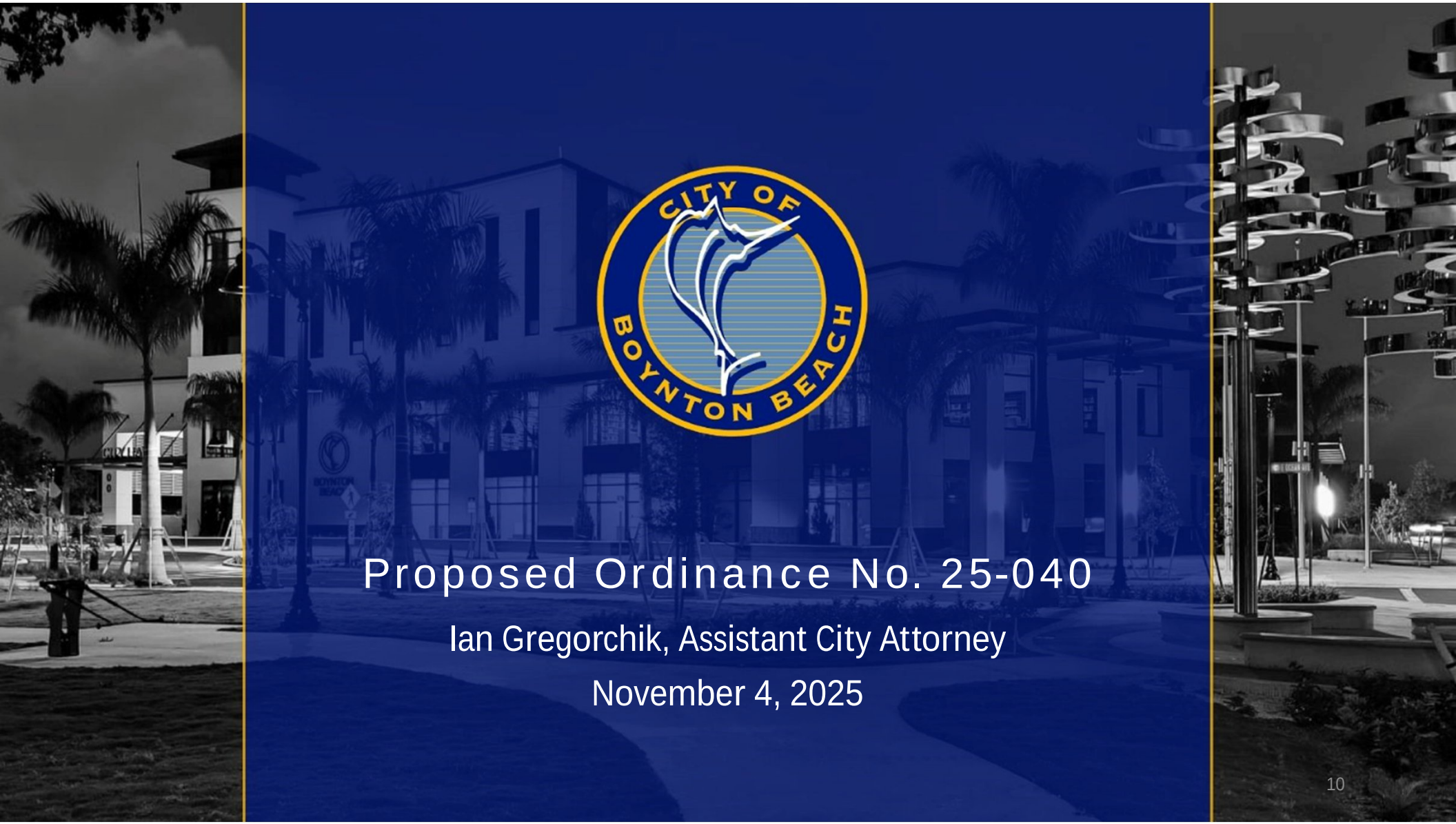
Implementation Timeline

- March 2026 election: 3-year terms
- March 2028 and beyond: 4-year terms

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) increase the term of elective offices from three (3) years to four (4) years; (2) clarify that serving more than one-half of a full term constitutes a complete term for purposes of term limits; and (3) require a mandatory sit-out period of one (1) year for any person who has served more than two (2) consecutive terms?*

8

Discussion and Vote



Proposed Ordinance No. 25-040

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Charter Section 20

Key Changes

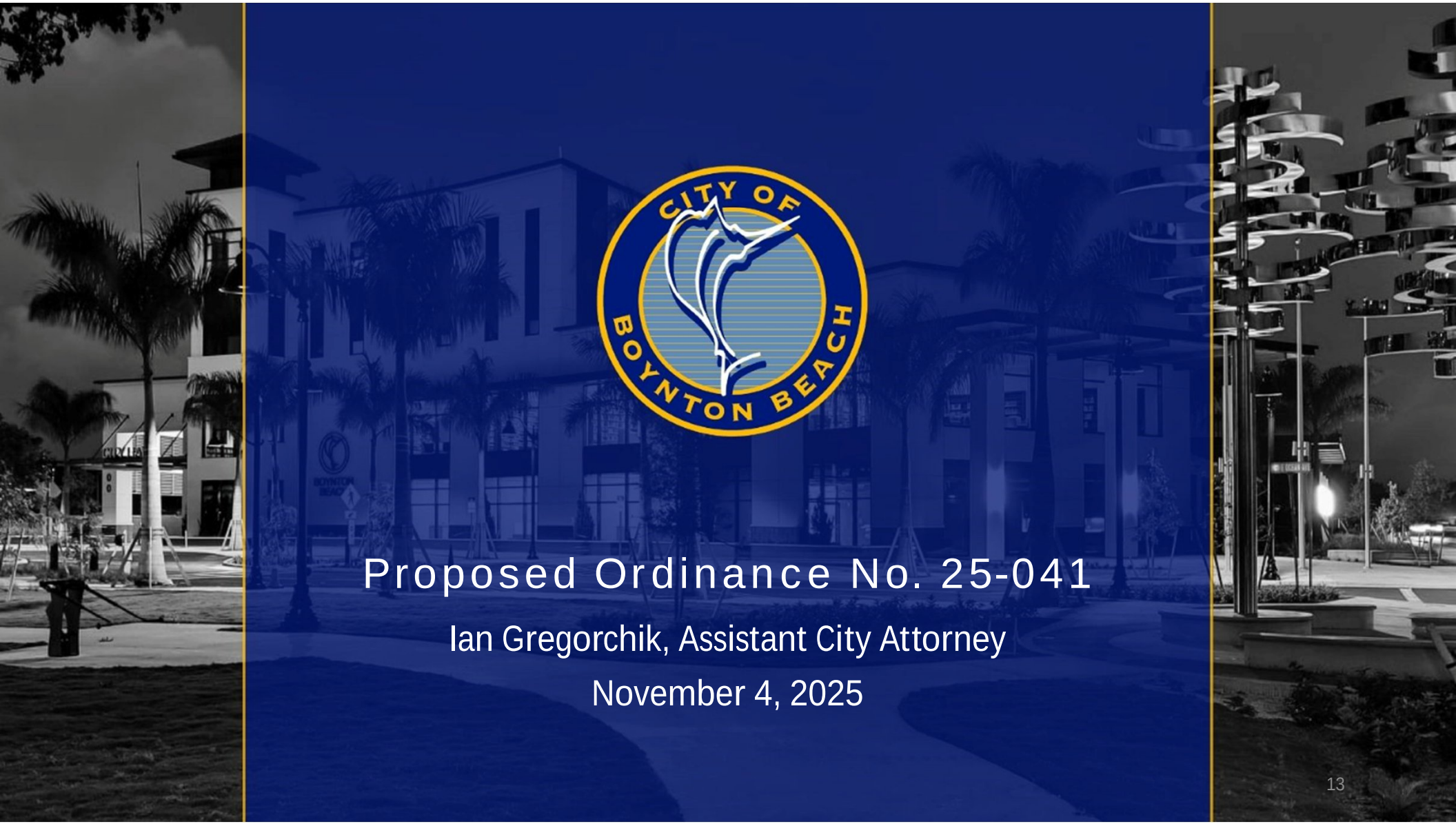
- Reaffirms the City's Commission/City Manager model of government, explicitly identifying the Mayor and Commission as the legislative and policy-making body;
- Requires a super-majority approval by the City Commission to appoint or remove the City Manager and City Attorney, ensuring stability in key leadership roles;
- Clarifies that all other City employees are hired, appointed, and discharged by the City Manager, with the appointment or discharge of Assistant City Managers subject to Commission confirmation;
- Defines the City Manager's administrative authority over all departments, personnel, and day-to-day operations; and
- Prohibits individual Commissioners from directing or interfering with staff, reinforcing professional management and ethical boundaries between policy and administration.

