

**SECTION 4  
BID SUBMITTAL SIGNATURE PAGE**

This Page and all following pages comprise your original Bid Submittal package.

Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1 and 2 in your Bid Submittal package.

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name: Hog Technologies

Street Address: 3920 Commere Ave Stuart FL 34997

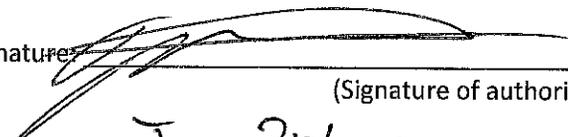
Mailing Address (if different than Street Address):  
\_\_\_\_\_

Telephone Number(s): 772 214 1714

Fax Number(s): 772 223 5461

Email Address: brent@thehog.com

Federal Employer Identification Number: 99 4295019

Signature:   
\_\_\_\_\_  
(Signature of authorized agent)

Print Name: Joey Pistone

Title: Director, Finance

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 120 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.**

END OF SECTION 4

## SECTION 8 BID FORM SUBMITTAL

### 8.1 FORMS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the most responsive and responsible Bidder.

- a. Acknowledgment of Addenda
  - b. Submittal Signature Page
  - c. Conflict of Interest Disclosure Form
  - d. Notification of and affidavit regarding Public Entity Crimes Convicted Vendor List
  - e. Notification of Public Records Law
  - f. Drug-Free Workplace
  - g. Non-Collusion Affidavit
  - h. Truth-In-Negotiation Certificate
  - i. Scrutinized Company Certification Form
  - j. E-verify Registration Certification
  - k. Scrutinized Companies that Boycott Israel Affidavit
  - l. Discriminatory Vendor List Affidavit
  - m. Affidavit Regarding Use of Coercion for Labor and Services
  - n. Affidavit Regarding Contracting with Entities of Foreign Countries of Concern
  - o. Affidavit Regarding Foreign Country of Concern Disclosure
  - p. Sample Performance Bond Format
  - q. Sample Payment Bond Format
  - r. Sample Letter of Credit Format
-

**SECTION 11**  
**SOLICITATION SUMMARY**

The City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, FL 33444

PURCHASING DIVISION

**SOLICITATION SUMMARY**

**IMPORTANT NOTICE**

The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid NON-RESPONSIVE and remove your Bid from further evaluation and consideration for contract award.

**BID INFORMATION**

Bid Number: ITB No. 2026-015

Title: HYDROBLASTING AT DELRAY BEACH WATER UTILITIES, TERM CONTRACT

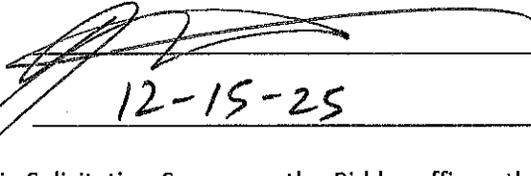
Due Date and Time: DECEMBER 10, 2025, @ 2:00PM EST

Name of Bidder: HOB Technologies

Address: 3920 Commerce Ave Stuart FL 34997

Contact Person: Brent Hoffmann

Bid Amount: \$ See 5.1 Prices & Rates

Authorized Signature: 

Date: 12-15-25

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the City of Delray Beach.

**THIS SOLICITATION SUMMARY MUST BE SIGNED AND INCLUDED WITH YOUR SECURE ELECTRONIC BID SUBMITTAL THROUGH <https://www.bidnetdirect.com/florida/cityofdelraybeach>**

**ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

**PART I:**

List below the dates of issue for each addendum received in connection with this solicitation:

Addendum #1, Dated 11-14-25

Addendum #2, Dated 11-20-25

Addendum #3, Dated 12-10-25

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

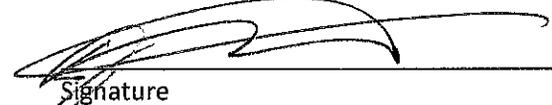
Addendum #9, Dated \_\_\_\_\_

Addendum #10, Dated \_\_\_\_\_

**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Hog Technologies  
Firm Name

  
Signature

Joey Pistone, Director, Finance  
Name and Title

12-15-25  
Date

**SUBMITTAL SIGNATURE PAGE**

By signing this document, the Bidder/Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflicts of Interest and Code of Ethics provisions.

Firm Name: Hog Technologies

Street Address: 3920 Commerce Ave Stuart FL 34997

Mailing Address (if different from Street Address): \_\_\_\_\_

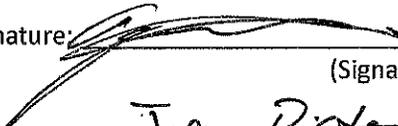
Telephone Number(s): 772-214-1714

Fax Number(s): 772 223 5461

Email Address: brent@thehog.com

Federal Employer Identification Number: 99-4295019

Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days' net \_\_\_\_\_ days

Signature:  \_\_\_\_\_  
(Signature of authorized agent)

Print Name: Joey Pistone

Title: Director, Finance

Date: 12-25-25

By signing this document, the Bidder/Proposer agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS BID/PROPOSAL, FOR NOT LESS THAN 120 DAYS, AND THE BIDDER'S/PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITS BID/PROPOSAL.**

# **Vendor or Contractor Conflict of Interest Disclosure Statement Information and Instructions**

The award of this contract is subject to the provisions of Chapter 112, Part III, Florida Statutes. The City of Delray Beach, Florida, requires this disclosure statement to be completed and filed with all proposals, bids responses, contracts, or grant or loan requests to the City. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required from persons submitting responses to requests for proposals, requests for qualifications, invitation to bid, grant applications, or other proposals.

A copy of the disclosure statement shall be maintained by the Purchasing Department.

The City of Delray Beach shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required on the disclosure form.

Any person who provides misleading or incorrect information on the disclosure statement shall be disqualified from participation. Also, the contract or grant shall be voidable by the City if the misleading or incorrect information on the disclosure statement is discovered by the City subsequent to execution of a contract.

## **Definitions**

**"Business Entity"** means any corporation, partnership, limited partnership, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in the State of Florida.

