



CITY OF DELRAY BEACH

100 NW 1st AVENUE, DELRAY BEACH, FL 33444

BID No. 2013-12

BEACH CLEANING, MAINTENANCE AND BEAUTIFICATION SERVICES

**MAYOR
VICE MAYOR
DEPUTY VICE MAYOR
COMMISSIONER
COMMISSIONER
CITY MANAGER**

**- NELSON S. McDUFFIE
- THOMAS CARNEY
- ADAM FRANKEL
- ANGELETA GRAY
- AL JACQUET
- DAVID HARDEN**

Purchasing Division ♦ Finance Department ♦ (561) 243-7161 ♦ Fax (561) 243-7166

CITY OF DELRAY BEACH

INVITATION TO BID

BID No. 2013-12

BEACH CLEANING, MAINTENANCE AND

BEAUTIFICATION SERVICES

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CITY OF DELRAY BEACH

PURCHASING OFFICE 100 N.W. 1st AVENUE
DELRAY BEACH, FL 33444
(561) 243-7161/7163 Fax: (561) 243-7166

BID No: 2013-12

DATE: September 19, 2012

TITLE: Beach Cleaning, Maintenance and Beautification Services

BIDS MUST BE RECEIVED ON OR BEFORE: Wednesday, October 17, 2012 @ 1:00 P.M. at which time bids will be publicly opened and read.

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any pertinent document form a part of this bid and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this Invitation to secure bids for item(s) and/or services as listed herein for the City of Delray Beach, Florida, hereinafter called the CITY.

SEALED BIDS: Sealed bids will be received in the Purchasing Office until the date and time as indicated above. Bids will be opened publicly in City Hall and all bidders and general public are invited and encouraged to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the City of Delray Beach, Purchasing Office, 100 NW First Avenue, Delray Beach, Florida 33444. Outside of envelope shall plainly identify bid by: **BID NUMBER, TITLE, AND DATE OF BID OPENING**

OPENING. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Office on or before the closing date and hour as shown above. **RETURN ONE (1) UNBOUND ORIGINAL AND TWO (2) COPIES OF REQUIRED BID SHEETS.** Any failure on the part of the supplier to comply with the ensuing conditions and specifications shall be reason for termination of contract.

Copies of the specifications may be downloaded from www.DemandStar.com, phone (800) 711-1712, or may be obtained in hard copy from the Purchasing Office, City Hall, 100 N.W. 1st Avenue, Delray Beach, Florida, 33344.

CITY'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of sixty (60) days from the last date for receiving of bids for acceptance of its bid by the City Manager and/or City Commission.

AWARD: The City reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids, to reject any and all bids in whole or in part, with or without cause, and/or to accept bids that in its judgment will be for the best interest of the City, as further stated in Paragraph 16 of General Conditions.

All service/work performed shall be in accordance with the Contract Documents pertaining thereto, which may be examined at the office of the Purchasing Division, 100 N.W. 1st Avenue Delray Beach, Florida, 33444. Call or email Purchasing at 561-243-7161 or email nadal@mydelraybeacc.com, for information.

****The City of Delray Beach, Florida reserves the right to accept and/or reject any and all proposals, to waive informalities, to re-advertise and to award the Contract in its best interest.**

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

1. SUBMISSION AND RECEIPT OF BIDS:

- A. Bids, to receive consideration, must be received prior to the specified time of opening as designated in the invitation.
- B. Unless otherwise specified, bidders **MUST** complete all questions and price blanks in the spaces provided in this Invitation to Bid. Failure to do so may cause your bid to be rejected. However, you may attach supplemental information.
- C. Bids having any erasures or corrections **MUST** be initialed by bidder in ink. Bids shall be signed in ink. All prices shall be typewritten or filled in with pen and ink.
- D. All bids **MUST** be signed with the firm name and by an officer or employee having the authority to bind the company or firm by his/her signature.

2. QUANTITIES OR USAGE:

Whenever a bid is solicited seeking a source for a specified time for materials or services in the quantities or usage shown, these quantities is estimated only. No guarantee or warranty is given or implied by the City of Delray Beach as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders' information only and will be used for tabulation and presentation of bid.

3. PRICES:

- A. Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of opening unless otherwise stated by the City or bidder.
- B. Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit price(s) quoted will govern.
- C. Consideration in awarding bids for term contracts will be given first to bidder offering firm prices subject to market price reduction and second to bidder offering firm prices for full contract period. If at any time during the period of this contract, the City of Delray Beach is able to purchase the items and/or services at prices less than our contract price, the successful bidder shall meet these prices and in the event of his failure to do so, the City of Delray Beach may negotiate for a new contract on the open market.
- D. The City reserves the right to purchase items on state contract if such items can be obtained on the same terms, conditions, specifications and in the best interest of the City.
- E. Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.