Benefits

- Promotes stability in key leadership positions
- Reduces political interference in administration
- Clarifies separation of policy from operations

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) clarify the Commission/City Manager form of government; (2) require a super majority vote for the appointment and removal of the City Manager and City Attorney; and (3) clarify the duties and responsibilities of the City Manager and City Commissioners in the governance structure?*

Discussion and Vote



Proposed Ordinance No. 25-041

Ian Gregorchik, Assistant City Attorney

November 4, 2025

Amendment: Language Modernization

Updates to Multiple Charter Sections (8, 20, 23, 24, 40, 50, 52, 54, 55)

Modernize Language

- Replace: “he,” “him,” “his/her”
- With: “they,” “them,” “their” or title roles

Notice Requirements

- Include digital communication methods
- Comply with current FL Statutes

- Replaces gender-specific language (e.g., "he/his") with neutral terms throughout the Charter;
- Updates notice and publication requirements to comply with modern communication practices, allowing notices to be published electronically on the City's website as permitted by Florida Statutes;
- Makes minor grammatical and formatting corrections to ensure consistency and readability.

Benefits
This modernization package does not change the substance of City governance but aligns the Charter with contemporary standards of inclusivity, transparency, and statutory compliance, reducing ambiguity and improving public understanding.

> ***Ballot Question:*** *Shall the City Charter be amended to: (1) modernize language by replacing outdated masculine-only pronouns; and (2) update notice and publication requirements to comply with current Florida law and include digital communication methods?*

Discussion and Vote

Implementation Timeline

- Today - City Commission consideration of referendum ordinances
- First Reading - Commission adopts ordinances on first reading
- Second Reading - Final passage of referendum ordinances
- Notice & Publication - City Clerk advertises referendum per Florida Election Code
- March 2026 - Voters decide on approved amendments
- Upon Voter Approval - Amendments become effective immediately
- March 2028 - Four-year terms begin (if Amendment 3 approved)

Important Notes

- Each amendment is voted on separately - approval of one does not affect others
- City Clerk will ensure proper ballot formatting and publication

ORDINANCE NO. 25-016

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, REPEALING AND REPLACING CHAPTER 15 "OFFENSES-MISCELLANEOUS," ARTICLE I "IN GENERAL," SECTIONS 15-8 THROUGH 15-8.7 WITH UPDATED REGULATIONS REGARDING NOISE CONTROL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Part II "Code of Ordinances," Chapter 15 "Offenses-Miscellaneous," Article I "In General," Sections 15-8 through 15-8.7 of the City's Code of Ordinances currently regulate noise and sound emissions within the City; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, deems it to be in the best interest of the citizens and residents of the City to update its regulations regarding noise and sound emissions to include construction noise regulations near residential zones; and

WHEREAS, the City Commission desires to repeal and replace the existing Sections 15-8 through 15-8.7 with updated and more comprehensive regulations; and

WHEREAS, the City Commission finds the amendment of Chapter 15 "Offenses-Miscellaneous," Article I "In General," Sections 15-8 through 15-8.7 of the City's Code of Ordinances is in the best interest of the citizens and residents of the City of Boynton Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby incorporated herein and made a part hereof.

Section 2. That Chapter 15 "Offenses-Miscellaneous," Article I "In General," Sections 15-8 through 15-8.7 of the City's Code of Ordinances is hereby repealed in its entirety and replaced with the following language:

Sec. 15-8. Purpose and scope.

It is the purpose of sections 15-8 through 15-8.7 to prevent, prohibit, and provide for the abatement of excessive and unnecessary noise which may injure the health or welfare or degrade the quality of life of the visitors, citizens, and residents of the City of Boynton Beach. This section shall apply to the control of all sound and noise originating within the limits of this jurisdiction. It is further the intent of this chapter to recognize that factors such as the time of day, location (e.g., proximity to residences), necessity of public projects for the public good, and necessity of sound and noise incidental to allowed uses and activities must be considered in balancing the protection of public peace and individual freedoms.

Sec. 15-8.1. Definitions.

All terminology used in this section shall be as defined herein or, if not defined, given plain meaning by reference to a standard dictionary definition. When interpretation is required by reference to a source more definitive than this code or a dictionary, reference shall first be made to publications of the American National Standards Institute (ANSI):

Adjacent. Any receiving property separated by a street, alley, canal, and/or easement that is touched by a line drawn perpendicular from any portion of the property generating the sound.

Construction. Any site preparation, assembly, erection, substantial repair, demolition, alteration, or similar action, for or on public or private right-of-way, structures, utilities, or similar property, excluding well pointing.

Emergency work. Any work necessary to restore property to a safe condition following a natural disaster or emergency event, work to restore public utilities, or work required to protect person or property from an imminent exposure to danger.

Enforcement officer. Those employees or other agents of the City, designated by ordinance, or duly authorized and appointed by the City Manager, whose duty is to enforce City Codes. This definition shall include, but not be limited to, law enforcement police officers and code enforcement officers.

Legal holidays. Those recognized by the City include New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, and Christmas Day, or any other legally recognized federal holiday.

Noise-sensitive zone. Existing quiet zones until designated otherwise by a competent authority. Noise-sensitive zones include but are not limited to operations of schools, libraries open to the public, courthouses, churches, synagogues, mosques, hospitals, and nursing homes.

Plainly audible. A sound capable of being heard by a human being without the assistance of a mechanical or electronic listening or amplifying device.

Property line. An imaginary line along the surface and its vertical plane extension that separates the real property owned, rented, or leased by one person from that owned, rented, or leased by another person, excluding intra-building real property divisions.

Quiet hours. The time periods during which enhanced noise restrictions apply:

- Weekdays (Sunday night through Thursday night): 10:00 p.m. to 7:00 a.m.; and
- Weekends (Friday night and Saturday night): 11:00 p.m. to 8:00 a.m.

Receiving property. The land receiving noise or sound as designated by the City zoning map (and for recently incorporated areas, the effective zoning category).

Residence. Any occupied room or rooms connected together containing sleeping facilities, including single and multiple-family homes, townhomes, apartments, condominium units, and hotel and motel rooms.

Sound disturbance. Any sound or noise which is:

(1) Plainly audible beyond a distance of twenty-five (25) feet from the apparent property line from which the sound emanates, in a single residential zoning district, or

(2) Plainly audible in a dwelling unit adjacent to the unit from which the sound emanates or is plainly audible twenty-five (25) feet from the apparent property line from which the sound emanates, in multi-family residential zoning districts.

(3) Plainly audible beyond a distance of one hundred (100) feet from the apparent property line from which the sound emanates when the sound emanates in a commercial zoning district and is heard in a residential zoning district.