**"Family, or Family Members, or Familial Relationship"** means included but limited to individuals who are related to a public official as father, mother, son, daughter, brother, sister, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, half brother, half sister, person who is engaged to be married to a public official or who otherwise holds himself or herself out as or is generally known as the person whom a public official intends to marry or with whom a public official intends to form or has formed a household.

**"Person"** means an individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

**"Public Official"** means a person either elected to a governmental position, or appointed to a governmental position who is authorized by statute, resolution or charter to exercise part of the sovereign power of the governmental entity and whose duties of involve the exercise of discretion on behalf of the governmental entity. This also includes all City Employees.

## **Instructions**

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

# CITY OF DELRAY BEACH VENDOR OR CONTRACTOR CONFLICT OF INTEREST DISCLOSURE FORM

Hog Technologies  
ENTITY COMPLETING FORM

3920 Commerce Ave  
ADDRESS

Stuart FL 34997 772-214-1714  
CITY, STATE, ZIP TELEPHONE NUMBER

brent@thehog.com 772-260-3429  
CONTACT EMAIL ADDRESS CELL PHONE NUMBER

This form is provided with:

Invitation to Bid    Request for Proposal / Qualifications    Proposal    Grant or Loan    Other

1. Has your business entity or any of your business entities' partners, divisions, or any related business entity previously performed work or provided goods or services to any City Department within the current or last fiscal year?

Yes    No

If yes, identify below the City Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services. (Use additional pages if necessary)

CITY DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED

2. Has your business entity or any of your business entities' partners, divisions, or any related business entity previously applied for and received any grants or loans from any City Department within the current or last fiscal year?

Yes    No

If yes, identify the City Department that awarded the grant or loan, the date such grant or loan was awarded, and the amount of the grant or loan.

CITY DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT OR LOAN

3. List below the name(s) and address(es) of all public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the City Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	CITY DEPARTMENT
N/A		

4. List below the name(s) and address(es) of all family members of public officials with whom your business entity, or members of your immediate family have a familial relationship. Identify the office the public official holds or the City Department for which the public official works. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	CITY DEPARTMENT WHERE EMPLOYED
N/A			

If you identified individuals in items one and / or two above, describe in detail below the direct benefit to be gained by the public officials, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

---



---



---



---

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to used in preparation of , request for proposal or qualifications, invitation to bid, or grant or loan proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS

List below the name(s) of any officer, director, or agent of the Business Entity who is also an employee of the City of Delray Beach.

NAME OF OFFICER, DIRECTOR, OR AGENT WHO IS ALSO AN EMPLOYEE OF THE CITY

List below the name(s) of any Public Official who owns, directly or indirectly, an interest of more than five percent (5%) in the Business Entity or any of its parent company or subsidiaries.

NAME OF ANY PUBLIC OFFICIAL WHO OWNS INTEREST IN BUSINESS ENTITY

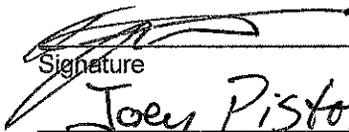
List below the name(s), titles and address(es) of all relatives of public officials of the City of Delray Beach having any direct or indirect financial interest of 5% or more in the Business Entity (other than a relationship described in response to paragraphs above), state to whom and how they are related, and describe the nature and extent of the financial interest.

**NAME OF ANY PUBLIC OFFICIAL'S RELATIVE WHO OWNS AN INTEREST OF 5% OR MORE IN BUSINESS ENTITY**

Please check one of the following statements and attach additional documentation if necessary:

- To the best of my knowledge, the Business Entity has no potential conflict of interest due to any other clients, contracts, or property interest.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interests.

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that omissions shall be cause for disqualification from participation in the proposed transaction.

	12-15-25
Signature	Date
Joey Pistone	Director, Finance
Printed Name	Title

CITY OF DELRAY BEACH

Notification and Affidavit Pursuant to Fla. Stat. Section 287.133(2)(a)

Vendor Name: Hog Technologies  
Vendor FEIN: 99-4295019  
Vendor's Authorized Representative Name and Title: Brent Hoffpauir Gen Mgr Surf Prep  
Address: 3920 Commerce Ave  
City: Stuart State: FL Zip: 34997  
Phone Number: 772-214-1714  
Email Address: brent@thehog.com

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. As the officer or representative of the company, I certify that the Proposer and its affiliates:

1. Have been notified of the above provision,
2. are not on the convicted vendor list as provided by Florida Statute §287.133(2)(a); and
3. have not been on the convicted vendor list for a period of 36 months prior to submission of the bid, proposal, or reply.

Under penalty of perjury, I declare that I have read the foregoing document, and the facts stated in it are true.

Signature:   
(Authorized Signature)  
Print Name and Title: Joey Pistone, Director, Finance  
Date: 12-15-25

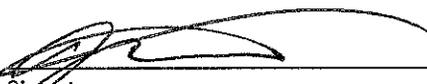
**Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, Florida Statutes**

Pursuant to Chapter 119, Florida Statutes, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contractor shall provide the City of Delray Beach 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. Contractor 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 term and following completion of the contract If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach'S custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

**IF THE SELECTED BIDDER/PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELECTED BIDDER'S/PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.**

Acknowledged:

Hog Technologies  
Firm Name

  
Signature

Joey Pistone Director, Finance  
Name and Title (Print or Type)

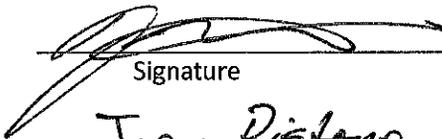
12-15-25  
Date

**DRUG-FREE WORKPLACE**

Hog Technologies is a drug-free workplace and has  
(Company Name)  
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

Hog Technologies  
Firm Name

  
Signature

Joey Pistone Director, Finance  
Name and Title

12-15-25  
Date

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Martin

Before me, the undersigned authority, personally appeared Joey Pistone, who, after being by me first duly sworn, deposes and says of authority's personal knowledge that:

a. Joey Pistone is Finance Director of Hog Technologies, the Bidder/Proposer that has submitted a Bid/Proposal to perform work for the following:

Solicitation No.: ITB 2026-015 Title: Hydroblasting Services

b. Joey Pistone is fully informed respecting the preparation and contents of the attached solicitation, and of all pertinent circumstances respecting such solicitation.