4. DELIVERY:

- A. All items shall be delivered F.O.B. destination, and delivery costs and charges included in the bid price. Failure to do so may be cause for rejection of bid.
- B. Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified on bid form.

5. BRAND NAMES:

If and whenever in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or make, the phrase OR EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to name such product within his bid and to prove to the City that such product is equal to that specified.

6. QUALITY:

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship.

7. SAMPLES:

Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at bidder's expense.

8. ACCEPTANCE:

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City is found to be defective or does not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the seller's expense.

9. DEFAULT PROVISION:

In case of default by the bidder or contractor, the City of Delray Beach may procure the article or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

10. COPYRIGHTS OR PATENT RIGHTS:

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and seller agrees to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

11. COMPLIANCE WITH SAFETY STANDARDS:

- A. All equipment, machinery, electrical appliances, cords and apparatus shall comply with all provisions of the Florida state Safety Standards.
- B. Whenever a bid is sought and services secured for any type of on-site construction the awarded bidder shall remove from the work site at the end of each working day all rubbish and waste debris resulting from his operations. The awarded bidder shall also secure the work site before leaving at the end of each working day.

12. MANUFACTURER'S CERTIFICATION:

The City of Delray Beach reserves the right to request from bidders separate manufacturer certification of all Statements made in the proposal.

13. SIGNED BID CONSIDERED AN OFFER:

This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Manager and/or City Commission of the City of Delray Beach and in case of default on the part of the bidder or contractor after such acceptance, the City of Delray Beach may take such action as it deems appropriate including legal action for damages or specific performance.

14. LIABILITY, INSURANCE, LICENSES AND PERMITS:

- A. PERMITS: Where bidders are required to perform work on City structure(s) or property as a result of bid award, the City will waive the cost for permits. Contractor shall pay for permits for all other work.
- B. LICENSES: If you are not licensed to perform work in the City of Delray Beach you **MUST** obtain an Occupational License before a Notice to Proceed will be issued.
- C. LIABILITY INSURANCE: The City prefers the insurance and bonding companies have a BEST Rating no less than A-, VII or better. If you have any questions regarding the City's Insurance and/or Bond requirements, please contact the City's Risk Management Office at **(561) 243-7150**. See page eight (8) for Insurance Requirements. A "sample" certificate has been attached.

15. SPECIFICATIONS:

- A. For purposes of evaluation, bidder must indicate any variances from our specifications and/or conditions, **NO MATTER HOW SLIGHT**. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications.
- B. Any omissions of detail specifications stated herein that would render the material/service from use as specified will not relieve the bidder from responsibility.

16. AWARD OF CONTRACT:

The City of Delray Beach reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

17. TAXES:

The City of Delray Beach is exempt from any sales tax imposed by the State and/or Federal Government. Exemption certificates certified upon request. State Sales Tax Exemption Certificate No. **85-8012621559C-4** appears on each purchase order.

18. FAILURE TO BID:

If you do not bid, return "Statement of No Bid Form" and state reason. Otherwise, **YOUR NAME "MAY" BE REMOVED FROM OUR MAILING LIST.**

19. EXCEPTIONS TO CONDITIONS:

Any time Bid Specifications differ from the General Conditions, Bid Specifications and Special Provisions will prevail.

20. RENEWAL:

The City Manager may renew the contract, at the same terms, conditions, and prices, **TWO (2)** consecutive term(s) of **ONE (1)** year(s) subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

21. ANTI-COLLUSION:

- A. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
- B. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

22. CONFLICT OF INTEREST:

- A. Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or
- B. The award is subject to provisions of State Statutes and City Ordinances. 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 owns, directly or indirectly, an interest of ten percent (10) or more in the bidder's firm or any of its' branches.

23. NON-DISCRIMINATION:

The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.

24. DISCRIMINATION:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

25. BID PROTEST:

The time limit for filing a protest is **five (5) calendar days** from the date bid results become public information. A protest will only be considered to have merit if it can be proven that an action or lack of action, by the City gave a bidder an unfair competitive advantage.

In order to be considered, protest concerning the bid, BID or RFQ solicitation or award must be filed in writing with the Purchasing Officer and may only be filed by the bidders who may be aggrieved the solicitation or award.