(4) Plainly audible beyond a distance of one hundred (100) feet from the apparent property line from which the sound emanates when the sound emanates in a public use zoning district and is heard in a residential zoning district.

For the purpose of enforcement, it is not necessary to identify the property line as would be depicted on a survey; instead, an approximation of the property line may be used, taking into consideration physical landmarks such as fences, landscaping, setbacks, driveways, or ground treatment.

Sec. 15-8.2. Enforcement.

If a complaint is received for violations of this article, an enforcement officer shall investigate to determine if a violation exists. If the enforcement officer observes a violation of this article, the enforcement officer shall inform the violator that they must immediately cease the violation and will be subject to additional penalties if the violation continues, and issue a notice of violation to the violator as provided in this Code.

No citation or notice to appear for a violation of this section shall be issued until a law enforcement officer or code enforcement officer has contacted the property owner, occupant,

or operator from which the offending sound emanates to request abatement of the offending sound. When a request for abatement is made and the offending sound is not immediately abated, or if it resumes within fifteen (15) minutes following initial abatement, or occurs again within seven (7) days, a citation or notice to appear may issue without additional request for abatement.

Sec. 15-8.3. Unreasonably loud noise prohibited.

(a) **General prohibition.** Unreasonably loud noise disturbances are prohibited. No person shall unnecessarily make, continue, or cause to be made or continued any sound or noise disturbances.

(b) **Specific prohibitions.** It shall be unlawful for any person to make, continue, or cause to be made or continued any unreasonably loud, excessive, unnecessary, or unusual noise. The following acts, among others, are declared to be unreasonably loud, excessive, unnecessary, or unusual noises in violation of this section, but this enumeration shall not be deemed to be exclusive:

(1) **Sound reproduction devices.** The playing, using, operating or permitting to be played, used or operated, any radio, phonograph or musical instrument, or other machine or device for the producing or reproducing of sound in such a manner or with such volume, that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and is plainly audible from a public street, the adjacent lot nearest to the source, or at a distance of twenty-five (25) feet or more during quiet hours.

(2) **Loudspeakers.** Using or operating for any purpose other than those activities specifically exempted in section 15-8.4 below, any loudspeaker, loudspeaker system, or similar device, including sound-emitting devices which may be physically attached to any motor vehicle.

(3) **Street sales.** Offering for sale, selling, or advertising for sale by shouting or outcry, anything within any area of the city.

(4) **Animals.** Owning, possessing or harboring any animal, bird or fowl which persistently howls, barks, meows, squawks, bays, cries or otherwise makes noises or sounds which create a noise or sound disturbance or is plainly audible from a public street, and/or from a distance of twenty-five (25) feet and/or from the adjacent lot nearest to the building, structure, or yard in which the animal, bird or fowl is located. A person is responsible for an animal, bird, or fowl if the person owns, controls, or otherwise cares for the animal, bird, or fowl. It shall be an affirmative defense to any charge hereunder that such animal, bird, or fowl was emitting such noise in response to any person's intrusion upon the premises.

(5) **Loading or unloading.** Loading, unloading, opening, closing, or other handling of boxes, crates, containers, building materials, garbage cans, or similar objects during quiet hours in such a manner as to cause a noise or sound disturbance.

(6) **Construction.** Operating or causing the operation of any tools or equipment used in construction, drilling, excavation, clearing, repair, alteration, or demolition work except during the times specified in section 15-8.5, or at any time during Sundays or legal holidays, except as provided for emergency work or with an approved Noise Mitigation Waiver.

(7) **Fixed mechanical equipment.** Operating or causing the operation of fixed mechanical equipment located on real property, including HVAC equipment, motors, engines, pumps, compressors, fans, tools, machinery, and their component parts, or any other similar stationary mechanical devices and their component parts, except as otherwise exempted in section 15-8.4.

(8) **Motorboats.** Operating or causing the operation of a motorboat in such a manner as to cause a noise or sound disturbance.

(9) **Human vocal sounds.** Yelling, shouting, hooting, whistling, singing, and other vocal sounds in excess of a normal conversational level during quiet hours, so as to create a plainly audible sound across a residential real property line or on a public right-of-way or public property, or that is plainly audible to an occupant of a dwelling unit within a building other than an occupant of the unit from which the sound emanates, that can be heard from a distance of twenty-five (25) feet or more from the source, in noise-sensitive zones. This section is to be applied only to those situations where the disturbance is not a result of the content of the communication but due to the volume, duration, location, timing, or other factors not based on content.

(10) **Vehicle noise.** Operating any automobile, motorcycle, or other motor vehicle that produces excessive noise plainly audible from twenty-five (25) feet or more due to:

a. Defective or modified exhaust systems, mufflers, or engine components;

b. Worn or damaged mechanical parts causing grinding, rattling, or squealing sounds;

c. Overloading that causes abnormal engine strain or mechanical noise; or

d. Any other mechanical condition or modification that creates unreasonably loud noise during normal operation.

(11) **Model vehicles.** Operating or permitting the operation of powered model vehicles, either airborne, waterborne, or land borne, which are designed not to carry persons or property, such as, but not limited to, model airplanes, boats, cars, rockets, and which are being propelled by mechanical means, within a public recreation area or park other than those areas specifically designated for such purpose by the City Commission.

(12) **Noise near sensitive zones.** The creation of any sound or noise on any street adjacent to a noise sensitive zone, where those entities defined herein as being part of a noise-sensitive zone are in operation, which is plainly audible within the entity, from a distance of twenty-five

(25) feet from the noise or sound, and interferes with the operation of the entity, provided conspicuous signs are displayed indicating the presence of a noise-sensitive zone.

(13) **Horn and signaling devices.** The sounding of any horn or signaling device, except as a danger warning, for any unnecessary or excessive period of time, or the reasonable use of any horn or signaling device, in such manner as to cause a noise or sound disturbance.

(14) **General disturbances.** The creation or permitting of any loud or raucous noise or sound so as to disturb the peace, quiet, or comfort of a residence within the immediate or adjacent neighborhood.

(15) **Vibration.** The creation or permitting of any sound or noise that produces a ground vibration, noticeable without instruments, at the lot lines of the property from which the sound or noise emanates, provided there shall be excepted from the provisions of this division the use of pile drivers, back hoes, tampers, ditch diggers, bobcats, road graders, rollers and like equipment used in standard construction during permitted construction hours. The City Manager, or designee, upon receiving complaints for excessive vibrations, may require vibration sensors to be installed and monitored at property lines at the expense of the property owner generating the vibration.

(c) **Generators - limited exemption.** Notwithstanding the foregoing prohibited acts, gasoline or propane-powered generators are permitted during periods of power outage following natural disasters and during maintenance periods. Maintenance operations shall only occur between 8:00 a.m. and 6:00 p.m. on weekdays and only for the minimum amount of time required by the manufacturer, not to exceed one hour per week. Any person using a generator, except during periods of power outage, is subject to the restrictions on noise generation as otherwise outlined in this chapter.

Sec. 15-8.4. Exemptions.

The following acts and the causing or permitting thereof shall be specifically exempted from the prohibitions of section 15-8.3:

(1) **Aircraft and transportation.** Noise generated by aircraft, interstate railway locomotives, and cars.

(2) **Emergency activities.** Any noise generated as a result of emergency work or for the purpose of alerting the public to the existence of an emergency situation.

(3) **Domestic equipment.** Any noise generated by the operation and use of domestic power tools and lawn maintenance equipment between 7:00 a.m. and 8:00 p.m. on weekdays, 8:00 a.m. and 6:00 p.m. on Saturdays, and 10:00 a.m. and 6:00 p.m. on Sundays and legal holidays.

(4) **Residential HVAC.** Noise generated by operating and using air conditioning units in residential districts that are properly maintained and operating within the manufacturer's specifications.