Such Bid/Proposal is genuine and is not a collusive or sham Bid/Proposal.

c. Neither the said Bidder/Proposer 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/Proposer, firm, or person to submit a collusive or sham Bid/Proposal in connection with the solicitation and contract for which the attached Bid/Proposal has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder/Proposer, firm, or person to fix the price or prices in the attached Bid/Proposal or any other Bidder/Proposer, or to fix any overhead, profit, or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Bidder/Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

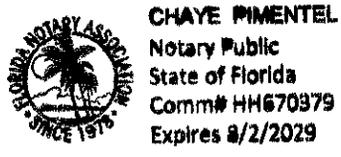
d. The price or prices quoted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

[Signature]  
Signature  
STATE OF Florida  
COUNTY OF Martin

The foregoing instrument was subscribed to and sworn before me by means of  physical presence or  online notarization, this 15<sup>th</sup> day of December, 2025 by Joey Pistone (name of person), as Director, Finance (type of authority) for Hog Technologies (name of party on behalf of whom instrument was executed).

Personally known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_

[Signature]  
Notary Public - State of



**TRUTH – IN – NEGOTIATION CERTIFICATE**

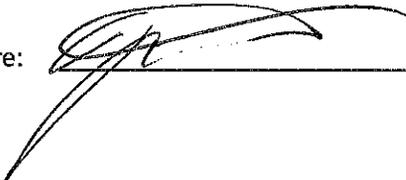
The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

Name: Joey Pistone

Title: Director, Finance

Date: 12-15-25

Signature:  \_\_\_\_\_

**Scrutinized Company Certification**

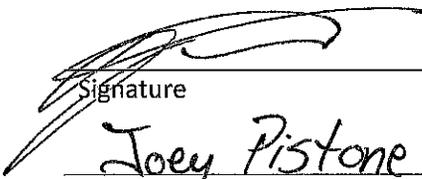
This certification is required pursuant to Florida State Statute Section 287.135.

A company, that at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

Companies must complete and return this form with its response.

Company. Hog Technologies FID or EIN No. 99-4295019  
Address. 3920 Commerce Ave  
City. Stuart State. FL Zip. 34997

I, Joey Pistone, as a representative of Hog Technologies  
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or  
the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business  
operations in Cuba or Syria.

 Signature Director, Finance Title  
Joey Pistone Printed Name 12-15-25 Date

CITY OF DELRAY BEACH

Affidavit Pursuant to Fla. Stat. Section 448.095

Vendor Name: Hog Technologies

Vendor FEIN: 99-4295019

Vendor's  
Authorized  
Representativ

e  
Name and Title: Brent Hoffmann Gen Mgr Surf Prep

Address: 3920 Commerce Ave

City: Stuart FL State: FL Zip: 34997

Phone Number: 772-214-1714

Email Address: brent@thehog.com

Florida Statute §448.095 states that a public agency must require in any contract that the contractor, and any subcontractor thereof, register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor.

As the officer or representative of the company, I certify that the company identified above:

1. is registered with the E-Verify System.
2. uses the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor; and
3. If the Proposer enters into a contract with a subcontractor, the Proposer will require that the subcontractor provide the contractor with an affidavit stating 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.

Under penalties of perjury, I declare that I have read the foregoing documents and the facts stated in it are true.

Signature:   
(Authorized Signature)

Print Name and Title Joey Pistone Director, Finance

Date: 12-15-25

CITY OF DELRAY BEACH

Affidavit Pursuant to Fla. Stat. 287.135

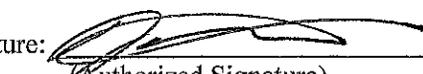
Vendor Name: HOG Technologies  
 Vendor FEIN: 99- 4295019  
 Vendor's  
 Authorized  
 Representative  
 Name and Title: Brent Hoffmann Gen Mgr Surf Prep  
 Address: 3920 Commerce Ave  
 City: Stuart State: FL Zip: 34997  
 Phone Number: 772 214 1714  
 Email Address: brent@thehog.com

Pursuant to Florida Statute §287.135, Proposer is ineligible to enter into, or renew, this Agreement if Proposer is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

As the officer or representative of the company, I certify that the company identified above:

1. Is not on the Scrutinized Companies that Boycott Israel List, and that Proposer is not engaged in a boycott of Israel.
2. If at any time during the Procurement Period or if selected, during the term of the Agreement with the City, the Proposer is placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Proposer/Contractor will notify the City in writing within ten (10) days of the date of such occurrence.
3. Proposer understands that in the event the City determines, using credible information available to the public, that Proposer has submitted a false certification or Proposer is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate any Agreement entered into and seek a civil penalty, and other damages and relief, against Proposer/Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Proposer/Contractor.
4. Proposer/Contractor will not seek damages, fees, or costs against the City in the event the City terminates an Agreement pursuant to this provision.

Under penalties of perjury, I declare that I have read the foregoing documents and the facts stated in it are true.

Signature:   
 (Authorized Signature)  
 Print Name and Title Joey Pistone, Director, Finance  
 Date: 12-15-25

CITY OF DELRAY BEACH

Affidavit Pursuant to Fla. Stat. Section 287.134

Vendor Name: Hog Technologies

Vendor FEIN: 99-4295019

Vendor's  
Authorized

Representative  
Name and Title: Brent Hoffmann, General Surf Rep

Address: 3920 Commerce Ave

City: Stuart State: FL Zip: 34997

Phone Number: 772-214-1714

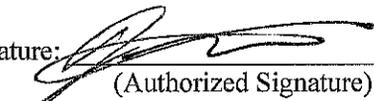
Email Address: brent@thehog.com

Pursuant to Section 287.134, Florida Statutes, 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. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

As the officer or representative of the company, I certify that the company identified above:

- 1. is not on the discriminatory vendor list as provided by Florida Statute §287.134

Under penalty of perjury, I declare that I have read the foregoing document and the facts stated in it are true.