(5) **Musical instruments.** Non-amplified solo musical instrument played by an individual within a private residence between the hours of 9:00 a.m. and 9:00 p.m.

(6) **Public safety and utilities.** Noises and sounds of authorized safety signals, warning devices, and any City vehicle while engaged in necessary public business.

(7) **Emergency and utility work.** Noises and sounds resulting from emergency work, which is to be construed as work made necessary to restore property and/or utilities to a safe condition following a natural disaster or emergency event, or work required to protect persons or property from imminent exposure to danger. This exemption includes noises from emergency communications and utility work following natural disasters or emergency events, and in connection with the restoration of service operations.

(8) **Permitted events.** Parades, fireworks displays, special events, and other activities for which a permit has been obtained from the City, within such hours and in accordance with such restrictions as may be imposed as conditions for the permit issuance.

(9) **Public construction.** Municipal, county, or state public works, emergency matters, or matters having an effect on the public health, safety, and welfare of the City, provided such work complies with the construction time limitations in section 15-8.5 or has received approval for extended hours due to public safety necessity.

Sec. 15-8.5. Construction site noise regulations.

(a) **General requirements.** Construction shall be permitted only during the hours set forth herein. All equipment shall be operated in accordance with the manufacturer's specifications, shall be in good repair, and shall utilize all noise baffling methods specified by the manufacturer.

(b) **Permitted construction hours:**

- **Residential zones:** Monday through Friday 7:00 a.m. to 7:00 p.m.; Saturday 8:00 a.m. to 5:00 p.m.
- **Commercial zones:** Monday through Friday 7:00 a.m. to 7:00 p.m.; Saturday 8:00 a.m. to 5:00 p.m.
- **All zones:** No construction activities on Sundays and legal holidays.

(c) **Prohibited equipment during restricted hours.** The following construction activities may not be operated between 7:00 p.m. and 7:00 a.m. on weekdays, between 5:00 p.m. and 8:00 a.m. on Saturdays, and are prohibited on Sundays and legal holidays:

1. Any equipment used in construction activity, repair, alteration, or demolition work on buildings, structures, streets, alleys, or appurtenances thereto.

2. Any pile driver, steam shovel, pneumatic hammer, derrick, or steam or electric hoist.

(d) **Exemptions:**

1. Residential homeowners performing ordinary maintenance or home projects are exempt from permits per the Boynton Beach Administrative Amendments to the Florida Building Code, as may be amended from time to time.

2. Emergency work as defined in section 15-8.1.

Sec. 15-8.6. Noise Mitigation Waiver.

(a) **Application.** The City Manager or designee may approve a Noise Mitigation Waiver for construction activities outside permitted hours upon written application demonstrating:

1. Exceptional circumstances requiring work outside normal hours;

2. Measures to minimize noise impact on surrounding properties;

3. Limited duration and scope of work; and

4. Public benefit or safety necessity.

(b) **Conditions.** All Noise Mitigation Waiver approvals shall:

1. Specify exact hours, dates, and activities authorized;

2. Include conditions to minimize noise impact;

3. Require notification to affected properties; and

4. Be subject to immediate revocation for violations.

(c) **Limitations.** Noise Mitigation Waivers:

1. May authorize work as early as 6:00 a.m. Monday through Friday only;

2. Shall not exceed 30 days total duration; and

3. Do not constitute compliance for violations occurring prior to issuance.

Sec. 15-8.7. Enforcement and penalties.

(a) **Jurisdiction.** The City's Special Magistrate shall have jurisdiction to hear and decide cases in which violations of this chapter are alleged; or

(b) **Code enforcement.** The City may enforce the provision of this Code by Code of Ordinance enforcement procedures as provided by Chapter 162, Part 2, Florida Statutes; or

(c) **Citation penalties.** The City may prosecute violations by issuance of notices to appear for violation of a City Ordinance, in which case, the penalty for a violation shall be as follows:

1. First violation - $100.00

2. Second violation within twelve (12) months of adjudication of first violation - $250.00

3. Third violation within eighteen (18) months of adjudication of first violation - $500.00

Each calendar day on which a violation exists shall constitute a separate violation for the purpose of determining the fine.

(d) **Nuisance action.** A violation of this Article may be prosecuted as a nuisance. The City Attorney may bring suit on behalf of the City, or any affected citizen may bring suit in his or her name against the person or persons causing or maintaining the violation, or against the owner/agent of the building or property on which the violation exists.

(e) **Criminal enforcement.** Violations of this Article may be enforceable by arrest.

(f) **Joint liability.** For the purpose of this section, any person owning or having responsibility for management of a business premises, any performer or disc jockey producing sound upon any business premises, any person playing, producing, or controlling music or other sound, any person having control of the volume of music or sound, and the business as named on the

business tax receipt where the music or sound is emanating may be jointly and severally liable for compliance with this Article.

Section 3. It is the intention of the City Commission of the City of Boynton Beach, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Boynton Beach, Florida, and that Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word or phrase in order to accomplish such intention..

Section 4. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith be, and the same are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, or other part or application of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affect the validity of the remaining portions or applications remaining in full force and effect.

Section 6. This Ordinance shall become effective immediately upon passage.

[SIGNATURES ON FOLLOWING PAGE]

FIRST READING this _____ day of _____, 2025.

SECOND, FINAL READING AND PASSAGE this _____day of _____, 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	_____	_____
Vice Mayor – Woodrow L. Hay	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
Commissioner – Aimee Kelley	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

25-01219- IG

CODING: Words in ~~strike through~~ type are deletions from the existing law;
Words in underscore type are additions.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, REPEALING AND REPLACING PART II, "CODE OF ORDINANCES," CHAPTER 15 "OFFENSES-MISCELLANEOUS," ARTICLE I "IN GENERAL," SECTIONS 15-8 THROUGH 15-8.7 WITH UPDATED REGULATIONS REGARDING NOISE CONTROL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Chapter 15 "Offenses-Miscellaneous," Article I "In General," Sections 15-8 through 15-8.7 of the City's Code of Ordinances currently regulates noise and sound emissions within the City. The City Commission of the City of Boynton Beach, Florida, deems it to be in the best interest of the citizens and residents of the City to update its regulations regarding noise and sound emissions to include construction noise regulations near residential zones.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

NONE

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

NONE

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

NONE

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Construction companies operating within the City of Boynton Beach may be impacted by the proposed ordinance.

4. Additional information the governing body deems useful (if any):

NONE

Sec. 15-8. Noise Control-Short title.

Sections 15-8 through 15-8.8 shall be known and may be cited by the short title of "City of Boynton Beach Noise Control Ordinance."

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 11-003, § 2, 2-15-11)

Editor's note(s)—Ord. No. 85-16, §§ 1, 2, adopted Mar. 19, 1985, provided for the repeal of §15-8, noise, and enacted in lieu thereof new provisions relative to the same subject matter, designated as §§ 15-8—15-8.8 to read as herein set out. Formerly, § 15-8 was derived from the 1958 Code, § 17-22.2, and Ord. No. 82-12, § 1, adopted May 18, 1982.

Sec. 15-8.1. Same-Purpose and space.

It is the purpose of sections 15-8 through 15-8.9 to prevent, prohibit and provide for the abatement of excessive and unnecessary noise which may injure the health or welfare or degrade the quality of life of the citizens and residents of the City of Boynton Beach. This section shall apply to the control of all sound and noise originating within the limits of this jurisdiction. It is further the intent of this chapter to recognize that factors such as the time of day, location (e.g. proximity to residences), necessity of public projects for the public good, and necessity of sound and noise incidental to allowed uses and activities must be considered in balancing the protection of public peace and individual freedoms.