Signature:   
(Authorized Signature)

Print Name and Title Joey Pistone Director, Finance

Date: 12-15-25

CITY OF DELRAY BEACH

Affidavit Regarding the Use of Coercion for Labor and Services

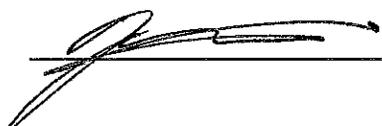
Vendor Name: Hog Technologies  
Vendor FEIN: 49-99-4295019  
Vendor's Authorized Representative Name and Title: Brent Hoffpauer Gen Mgr Surf Prep  
Address: 3920 Commerce Ave  
City: Stuart State: FL Zip: 34997  
Phone Number: 772 214 1714  
Email Address: brent@thehog.com

Florida Statute §787.06(13) requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by a officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. The City of Delray Beach, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against his or her 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 towards the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit;
- Provide controlled substances as outlined in Schedule I or Schedule II of Florida State Statute §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 document and that the facts stated in it are true.**

Signature:  \_\_\_\_\_  
(Authorized Signature)

Print Name and Title: Joey Pistone Director, Finance

Date: 12-15-25

CITY OF DELRAY BEACH

Affidavit Pursuant to Fla. Stat. 287.138

Vendor Name: Hog Technologies

Vendor FEIN: 99-4295019

Vendor's  
Authorized

Representative  
Name and Title: Brent Hoffpauir Gen Mgr Surf Prep

Address: 3920 Commerce Ave

City: Stuart FL State: FL Zip: 34997

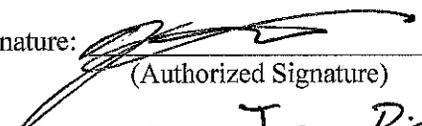
Phone Number: 772-214-1714

Email Address: brent@thehog.com

Florida Statute §287.138 requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. The City of Delray Beach, Florida is a governmental entity for the purposes of this statute.

As the officer or representative of the company, I certify under penalty of perjury that the company identified above:

1. is not owned by the government of a foreign country of concern;
2. the government of a foreign country of concern does not have a controlling interest in the company; and
3. The company is not organized under the laws of and does not have its principal place of business in a foreign country of concern.

Signature:   
(Authorized Signature)

Print Name and Title Joey Pistone Director, Finance

Date: 12-15-25

CITY OF DELRAY BEACH

Affidavit Pursuant to Fla. Stat. Section 286.101(3)

Vendor Name: Hog Technologies

Vendor FEIN: 99-4295019

Vendor's Authorized Representative Name and Title: Brent Hoffmann Beach Surf Prep

Address: 3920 Commerce Ave

City: Stuart State: FL Zip: 34997

Phone Number: 772-214-1714

Email Address: brent@thehog.com

Any entity that applies to a state agency or political subdivision for a grant or proposes a contract having a value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. Within 1 year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services. As the officer or representative of the company, I certify that the Proposer and its affiliates:

1. does NOT have any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more; and

2. has Not had prior interest of, any contract with, or any grant or gift received from a foreign country of concern within the past 5 years.

OR

3. Has provided disclosure to the City including the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder; and

4. Has provided a copy of such disclosure to the Department of Financial Services within one year before proposing any grant or contract.

Under penalty of perjury, I declare that I have read the foregoing document, and the facts stated in it are true.

Signature: [Handwritten Signature]  
(Authorized Signature)

Print Name and Title Joey Pistone Director, Finance

Date: 12-15-25

**SECTION 5  
PRICING SCHEDULE**

**5.1 PRICES AND RATES**

Bids will be accepted through a secure mailbox at **Bidnet Direct** (<https://www.bidnetdirect.com/florida/cityofdelraybeach>) until the Deadline for Submission as indicated in this ITB. The City will only accept electronic bids for this ITB. Late Bids will not be accepted.

In addition to the "Place Offer" bid submission section, the Bidder shall indicate in the spaces provided, the firm and fixed prices and rates offered to the City for the goods and/or services described below.

ITB 2026-015 Hydroblasting Delray Beach water Utilities Term Contract Pricing				
	Description	Hourly Rate	Weight Factor	Total Factored Rate
Item No. 1	<u>HYDROBLASTING</u> Minimum of 10,000 psi with a flow rate of no less than 20 gallons per minute, as specified herein	\$ _____ X  450	.20 =	\$ <u>90</u>
Item No. 2	<u>HYDROBLASTING</u> Minimum of 20,000 psi with flow rate of no less than 10 gallons per minute, as specified herein	\$ _____ X  500	.80 =	\$ <u>400</u>
Item No. 3	<u>HYDROBLASTING</u> Minimum of 40,000 psi with flow rate of no less than 5 gallons per minute, as specified herein	\$ _____ X  550	.10 =	\$ <u>55</u>

TOTAL FACTORED RATE OFFERED \$ 545.00

END OF SECTION 5

**December 14, 2025**

CITY OF DELRAY BEACH  
100 NW 1<sup>ST</sup> AVE  
DELRAY BEACH FL 33444

ATTN: CITY MANAGER

ITB 2016-015

HOG TECHNOLOGIES ADDITIONAL INFORMATION

HOG TECHNOLOGIES HOURLY PRICING INCLUDES TRAVEL TIME TO AND FROM WORK SITE. ALSO, HOURLY PRICING IS INCLUSIVE OF HYDROBLAST PUMP, VACUUM TRUCK AND HIGH REACH IF NECESSARY.

SINCERELY,

A handwritten signature in cursive script that reads "Brent Hoffpauir". The signature is written in dark ink and is positioned above the printed name.