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 11- 003, § 2, 2-15-11; Ord. No. 18-033, § 2, 12-4-18)

Note(s)—See the editor's note following § 15-8.

Sec. 15-8.2. Same-Terminology and standards.

All terminology used in this section shall be as defined herein or, if not defined, given plain meaning by reference to common dictionary definition. When interpretation is required by reference to a source more definitive than this Code or a dictionary, reference shall first be made to publications of the American National Standards Institute (ANSI):

A-weighted sound level. The sound pressure level in decibels as measured on a sound level meter using the A-weighted network. The level so read is designated dBA.

Apparent property line. The line along the surface, and its vertical plane extension, which separates one (1) lot or parcel of property from another.

Construction. Any site preparation, assembly, erection, substantial repair, alteration or similar action, but excluding demolition, for or on public or private right-of-way, structures, utilities or similar property, and excluding well pointing.

Decibel (dB). A unit for measuring the volume of sound or noise, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound or noise measured to the reference pressure, which is twenty (20) micropascals (twenty (20) micro-newtons per square meter).

Demolition. Any dismantling, intentional destruction or removal of structures, utilities, public or private right-of-way surfaces or similar property.

Emergency. Any occurrence or set of circumstances involving actual or eminent physical trauma or property damage which demands immediate action.

Emergency vehicle. A motor vehicle used in response to a public emergency or to protect persons or property from imminent danger.

Emergency work. Any work necessary to restore property to a safe condition following a public calamity, work to restore public utilities, or work required to protect person or property from an imminent exposure to danger.

Equivalent. The level of a constant sound, which in a given situation and time period, has the same sound energy as does a time varying sound.

Impulse noise. A discrete noise or series of such noises of short duration (generally less than one (1) second) in which the sound pressure level rises very quickly to a high before decaying to the background level. Examples of sources of impulse noise, includes explosions and the discharge of firearms.

L10 sound level. The sound level exceeded for more than ten (10) percent of a measurement period which for the purposes of sections 15-8 through 15-8.9 shall not be less than ten (10) minutes.

LMAX. The maximum A-weighted sound level for a given event.

Legal holidays. Those recognized by the City include New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, and Christmas Day or any other legally recognized holiday.

Maximum sound level. The greatest A-weighted sound level reading obtained when measuring a source of sound during a designated time interval using the fast meter exponential integration time.

Micropascal. The international unit for pressure, analogous to pounds per square inch in English units; one (1) microPascal is one millionth of a Pascal; the reference pressure used for airborne sound is twenty (20) microPascals.

Motorboat. Any boat or vessel propelled or powered by machinery whether or not such machinery is the principal source of propulsion; including but not limited to boats, barges, amphibious craft, water-ski towing devices, jet skis and hover craft.

Motorized equipment. Any self-propelled vehicle, such as, but not limited to, passenger cars, trucks, truck trailers, semi-trailers, campers, motorcycles, mini-bikes, go-carts, gopeds, dune buggies, all-terrain vehicles or racing vehicles which are propelled by mechanical power.

Multifamily dwelling. A building or other shelter that has been divided into separate units to house more than one (1) family.

Noise. For the purposes of this chapter, noise is any sound that is in violation of any provision of this chapter.

Noise disturbance. Any sound or noise, in quantities which are plainly audible and may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, or unnecessarily interfere with the enjoyment of life or property, including outdoor recreation. Any plainly audible noise which is so harsh, prolonged, unnatural, or unusual in time or place as to occasion discomfort to any persons within the neighborhood and/or adjacent neighborhood(s) from which said noises emanate, or as to interfere with the peace and comfort of neighbors or their guests, or operators or customers in places of business, or as to negatively affect such residences or places of business.

Noise sensitive zone. Existing quiet zones until designated otherwise by a competent authority. Noise sensitive zones include but are not limited to operations of schools, libraries open to public, churches, synagogues, mosques, hospitals, residential zones (after 11:00 p.m.), and nursing homes.

Octave band sound level. The unweighted sound pressure level in the specified octave band.

Person. Any natural person, individual, association, partnership, corporation, municipality, governmental agency, business trust, estate, trust, two (2) or more persons having a joint or common interest or any other legal

entity including any officer, employee, department, agency, or instrumentality of the United States, a state or any political subdivision of a state or any other entity whatsoever of any combination of such, jointly or severally.

Plainly audible. A sound which is capable of being heard by a human being without the assistance of a mechanical or electronic listening or amplifying device.

Powered model vehicle. Any self-propelled airborne, waterborne or landborne plane, vessel or vehicle which is not designed to carry persons, including but not limited to any model airplane, boat, car or rocket.

Private right-of-way. Any street, avenue, boulevard, highway, sidewalk, bike path, or alley, or similar place, which is not owned or controlled by a governmental entity.

Public right-of-way. Any street, avenue, boulevard, highway, sidewalk or alley or similar place normally accessible to the public which is owned or controlled by a governmental entity.

Public space. Any real property or structures thereon normally accessible to the public.

Pure tone. Any sound which can be distinctly heard as a single pitch or a set of single pitches. For the purpose of measurement, a pure tone shall exist if the one-third (⅓) octave band sound pressure level in the band with the tone exceeds the arithmetic average of the sound pressure levels of the two (2) contiguous one-third (⅓) octave bands by five (5) dB for center frequencies of five hundred (500) Hz and above and by eight (8) dB for center frequencies between one hundred sixty (160) and four hundred (400) Hz and by fifteen (15) dB for center frequencies less than or equal to one hundred fifteen (115) Hz.

Real property line. An imaginary line along the surface, and its vertical plane extension, which separates the real property owned, rented or leased by one (1) person from that owned, rented or leased by another person, excluding intra-building real property divisions.

Receiving land use. The land, which is receiving the noise or sound as designated by the City zoning map (and for recently incorporated areas, the effective zoning category).

Residential. A parcel of land whose use is designated to provide only permanent housing and excluding all tourist accommodations which includes but is not limited to hotels, motels, apartment hotels, etc.

RMS sound pressure. The square root of the time averaged square of the sound pressure.

Sound. An oscillation in pressure, stress, particle displacement, particle velocity or other physical parameter, in a medium with internal forces. The description of sound may include any characteristic of such sound including duration, intensity and frequency.

Sound disturbance. Any sound or noise which is:

(a) Plainly audible beyond a distance of twenty-five (25) feet or further from the apparent property line from which the sound emanates, in a single residential zoning district, or

(b) Plainly audible in a dwelling unit adjacent to the unit from which the sound emanates or is plainly audible twenty-five (25) feet or further from the apparent property line from which the sound emanates, in multi-family residential zoning districts.

(c) Plainly audible beyond a distance of one hundred (100) feet or further from the apparent property line from which the sound emanates when the sound emanates in a commercial zoning district and is heard in a residential zoning district.

(d) Plainly audible beyond a distance of one hundred (100) feet or further from the apparent property line from which the sound emanates when the sound emanates in a public use zoning district and is heard in a residential zoning district.

For purpose of enforcement, it is not necessary to specifically identify the property line as would be depicted on a survey, rather an approximation of the property line may be used taking into consideration physical landmarks such as fences, landscaping, setbacks, driveways, or ground treatment.

Sound level. The weighted sound pressure level obtained by the use of a metering characteristic and weighting A, B, or C as specified in American National Standards Institute specification for sound level meters, ANSI S1.4-1971, or in successor publications. If the weighing employed is not indicated, the A-weighting shall apply.

Sound level meter. An instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter and weighing networks used to measure sound pressure levels. The output meter reads sound pressure levels when properly calibrated, and the instrument is of Type 2 or better, as specified in the American National Standards Institute Publication S1.4-1971, or its successor publications.

Sound pressure. The instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space, as produced by the presence of sound energy.

Sound pressure level. Twenty (20) times the logarithm to the base ten (10) of the ratio of the RMS sound pressure to the reference pressure of twenty (20) micropascals (2×10^6 N/m^2). The sound pressure level is denoted Lp or SPL and is expressed in decibels.

Use. Any activity, event, operation or facility which creates noise.

Weekday. Any Monday through Friday (at 6:00 p.m.) which is not a legal holiday as defined herein.

Weekend. Any Saturday or Sunday (until 8:00 p.m.).

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 86-3, § 1, 3-4-86; Ord. No. 11-003, § 2, 2-15-11; Ord. No. 18-033, § 2, 12-4-18)

Sec. 15-8.3. Same-Program administration.

(a) The noise and sound control program established by sections 15-8 through 15-8.9 shall be administered by the City Manager, or his/her designee, of the City of Boynton Beach, Florida.

(b) For the purposes of section 15-8.9 and its enforcement, municipal employees or officials engaged in the measurement of noise or sound, assessing compliance with such sections, making recommendations for noise and sound abatement, issuing noise and sound violations citations, or giving evidence regarding noise and/or sound violations shall have received formalized training on these subjects from institutions or organizations of recognized ability and experience in environmental acoustics and noise and sound control.

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 86-3, § 2, 3-4-86; Ord. No. 89-16, § 1, 6-20-89; Ord. No. 11- 003, § 2, 2-15-11; Ord. No. 18-033, § 2, 12-4-18)

Note(s)—See the editor's note following § 15-8.

Sec. 15-8.4. Same-Inspections.

Upon presentation of proper credentials, the City Manager or his/her designee, may enter and/or inspect any private property, place, report or records at any time when granted permission by the owner, or some other person with apparent authority to act for the owner. When permission is refused or cannot be obtained, a search warrant may be obtained from a court of competent jurisdiction upon showing of probable cause to believe that a violation of sections 15-8 through 15-8.9 may exist. Such inspection may include administration of any necessary tests.

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 11-003, § 2, 2-15-11; Ord. No. 18-033, § 2, 12-4-18)

Note(s)—See the editor's note following § 15-8.

Sec. 15-8.5. Sound and noise control—Prohibited acts.

No person shall make, continue or cause to be made any noise or sound disturbance. The making of noise or sound in violation of this chapter shall constitute prima facie evidence of a noise and/or sound disturbance.

(a) *Sound or noise disturbances prohibited.* No person shall unnecessarily make, continue or cause to be made or continued any sound or noise disturbances.

(b) *Specific prohibitions.* The following acts, which enumeration shall not be deemed to be exclusive, and the causing or permitting thereof in such a manner as to create a noise or sound disturbance across a residential or commercial real property line, or within a noise sensitive zone, or at any time in violation of the provisions of section 15-8.8, are hereby declared to be a violation:

(1) The playing, using, operating or permitting to be played, used or operated, any radio, phonograph or musical instrument, or other machine or device for the producing or reproducing of sound in such a manner or with such volume, that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and is plainly audible from a public street, the adjacent lot nearest to the source, or at a distance of twenty-five (25) feet or more, particularly during the hours between 11:00 p.m. and 7:00 a.m.

(2) *Loudspeakers*. Using or operating for any purpose other than those activities specifically exempted in section 15-8.6(d) below, any loudspeaker, loudspeaker system or similar device, including sound emitting devices which may be physically attached to any motor vehicle.

(3) *Street sales*. Offering for sale, selling or advertising for sale by shouting or outcry, anything within any area of the City.

(4) *Animals*. Owning, possessing or harboring any animal, bird or fowl which persistently howls, barks, meows, squawks, bays, cries or otherwise makes noises or sounds which create a noise or sound disturbance or is plainly audible from a public street, and/or from a distance of twenty-five (25) feet and/or from the adjacent lot nearest to the building, structure, or yard in which the animal, bird or fowl is located. A person is responsible for an animal, bird or fowl if the person owns, controls, or otherwise cares for the animal, bird or fowl. It shall be an affirmative defense to any charge hereunder that such animal, bird or fowl was emitting such noise in response to an intrusion upon the premises by any person.

(5) *Loading or unloading*. Loading, unloading, opening, closing or other handling of boxes, crates, containers, building materials, garbage cans, or similar objects in such a manner as to cause a noise or sound disturbance.

(6) *Construction*. Operating or causing the operation of any tools or equipment used in construction, drilling, excavation, clearing, repair, alteration or demolition work on weekdays during the times specified in section 15-8.8, or at any time during Sundays or legal holidays.

(7) *Fixed mechanical equipment*. Operating or causing the operation of fixed mechanical equipment located on real property including HVAC equipment, motors, engines, pumps, compressors, fans, tools, machinery, and its component parts, or any other similar stationary mechanical devices and their component parts except as otherwise exempted in section 15-8.6(f).

(8) *Motorboats*. Operating or causing the operation of a motorboat in such a manner as to cause a noise or sound disturbance.

(9) Yelling, shouting, hooting, whistling, singing, and other vocal sounds in excess of a normal conversational level, any of which occurs between the hours of 11:00 p.m. and 7:00 a.m., so as to

create a plainly audible sound across a residential real property line or on a public right-of-way or public property, or that is plainly audible to an occupant of a dwelling unit within a building other than an occupant of the unit from which the sound emanates, that can be heard from a distance of twenty-five (25) feet or more from the source, particularly in noise-sensitive zones. This section is to be applied only to those situations where the disturbance is not a result of the content of the communication but due to the volume, duration, location, timing or other factors not based on content.

(10) The use of any automobile, motorcycle or vehicle so out of repair, so loaded or in such a manner as to cause loud grating, grinding, rattling or other noise that is plainly audible from a distance of twenty-five (25) feet or more.

(11) Operating or permitting the operation of powered model vehicles, either airborne, waterborne, or landborne, which are designed not to carry persons or property, such as, but not limited to, model airplanes, boats, cars, rockets, and which are being propelled by mechanical means, within a public recreation area or park other than those areas specifically designated for such purpose by the City Commission.

(12) The creation of any sound or noise on any street adjacent to a noise sensitive zone, where those entities defined herein as being part of a noise-sensitive zone are in operation, which is plainly audible within the entity, from a distance of twenty-five (25) feet from the noise or sound, and interferes with the operation of the entity, provided conspicuous signs are displayed in such streets indicating that the same is a school, hospital or court street.

(13) The sounding of any horn or signaling device, except as a danger warning, for any unnecessary or an excessive period of time or the reasonable use of any horn or signaling device, in such manner as to cause a noise or sound disturbance.

(14) The creation or permitting of any loud or raucous noise or sound so as to disturb the peace, quiet or comfort of a residence within the immediate or adjacent neighborhood.

(15) *Vibration*. The creation or permitting of any sound or noise that produces a ground vibration, noticeable, without instruments, at the lot lines of the property from which the sound or noise emanates, provided there shall be excepted from the provisions of this division the use of pile drivers, back hoes, tampers, ditch diggers, bobcats, road graders, rollers and like equipment used in standard construction between the hours of 7:30 a.m. to 6:00 p.m. of any day.

(c) *Generators - exemption*. Notwithstanding the foregoing prohibited acts, the use of gasoline or propane powered generators is permitted during periods of power outage following natural disasters and during periods of maintenance. Operation for purposes of maintenance of the generator shall only occur during daylight hours on weekdays and only for the minimum amount of time required by the manufacturer. Any person using a generator, except during periods of power outage, is subject to the restrictions on noise generation as otherwise set forth in this chapter.

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 86-3, § 3, 3-4-86; Ord. No. 89-23, § 1, 9-19-89; Ord. No. 91-8, § 3, 2-19-91; Ord. No. 06-058, § 2, 7-5-06; Ord. No. 11-003, § 2, 2-15-11; Ord. No. 18-033, § 2, 12-4-18)

Note(s)—See the editor's note following § 15-8.