BRENT HOFFPAUIR

**December 14, 2025**

CITY OF DELRAY BEACH  
100 NW 1<sup>ST</sup> AVE  
DELRAY BEACH FL 33444

ATTN: CITY MANAGER

Client references;

Palm Beach Water Utilities, 1500 N Jog Rd West Palm Beach FL

Dave Guerrero, [dguerrero@pbcwater.com](mailto:dguerrero@pbcwater.com), 954-821-9512

Contract work dates to 2007. 20,000 psi clarifier cleaning

Village of Wellington, 1100 Wellington Trace, Wellington FL

Karla Berroteran-Castellon, [kberroteran@wellingtonfl.gov](mailto:kberroteran@wellingtonfl.gov), 561-753-2465

Contract work dates to 2015. 20,000 psi clarifier cleaning

City of Delray Beach Water, 200 SW 6<sup>th</sup> St Delray Beach

Zephaniah Jones, [JonesZ@mydelraybeach.com](mailto:JonesZ@mydelraybeach.com), 561-892-6787

Contract works date to 2000. 20,000 psi clarifier cleaning

SINCERELY,



BRENT HOFFPAUIR

**December 15, 2025**

CITY OF DELRAY BEACH  
100 NW 1<sup>ST</sup> AVE  
DELRAY BEACH FL 33444

ATTN: CITY MANAGER

Hog Technologies historical names;

Hog technologies has been doing work in South Florida for over 30 years. Our previous names include Waterblasting, LLC; Waterblasting.com and Pressure Cleaning Services, Inc. Waterblasting, LLC was bought out by Federal Signal earlier this year and this reflects the name change to FSC Highlander, dba Hog Technologies.

We are still the same organization only with a name change. Our current workforce has over 28 years of continued service to Delray Beach Water plant.

Regards,

SINCERELY,



BRENT HOFFPAUIR

**NCCER**

Board of Trustees confers upon

*brent hoffpauir*

this certificate of completion for Knowledge Verified

*Hydroblasting Technician V2*

as part of the National Craft Assessment and Certification Program  
on this Twenty-Second day of June, in the year 2018



*Donald E. Whyte*  
Donald E. Whyte  
President, NCCER





[Previous on List](#)   [Next on List](#)   [Return to List](#)

[Fictitious Name Search](#)

No Filing History

## Fictitious Name Detail

### Fictitious Name

HOG TECHNOLOGIES

### Filing Information

**Registration Number** G25000021865  
**Status** ACTIVE  
**Filed Date** 02/13/2025  
**Expiration Date** 12/31/2030  
**Current Owners** 1  
**County** MARTIN  
**Total Pages** 1  
**Events Filed** NONE  
**FEI/EIN Number** 99-4295019

### Mailing Address

3920 SE COMMERCE AVENUE  
STUART, FL 34997

### Owner Information

FSC HIGHLANDER LLC  
3920 SE COMMERCE AVENUE  
STUART, FL 34997  
**FEI/EIN Number:** 99-4295019  
**Document Number:** M25000001456

### Document Images

02/13/2025 -- CANCELLATION/RE-REGISTRATION

[Previous on List](#)   [Next on List](#)   [Return to List](#)

[Fictitious Name Search](#)

No Filing History

## Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://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.)			
	<b>FEDERAL SIGNAL CORPORATION</b>				
	2	Business name/disregarded entity name, if different from above.	<b>FSC HIGHLANDER, LLC dba HOG TECHNOLOGIES (FEIN 99-4295019)</b>		
	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.	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):	
		<input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> 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.  <input type="checkbox"/> Other (see instructions) _____	Exempt payee code (if any) <u>5</u>	Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) <u>D</u>	
	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. <input type="checkbox"/>	(Applies to accounts maintained outside the United States.)		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)		
6	City, state, and ZIP code				
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.

Social security number									
				-					
or									
Employer identification number									
3	6	-	1	0	6	3	3	3	0

**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.

### Part II Certification

Under penalties of perjury, I certify that:

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

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

**Sign Here**      Signature of U.S. person

Date 8/29/2025

## 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](http://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

## SECTION 6 MINIMUM QUALIFICATIONS

Bidder shall submit information and documentation requested in this Section that confirms it meets the following qualification requirement(s). For the purposes of this ITB, a responsible Bidder is a Bidder that meets the minimum qualification requirements below.

- i. Bidder is registered with the States of Florida, Division of Corporations to do business in Florida. **Provide proof of registration. The City will verify.**
- ii. Must have been in business for a minimum of five (5) years prior to the Due Date. **Provide supporting documentation (e.g. state, county, city business registration; occupational license) that confirms Bidder has been in business for a minimum of five (5) years prior to the Due Date.**
- ✓ iii. Bidder employs an individual who holds a current National Center for Construction Education and Research (NCCER) Hydroblasting Technician certification. If Bidder is utilizing a subcontractor to meet this minimum qualification, please disclose the name of the subcontractor and provide proof of current certification. **Provide proof, in the form of a copy of certification(s), that the Bidder meets this qualification.**
- iv. The bidder must provide written evidence (copies of current licenses/certifications) that show that the firm (bidder) or a principal in the firm be licensed to contract the scope of work in Palm Beach County with the following:
  1. National Center for Construction Education and Research (NCCER) Hydroblasting Technician Certification.

OR

  2. 10- or 30-hour Certification Safety Course that covers the following topics:
    - I. Typical safety plan
    - II. High pressure blasting: Equipment inspection and safety features, proper use and care of equipment and setup of zone.
    - III. Training in the following subjects:
      - (a) Personal protective equipment
      - (b) Fall protection
      - (c) Lockout and tagout
      - (d) Hearing protection
      - (e) Environmental factors (heat, stress, cold temperatures)
      - (f) High pressure water jetting/blasting
      - (g) Confined space
      - (h) Scaffold use
- ✓ v. Bidder has submitted pricing utilizing the pricing form contained in this ITB. **No additional documentation is required. The City will verify from Bidder's Bid.**

- ✓ vi. Bidder has previously provided acceptable services for the type of work identified in this ITB. **Submit up to three (3) client references for whom Bidder has provided hydroblasting services similar to those specified in this ITB in the past three (3) years and who are agreeable to respond to a request from the City regarding bidder's experience. Each client reference should include the following:**
- a. **Organization name:**
  - b. **Contact Name(s):**
  - c. **Contact Email Address:**
  - d. **Address:**
  - e. **Telephone Number:**
  - f. **Dates of Service (start/end):**
  - g. **Type of Work (brief description):**

- vii. Provide a list of equipment and facilities available to perform the services specified herein.
- viii. Provide a detailed statement of experience, qualifications and background that shows evidence that the bidder has a minimum of five (5) years' experience in the hydroblasting field.
- ix. Bidder Is NOT listed on the Florida Department of Management Services, Convicted Vendor List as defined in Florida Statute Section 287.133(3)(a-d).

**Provide an executed copy of the Affidavit Regarding the Convicted Vendor List.**

- x. Bidder has no reported conflict of interests in relation to this ITB.

**Provide an executed copy of the Contractor Conflict of Interest Disclosure Statement.**

- xi. Bidder Is NOT listed on the System for Award Management (SAM), electronic roster of debarred companies excluded from Federal procurement and non-procurement programs throughout the U.S. Government (unless otherwise noted) and from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and nonfinancial assistance and benefits.

**Provide proof of registration. City will verify. Per Section 34.f. Rejection of Bids or Proposals of the City's Purchasing Policies and Procedures Manual, vendors may be deemed non-responsible if: Vendor has been declared to be in default on any City or public entity contract, debarred or suspended by any public entity.**

- xii. Bidder affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Proposer will utilize the E-Verify System to verify the work authorization status of all newly hired employees and will require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien.

**Provide affidavit of E-Verify Registration and utilization and affidavit of any known subcontractors. If any subcontractors are hired during the pendency of the ITB or during the term of an Agreement with the City, Proposer is required to update this.**

- xiii. Bidder is NOT listed on the Florida State Board of Administration, Scrutinized List of Prohibited Companies found at:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/vendor\\_registration\\_and\\_vendor\\_lists/scrutinized\\_list\\_of\\_prohibited\\_companies](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists/scrutinized_list_of_prohibited_companies)

**Provide an executed copy of the Scrutinized Company Certification form.**

- xiv. Bidder is NOT on the Scrutinized Companies that Boycott Israel List, as identified in Fla. Stat. Section 215.4725, and is NOT engaged in a boycott of Israel.

**Provide an executed copy of the Scrutinized Companies that Boycott Israel List or Engage in a Boycott of Israel Certificate Form.**

- xv. Bidder is NOT on the Discriminatory Vendor List as provided in Section 287.134.

**Provide an executed copy of the Discriminatory Vendor List Affidavit.**

- xvi. Bidder does NOT use coercion for labor or services as defined in Fla. Stat. 787.06(13).

**Provide an executed copy of the Affidavit Regarding the Use of Coercion for Labor and Services.**

- xvii. Pursuant to 287.138, the Bidder is NOT owned by the government of a foreign country of concern, NO government of a foreign country of concern has a controlling interest in the company of Bidder, and the Bidder is NOT organized under the laws of and does not have its principal place of business in a foreign country of concern .

**Provide an executed copy of the Affidavit Regarding Contracting with Entities of Foreign Countries of Concern.**

- xviii. Proposer does NOT have any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern if such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years OR has provided a disclosure pursuant to Fla. Stat. 286.101(3)(a) or is subject to a disclosure exception under Fla. Stat. 286.101(3)(b)(1-6).

**Provide an executed copy of the Affidavit Regarding Foreign Country of Concern Disclosure**

- xix. **Provide information** concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors, is or has been involved with the last three (3) years.

## SECTION 7

### RESPONSE REQUIREMENTS

- A. Provide the following information for three (3) clients, for whom the bidder has provided similar services which are willing and able to confirm the projects.

- i. Entity Name
- ii. Entity's Primary Contact for contract (Name & Title)
- iii. Phone Number
- iv. Email Address
- v. Project Term (Start/End Date)
- vi. Types of Work
- vii. Beginning and ending contract/PO amounts

~~see 6 VI~~

END OF SECTION 7

**SECTION 9  
SAMPLE AGREEMENT FORMAT**

Below is the standard agreement format for this Invitation to Bid. This is a sample agreement only and is subject to revisions. **DO NOT COMPLETE.**

**AGREEMENT**

THIS AGREEMENT is hereby made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the City of Delray Beach, a Florida municipal corporation (“City”), whose address is 100 NW 1<sup>st</sup> Avenue, Delray Beach, Florida 33444, and \_\_\_\_\_, a Corporation/Limited Liability Company/etc., authorized to do business in the State of Florida (hereafter referred to as “Contractor”), whose address is \_\_\_\_\_.

WHEREAS, the City desires to retain the services of the Contractor to Hydroblasting Services in accordance with the City’s Invitation to Bid No. ITB 2026-015, and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

**ARTICLE 11. INCORPORATION OF INVITATION TO BID**

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City’s Invitation to Bid No. ITB 2026-015, and the Contractor’s response to the Invitation to Bid, including all documentation required thereunder.

**ARTICLE 1. DESCRIPTION OF GOODS OR SCOPE OF SERVICES**

The Contractor shall provide Hydroblasting Services pursuant to the specifications accompanying the City’s Invitation to Bid, which are incorporated herein by reference.

**ARTICLE 2. COMPENSATION**

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

**ARTICLE 4. MISCELLANEOUS PROVISIONS**

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

HYDROBLASTING SERVICES AT DELRAY BEACH WATER UTILITIES, TERM CONTRACT

- i. As to the City: City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Manager  
Email:
  
- ii. with a copy to: City of Delray Beach  
100 N.W. 1<sup>st</sup> Avenue  
Delray Beach, Florida 33444  
Attn: City Attorney  
Email:
  
- iii. As to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn.: \_\_\_\_\_  
Email: \_\_\_\_\_

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. E-VERIFY

By entering into this Agreement, Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your 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 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 6. DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, 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. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

#### ARTICLE 7. SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL

Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Agreement if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

a. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.

b. Contractor shall notify the City if, at any time during the term of this Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.

c. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.

d. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Agreement pursuant to this provision.

#### ARTICLE 8. CONVICTED VENDOR LIST

By its execution of this Agreement, Contractor acknowledges that it has been informed by City of, and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which reads as follows:

a. "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be

awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

#### ARTICLE 9. COMPLIANCE WITH ALL APPLICABLE LAW

The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

#### ARTICLE 10. DISCLOSURE OF INTERESTS OF COUNTRY OF FOREIGN CONCERN

Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286 .101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

#### ARTICLE 11. FOREIGN COUNTRY OF CONCERN AND PERSONAL IDENTIFYING INFORMATION

Section 287.138, Florida Statutes, prohibits the City from entering into a contract which would give access to an individual's personal identifying information with an entity with a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. Upon submitting its Work Order, Contractor shall certify compliance with section 287.138, Florida Statutes, by executing the Proposer Certification regarding Entities of Foreign Countries of Concern, which is included in Attachment 2. The City reserves the right to terminate any agreement in which a CONTRACTOR provides a false certification or otherwise violates Section 287.138, Florida Statutes.