Sec. 15-8.6. Same-Exemptions.

The following acts and the causing or permitting thereof shall be specifically exempted from the prohibitions of section 15-8.5.

(a) *Motor vehicles*. Operating motor vehicle noise enforcement procedures shall be as established in F.S. Chapter 316, and applicable rules and regulations of the Department of Highway Safety and Motor Vehicles, provided however, that this exemption shall not apply to any sound emitting devices which may be attached to any motor vehicle as prohibited by section 15-8.5(b)(2).

(b) *Aircraft and interstate railway and locomotives and cars*. Noise generated by aircraft and interstate railway locomotives and cars are exempt from these provisions.

(c) *Emergency activities*. Any noise generated as a result of emergency work or for the purpose of alerting the public of the existence of an emergency situation.

(d) *Public speaking and assembly*. Any noise generated by any noncommercial public speaking or public assembly activities conducted pursuant to lawful authority on any public space or right-of-way, including sporting events.

(e) *Domestic power tools and lawn maintenance equipment*. Any noise generated by the operation and use of domestic power tools and lawn maintenance equipment.

(f) *Fixed mechanical equipment*. Noise generated by the operation and use of air conditioning units in residential districts.

(g) Nonamplified solo musical instrument played by an individual within a private residence between the hours of 9:00 a.m. and 8:30 p.m.

(h) *Construction*. The foregoing provisions of section 15-8.5(a), (b) and subparagraph (6) of this section shall not apply to municipal, county or state public works, emergency matters or matters having an effect on the public health, safety and welfare of the City in those zoning districts of mixed use, commercial and industrial, and where the noise or sound disturbance across a residential property line would not exceed those sound and noise limits set forth in section 15-8.8 of this article.

(i) Any vehicle of the City while engaged in necessary public business.

(j) Noises and sounds of authorized safety signals and warning devices.

(k) Noises and sounds resulting from emergency work, which is to be construed as work made necessary to restore property and/or utilities to a safe condition following a public emergency, or work required to protect persons or property from any imminent exposure to danger. This exemption includes noises from emergency communications and utility work following a public calamity and in connection with restoration of service operations.

(l) Noises and sounds resulting from community events, including but not limited to, fairs, sporting events, school activities, community festivals, etc.

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 86-3, § 4, 3-4-86; Ord. No. 89-23, § 2, 9-19-89; Ord. No. 01-24, § 1, 6-5-01; Ord. No. 11-003, § 2, 2-15-11; Ord. No. 18-033, § 2, 12-4-18)

Note(s)—See the editor's note following § 15-8.

Sec. 15-8.7. Same-Penalty for violation.

Any person, firm or corporation convicted in a court of competent jurisdiction of a violation of sections 15-8 through 15-8.9 shall be guilty of a misdemeanor of the second degree, punishable by a fine and/or incarceration as provided by law. The City of Boynton Beach Code Compliance Board shall have the authority and jurisdiction to prosecute such offenses. Each complaint of said violation shall be a separate offense.

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 86-3, § 5, 3-4-86; Ord. No. 97- 51, § 2, 11-18-97; Ord. No. 11- 003, § 2, 2-15-11; Ord. No. 18-033, § 2, 12-4-18)

Note—See the editor's note following § 15-8.

Sec. 15-8.8. Same-Sound levels by receiving land use.

(a) *Sound and noise limits established.* No person shall operate or cause to be operated any source of sound or noise as enumerated in section 15-8.5(b), and unless specifically exempted by section 15-8.6, in such a manner as to create a sound or noise disturbance or an exterior or interior sound level of any origin which exceeds the limits set forth for the receiving land use category in question for more than ten (10) percent of any measurement period which shall not be less than ten (10) minutes when measured at or within the boundaries of a property or within the confines of a building within the receiving land use and as a result of a source of sound being located on some other property.

(b) *L10 noise and sound level limits.* Permissible noise and sound levels for noises or sounds transmitted to receiving land use areas shall not exceed the following limits for L10 sound or noise levels as defined herein. For the purpose of these sound and noise control provisions, such sound or noise levels shall be determined using FAST meter responses:

Receiving Land Use	Emanating Land Use	Category	Time	Level Limit
L10 Sound	Residential	Exterior	Sun. - Thurs. 7:00 a.m. - 11:00 p.m.	60 (dB)A
L10 Sound	Residential	Exterior	Fri. & Sat. and holidays 11:00 p.m. - 7:00 a.m.	55 (dB)A
L10 Sound	Residential	Exterior	Sun. - Thurs. 12:00 a.m. - 7:00 a.m.	55 (dB)A
L10 Sound	Commercial	Exterior	At all times	65 (dB)A
L10 Sound	Residential	Interior	Sun. - Thurs. 7:00 a.m. to 11:00 p.m.	50 (dB)A
L10 Sound	Residential	Interior	Fri. & Sat. and holidays 7:00 a.m. - 12:00 a.m.	50 (dB)A
L10 Sound	Residential	Interior	Sun. - Thurs. 12:00 a.m. to 7:00 a.m.	45 (dB)A
L10 Sound	Commercial	Interior	At all times	55 (dB)A

(c) *Maximum sound and noise level limits.* The maximum sound and noise level from any applicable sound and noise sources shall not exceed the L10 sound and noise level limits by more than the values listed below:

10 (dB) A from 7:00 p.m. to 11:00 p.m.

5 (dB) A from 11:00 p.m. to 7:00 a.m.

(d) *Pure tone and impulse noise or sound.* For any source of sound or noise which emits a pure tone or an impulse noise or sound, as defined herein, the sound or noise level limits for L10 and maximum sound or noise levels shall be reduced by five (5) (dB) A.

(e) *District boundaries.* When a noise or sound source can be identified and its noise or sound can be measured in more than one land use designation, the pressure level limits of the most restrictive use district shall apply at that designation boundary.

(f) The burden shall be on any person contesting the equivalent sound levels to establish the actual equivalent sound or noise level by clear and convincing evidence.

(Ord. No. 85-16, § 2, 3-19-85; Ord. No. 85-45, Attach. (b), 8-20-85; Ord. No. 86-3, § 6, 3-4-86; Ord. No. 86-14, § 1, 8-19-86; Ord. No. 11-003, § 2, 2-15-11; Ord. No. 18-033, § 2, 12-4-18)

Note(s)—See the editor's note following § 15-8.

Sec. 15-8.9 Same- Measurement of noise and sound.

In determining whether a violation of this section has occurred, the complaint of noise shall be measured by the code enforcement division or Police Department according to the following plainly audible standard:

(a) The primary means of measurement shall be by ordinary, auditory senses of a reasonable person with normal sensitivities, so long as any mechanical device does not enhance their hearing, such as a microphone or hearing aid.

(b) The measurement shall be taken on, or as near as possible to the real property line of the property upon which the sound or noise source is located, and in any event from a location not less than twenty-five (25) feet from the source measured in a straight line.

(c) When applicable, sound and noise shall be measured with a sound level meter. The sound or noise level shall be measured at a distance no closer to the point from which the sound or noise in question is emanating than the property line of the parcel or lot from which the sound or noise is emanating or through partitions common to two (2) parties within a building.

(d) A measurement period shall not be less than ten (10) minutes in duration. The sound or noise being measured shall be representative of the sound or noise which instigated the complaint.

(e) A measurement shall be recorded so as to secure and ensure an accurate representation of the sound or noise.

(f) A measurement shall be taken at approximately five (5) feet above the ground or water surface away from any obstruction or reflecting surface.

(g) When necessary, a microphone windscreen shall be required to avoid wind noise biasing of a measurement.

(h) All manufacturers' directions on the operation of the sound level meter shall be followed (e.g. proper microphone angle).

(i) All sound level meters used for measurement shall be in conformance with ANSI section 1.4-1983, as amended.

(j) All octave and third octave band filter sets of the sound level meter shall be in conformance with ANSI section 1.11-1976, as amended.

(k) Instrumentation for sound level measurements may be class 1 or class 2 (ANSI section 1.4-1971), as amended.

(l) Measurements of sound and noise shall be made by individuals trained in a noise or sound measurement program approved by the county or other training facility.

(Ord. No. 18-033, § 2, 12-4-18)

7C. Proposed Resolution No. R25-050- Award of Task Order No. GESCM- 2J-02-25 and approve a budget amendment to appropriate the funds for Craven Thompson & Associates as the next pre-qualified vendor for the Preliminary Design of South Seacrest streetscape improvements in the amount of $161,170 plus a 10% allowance of $16,117 if needed for staff approval of change orders for unforeseen conditions for a total expenditure of $177,287 based on costs provided by Craven Thompson & Associates.

Commissioner Turkin stated that this project has been a long time coming, over 30 years, and asked for a timeline of how we got here.

Deputy City Manager Mack spoke about this being a continuation of his very first project when he started with the City. He said that these projects were planned over 20 years ago, and it is exciting to see this one get started. He stated that this will beautify the area and reduce speeding. He mentioned working with the County on this project and incorporating this project into the County's overall plan.

Commissioner Turkin stated that he is excited to see this coming, and he praised County Commissioner Marci Woodward for her help in the project.

Motion:

Commissioner Turkin moved to approve Proposed Resolution No. R25-050. Commissioner Hay seconded the motion. The motion passed unanimously.

10C. Discussion regarding construction hours near residential locations.
(Heard out of Order)

Adam Temple, Assistant City Manager, stated that staff worked with Commissioner Cruz on this analysis, to get ready for this presentation.

Pat Hart, Community Standards Supervisor, spoke about eight municipalities that they compared our Code to, in regard to construction hours.

Commissioner Cruz thanked staff for doing this research and for coming to the Town Hall meeting in Monterrey. She mentioned that this is complete obstruction of peace and sleep of her constituents.

Mr. Hart stated that they have staff checking Monterrey from 6:00 A.M. to 9:00 A.M. to see if anyone does work during those hours, and they are working with the Police as well.

Commissioner Cruz stated that citizens have a right to a peaceful home. She asked to have a noise litigation waiver explained.

John Kuntzman, Building Director, spoke about the waiver form that was used when City Hall was constructed, and what the rules are with the waiver. He said that for this project, the contractor had the Police on site during a portion of construction, which complied with the regulations. He stated that for another project, they had to have a complaint line, that was available to residents, to keep tabs on it. He spoke about reports that they have had on vibrations in the community.

Mayor Penserga asked who owns the vibration censor.

Mr. Kuntzman stated that they are provided by a third party.

Mayor Penserga said that he would trust it more if the City owned the vibration censor rather than the third party.

Commissioner Turkin said that maybe the City could choose a censor vendor.

Commissioner Cruz stated that she wants to provide relief to these residents and future residents that are near construction locations. She said that she would like to remove the exemption of any construction after designated working hours, especially related to properties adjacent to residential areas within a certain number of feet. She said that the goal is to figure out the distance from residential homes to the building.

Mr. Temple stated that there were a lot of concrete pours needed for this project, and they were trying to remove them from peak hours of traffic.

Mr. Kuntzman spoke about the impact of the number of concrete trucks that are lined up to pour concrete for this project, and that shifting it to daytime hours would cause a huge backup in traffic. He mentioned some of the other reasons why they have been conducting concrete pours at night, instead of during the day.

Commissioner Cruz said that unfortunately this is causing an issue with residents, and she understands the business side of it. She suggested a change of the hours.

Mayor Penserga said that he supported changing the hours and distance from the residences.

Commissioner Cruz said that she proposed constructions hours for 8 A.M.-8 P.M. Monday-Friday, 9 A.M.-8 P.M. on Saturday, and none on Sunday. She stated that this would be for any construction within a certain amount of feet of residential areas.

Commissioner Hay said that he supports this, because quality of life is more important to him, than construction. He stated that he gets a lot of complaints about this as well.

Commissioner Turkin said that he supports this change and suggestion, and that it is important to include the exemption of emergency matters, such as a busted water pipe.

He stated that there is a lot of development that is coming, which was approved, so it is important to get ahead of this now. He mentioned that we are here to enable a policy to make necessary changes.

Vice Mayor Kelley stated that the timing that she is suggesting is even shorter, 10 A.M. to 4 P.M. She said that she is in support of establishing construction times, and doesn't mind making it a little stricter, for at home quiet times in the evenings.

Commissioner Cruz said that she is comfortable with the stricter hours. She asked to allow public comment on this item.

City Attorney Lamb stated that we can come up with an Ordinance with this direction and have public hearings at that time.

Commissioner Turkin stated that he doesn't mind opening up to comments. He asked if the cities we compared to have a separate noise ordinance.

Assistant City Manager Temple responded that they did, and mentioned that the City has a citywide noise ordinance, with a construction portion.

Dan Dugger, City Manager, said that it goes to midnight on the weekends, and spoke about the allowed decibels. He mentioned that if it is after hours, the Police will go there and check the decibel levels and report to Community Standards.

Commissioner Turkin asked to make the noise ordinance stricter as well, because this should be updated. He mentioned that he would like a complete a code overhaul.

Mayor Penserga asked if the City should make a separate Ordinance for construction hours.

City Attorney Lamb stated our that Code of Ordinances is all over the place, and it is very expensive to do an overhaul, but she will determine if they need a completely new ordinance or not. She stated that the next meeting is March 18, which is after a new Board is sworn in.

Commissioner Hay asked if we have measured the decibel levels at Monterrey.

Mr. Hart stated that they have during the day, and it has measured to be in line with what is allowed. He spoke about the rules of how they measure decibel levels.

Commissioner Hay said that he is okay with allowing Public Comments.

Vice Mayor Kelley said that she doesn't want to set a precedent to allow Public Comment for this, when they already spoke during Public Audience. She stated that if we come back with an ordinance, it would allow for public comment.

Commissioner Hay said that he understands, but would like to know which end of the spectrum is the most problematic. He mentioned that they can make an exception.

City Attorney Lamb stated that this is a discussion item and that they can have a Public Comment portion when they come back with an Ordinance.

Mayor Penserga said that the majority of the Board has decided to allow Public Comment.

Beth Stanzone, Monterrey resident, stated that most recently, they had very loud pounding, and that she had to go try to talk to the construction company to mitigate the noise issue. She said that they have pieces of construction that over exceeds the decibel levels, it is not all the time.

Amelia stated that this has been going on for eight months, and that they need help sooner than later. She said that they need some kind of relief today, not later.

Mayor Penserga stated that direction has been given to staff.

Assistant City Manager Temple clarified the direction that was given to staff for a Code change.

Commissioner Cruz said that the purpose is to not allow construction to happen after 8 P.M., and removing the exception.

Commissioner Turkin stated that he is okay to come back to for a special meeting if they need it.

Mayor Penserga said that this is a draft.

Commissioner Cruz said that it should only be when it is adjacent to residential areas, not for other areas.

Commissioner Turkin said that the Board should be able to make changes, but without causing an issue where it doesn't affect residents.

Commissioner Cruz reiterated her direction and said that this is very specific in the Code.

8. Public Hearing

Commissioner Turkin left the dais at 7:33 P.M.

Commissioner Cruz said regarding Items 8A that she has not had any ex-parte communication, has not received written communication, has not conducted an