#### ARTICLE 12. COMPLIANCE WITH FLORIDA STATUTE §787.06(13)

Contractor has fully complied with Florida Statute §787.06(13) by providing an affidavit to the City signed by an officer or representative of Contractor under penalty of perjury that Contractor does not use coercion for labor or services as defined in that statute.

#### ARTICLE 13. CONTRACT TERM

The term of this Agreement shall remain in effect for a term of three (3) years and may be renewed for (2) two additional (1) one-year period(s), unless terminated earlier in accordance with terms set forth in the ITB.

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

\_\_\_\_\_  
Alexis Givings, City Clerk

By: \_\_\_\_\_  
Thomas F. Carney, Jr. Mayor

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lynn Gelin, City Attorney

CONTRACTOR

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ (name of person), as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

Personally known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

## SECTION 10 GENERAL TERMS AND CONDITIONS

### 10.1 DEFINITIONS

- a. Bid: any offer(s) submitted in response to an Invitation to Bid.
- b. Bidder: person or firm submitting a Bid in response to an Invitation to Bid.
- c. Bid Solicitation or Invitation to Bid: this Solicitation documentation, including any and all addenda.
- d. Bid Submittal Form: describes the goods or services to be purchased and must be completed and submitted with the Bid.
- e. City: shall refer to the City of Delray Beach, Florida.
- f. Contract or Agreement: Invitation to Bid, all addenda issued thereto, all affidavits, the signed agreement, and all related documents which comprise the totality of the contract or agreement between the City and the Bidder.
- g. Contractor: awarded Bidder or Bidder who is awarded a contract to provide goods or services to the City.
- h. Invitation to Bid: formal request for Bids from qualified Bidders.
- i. Purchasing Division: Purchasing Division of the City of Delray Beach, Florida.
- j. Responsible Bidder: Bidder which has the capability in all respects to perform in full the contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.
- k. Responsive Bidder: Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.

### 10.2 CONE OF SILENCE

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Delray Beach, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders on City Solicitations, the City's professional staff, and the City Commission members.

### 10.3 ADDENDUM

The Purchasing Division may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid or Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

### 10.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

### 10.5 CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

### 10.6 WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Purchasing Division prior to the Bid opening date may withdraw a Bid. A Bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Administration Division. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

### 10.7 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Form, the Technical Specifications,

the Special Conditions, and then the General Terms and Conditions.

10.8 PROMPT PAYMENT TERMS

It is the policy of the City of Delray Beach that payment for all purchases by City Departments shall be made in a timely manner. The City will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

10.9 DISCOUNTS (PROMPT PAYMENTS)

The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the Solicitation.

10.10 PREPARATION OF BIDS

- a. The Bid forms define requirements of items to be purchased and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer.
- b. An authorized agent of the Bidder's firm must sign the Bid submittal form. **Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.**
- c. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.
- d. The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".
- e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- f. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

10.11 CANCELLATION OF BID SOLICITATION

The City of Delray Beach reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the City.

10.12 AWARD OF CONTRACT

- a. The contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.
- b. The City reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.
- c. The City reserves the right to negotiate prices **with the responsive and responsible low Bidder**, provided that the scope of work of this Solicitation remains the same.
- d. The Bidder's performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- e. The City will provide a copy of the Bid Tabulation to all Bidders responding to this Solicitation.
- f. The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.
- g. The Purchasing and Contracts Director will decide all tie Bids.
- h. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- i. The City reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the City deems necessary.

10.13 CONTRACT EXTENSION

The City reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide City Departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

10.14 WARRANTY

All warranties express and implied shall be made available to the City for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the City, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

10.15 ESTIMATED QUANTITIES

HYDROBLASTING SERVICES AT DELRAY BEACH WATER UTILITIES, TERM CONTRACT

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

Bid Solicitation. The Bidder shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

10.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

10.20 LICENSES, PERMITS AND FEES

The awarded Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

10.17 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the awarded Bidder, continue until completion at the same prices, terms, and conditions.

10.21 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the awarded Bidder shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

10.18 PROTEST

a. A recommendation for contract award or rejection of award may be protested by a Proposer. The Proposer may file a written protest with the City Clerk's office. The Proposer shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Proposal number of the Solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

10.22 ASSIGNMENT

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.

b. The written protest must be received within three business days from the time of the initial posting of the intended award. Notice of Intent to Award shall be posted in Bidnet Direct. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Proposer of all rights of protest under this procedure. Purchasing Procedure Manual <https://www.delraybeachfl.gov/home/showpublisheddocument/12270/638140626086330000>.

10.23 SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

c. The letter of protest shall be accompanied by a non-refundable protest application fee in an amount equal to one percent (1%) of the protestor's bid or five thousand dollars (\$5,000.00), whichever is less. The protest application fee must be a cashier's check, a certified check, or an attorney's trust account check made payable to the City of Delray Beach. Failure to provide the required protest application fee shall deem the protest as incomplete and invalid.

10.24 RESPONSIBILITIES AS EMPLOYER/E-VERIFICATION

The employee(s) of the awarded Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The City may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

10.19 LAWS AND REGULATIONS

The awarded Bidder shall comply with all laws and regulations applicable to provide the goods or services specified in this

Bidder acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Proposer affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly

HYDROBLASTING SERVICES AT DELRAY BEACH WATER UTILITIES, TERM CONTRACT

hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in a termination of proposed agreement, or if your 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 20 calendar days after the date of termination. If proposed Agreement is terminated for a violation of the statute by Bidder, the Bidder may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of Bidder

10.25 INDEMNIFICATION

The awarded Bidder shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder 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 attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

10.26 COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any City purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City, stating either that the contractor is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the contractor's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder

identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

10.27 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

10.28 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

10.29 TERMINATION FOR DEFAULT

The City reserves the right to terminate this contract, in part or in whole, or place the selected Bidder on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. If the awarded Bidder fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the awarded Bidder. The City further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

10.30 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

10.31 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the awarded Bidder to submit to an audit by an auditor of the City's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly

HYDROBLASTING SERVICES AT DELRAY BEACH WATER UTILITIES, TERM CONTRACT

to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the City for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

10.32 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

10.33 PRE-AWARD INSPECTION

The City may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

10.34 PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

10.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the City of Delray Beach with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

- a. Use of information only for performing services required by the contract or as required by law;

- b. Use of appropriate safeguards to prevent non-permitted disclosures;
- c. Reporting to the City of Delray Beach any non-permitted use or disclosure;
- d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- e. Making Protected Health Information (PHI) available to the customer;
- f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
- g. Making PHI available to the City of Delray Beach for an accounting of disclosures; and
- h. Making internal practices, books, and records related to PHI available to the City of Delray Beach for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

10.36 ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

10.37 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

10.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-7411.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

10.39 BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their

HYDROBLASTING SERVICES AT DELRAY BEACH WATER UTILITIES, TERM CONTRACT

- respective legal representatives, successors, and permitted assigns.
- 10.40 SEVERABILITY  
In the event any term or provision of any contract or agreement entered into pursuant to this Solicitation is found by a court of competent jurisdiction to be invalid, the remaining terms and provisions shall continue to be effective and shall be interpreted and given meaning to the greatest possible extent in the absence of any severed terms or provisions.
- 10.41 GOVERNING LAW AND VENUE  
This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue.
- 10.42 ATTORNEY'S FEES  
It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.
- 10.43 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION  
The City of Delray Beach complies with all laws prohibiting discrimination on the basis of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, and genetic information, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.
- During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.
- The awarded Bidder further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.
- 10.44 AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS  
It is agreed and understood that any City department or agency may access this contract and purchase the goods or services provided herein. Each City department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.
- 10.45 CRIMINAL HISTORY BACKGROUND CHECKS  
Prior to hiring a contract employee or contracting with a Bidder, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.
- 10.46 LABOR, MATERIALS, AND EQUIPMENT  
Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.
- 10.47 MINIMUM WAGE REQUIREMENTS  
The awarded Bidder shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other wages laws, as may be applicable to this Contract.
- 10.48 PACKING SLIP AND DELIVERY TICKET  
A packing slip and/or delivery ticket shall accompany all items during delivery to the City. The documents shall include information on the contract number or purchase order, any back order items, and the number or quantity of items being delivered.
- 10.49 PURCHASE OF OTHER ITEMS  
The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request price quote(s) from the awarded Bidder(s) on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another contract vendor, or a non-contract vendor.
- 10.50 PUBLIC RECORDS  
Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 811.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The City will not

HYDROBLASTING SERVICES AT DELRAY BEACH WATER UTILITIES, TERM CONTRACT

accept Bids when the entire Bid is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, 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.

The awarded Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statutes, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

10.51 CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the City of Delray Beach. Further, all Bidders must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. All Bidders must disclose the name of any City Commissioners or employees with whom your business entity, or members of your immediate family have a familial relationship, all family members of public officials with whom your business entity or members of your immediate family have a familial relationship, and paid consultants and/or lobbyists utilized to prepare proposal. Failure to disclose any such affiliation will result in disqualification of the Bidder from this invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the City.

10.55 FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the City as a result of having to secure the services of another vendor.

10.52 PUBLIC ENTITY CRIMES

Bidder acknowledges that it has been informed by City of, and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

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

10.56 CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the City may (a) place the awarded Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

10.53 OTHER GOVERNMENTAL AGENCIES

If a Bidder is awarded a contract as a result of this ITB, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

10.57 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the City.

10.54 COMPLETION OF WORK AND DELIVERY

10.58 OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or

HYDROBLASTING SERVICES AT DELRAY BEACH WATER UTILITIES, TERM CONTRACT

performing such work where required to the satisfactory completion of the project.

10.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the contract cancelled; or (2) the City may require the awarded Bidder to replace the materials at the Bidder's expense.

10.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation Implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.

10.61 TAXES

The City of Delray Beach is exempt from Federal and State taxes for tangible personal property.

10.62 BIDDER'S COSTS

The City shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.

10.63 SUBSTITUTION OF PERSONNEL

It is the intention of the City that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

10.64 FORCE MAJEURE

The City and the awarded Bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is

delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

10.65 NOTICES

Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Proposer and the City of Delray Beach.

10.66 POOL CONTRACTS

During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or by categories, sub-categories, or groups, the City reserves the right to add new vendors to these contracts for goods or services not awarded for the original Solicitation or as part of the general pool category, sub-category or group. To be eligible to be added to these pool contracts, a vendor must meet the same

HYDROBLASTING SERVICES AT DELRAY BEACH WATER UTILITIES, TERM CONTRACT

eligibility requirements established in the original Invitation to Bid.

meet any of the criteria in paragraphs (2)(a)-(c) of the statute. Upon submitting its proposal, Proposer shall certify compliance with section 287.138, Florida Statutes, by executing the Proposer Certification regarding Entities of Foreign Countries of Concern, which is included in Attachment 2. The City reserves the right to terminate any agreement in which a contractor provides a false certification or otherwise violates Section 287.138, Florida Statutes.

10.67 FISCAL FUNDING OUT

The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

10.71 SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL

Pursuant to Section 287.135, Proposer is ineligible to enter into, or renew, this Agreement if Proposer is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel. Proposer must submit Affidavit regarding Scrutinized Companies that Boycott Israel at time of submission of Proposal.

10.68 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

10.72 NO USE OF COERCION FOR LABOR OR SERVICES

Proposer has fully complied with Florida Statute §787.06(13), which requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute as evidenced by the affidavit that must be submitted with proposal.

10.69 DISCLOSURE OF INTERESTS WITH COUNTRIES OF FOREIGN CONCERN

Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

10.73 DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, 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. With proposal, Proposer must submit affidavit, which represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

10.70 Foreign Countries of Concern in Agreements with Personal Identifying Information

Section 287.138, Florida Statutes, prohibits the City from entering into a contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not

END OF SECTION 10