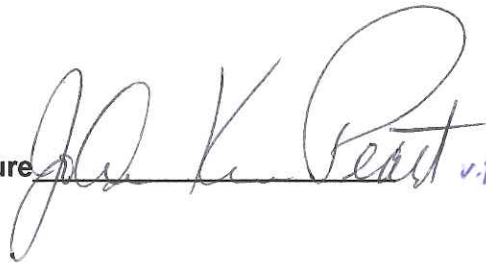
Protest shall be addressed to:
City of Delray Beach
Purchasing Manager
100 NW 1st Avenue
Delray Beach, FL 33444

INDEMNITY/HOLD HARMLESS AGREEMENT

Contractor shall, in addition to any other obligation to indemnify the City of Delray Beach Florida and to the fullest extent permitted by law, indemnify and hold harmless the City of Delray Beach, its officials, and employees, from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there-from, or any other damage or loss caused by any negligent act, error or omission, recklessness, or intentionally wrongful conduct of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them. The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under any contract or agreement or under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, appellate, bankruptcy or defense counsel fees incurred by the City of Delray Beach to enforce this Indemnification clause shall be borne by the Contractor. The obligations contained in this Indemnification Clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse or suspension of this agreement.

Contractor's Name UNIVERSAL BEACH
SERVICE CORP.

Signature

 v.p

CONE OF SILENCE

Bidders are advised that a bidder or anyone representing the bidder cannot communicate with any City Commissioner, or any City employee, other than the City employees located in the Purchasing Department, regarding its bid, i.e., a "Cone of Silence". The "Cone of Silence" is in effect from the date/time that the bid is placed on "Demandstar" by the City. The "Cone of Silence" will terminate upon the bid opening.

However, bidders may communicate with City employees who are present at the mandatory pre-bid meeting during the actual pre-bid meeting. Once the pre-bid meeting is over, bidders may only communicate with employees of the Purchasing Division.

Contractor's Name UNIVERSAL BEACH
SERVICE CORP.

Signature

Joe Ku Pearl V.P.

INSURANCE REQUIREMENTS

A. GENERAL

During the term of the contract with the City, the contractor shall procure and maintain insurance of the types and to the limits specified in paragraphs (1) to (4) inclusive below.

B. COVERAGE

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. Worker's Compensation - Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal Laws. In addition, the policy must include Employer's Liability with a limit of \$100,000 each accident.
2. Comprehensive General Liability - Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy filed by the Insurance Services Office and must include:
 - a) Minimum limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b) Premises and/or Operations.
 - c) Independent Contractors.
 - d) Products and/or Completed Operations.
 - e) No exclusion for Underground, Explosion or Collapse hazards.
3. Business Auto Policy - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:
 - a) Minimum Limits of \$300,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b) Owned Vehicles.
 - c) Hired and Non-Owned Vehicles.
 - d) Employer Non-Ownership.
4. Certificate of Insurance - Certificates of all insurance evidencing the insurance coverage specified in the previous Insurance Administrator prior to commencement of work. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this bid and section and the above paragraphs in accordance with which such insurance is being furnished, and shall state that such insurance is required by such paragraphs of this contract. The successful bidder will include the City of Delray Beach as additional insured. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration. Also, under the Cancellation section of the Insurance Certification the words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" shall be crossed out as indicated on the attached "**Sample of Insurance Certificate**".

ACORD CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY)	
PRODUCER Good Insurance, Inc. P.O. Box A-1 Best City, USA 00000				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Willing Workers Assoc. ABC Drive Anytown, USA 00001				INSURERS AFFORDING COVERAGE		NAIC #	
				INSURER A:			
				INSURER B:			
				INSURER C:			
				INSURER D:			
				INSURER E:			
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		☒ GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	GLP077604	01/01/10	01/01/11	EACH OCCURRENCE \$ 500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMPO/OP AGG \$	
A		☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	ALP077606	01/01/10	01/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 300,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
		☐ GARAGE LIABILITY ☐ ANY AUTO	Sample			AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$	
		☐ EXCESS UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE \$ ☐ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WLP077606	03/01/10	03/01/11	WC STATU- TORY LIMITS ☐ OTHER ☐ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS THIS INSURANCE APPLICABLE TO (state project) *CITY OF DELRAY BEACH IS ADDITIONAL INSURED - see attached endorsement.							
CERTIFICATE HOLDER CITY OF DELRAY BEACH 100 NW 1st AVENUE DELRAY BEACH, FL 33444				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE			

ACORD 25 (2001/08)

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**STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONTRACTOR**

THIS AGREEMENT made this 28th day of January, 2013, by and between the **CITY OF DELRAY BEACH** (hereinafter called **CITY**) and Universal Beach Service Corp. (hereinafter called **CONTRACTOR**).

WITNESSETH:

The **CITY** and the **CONTRACTOR** in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. The undersigned **CONTRACTOR** hereby represents that he has carefully examined all Contract documents, and will perform the contractual requirements pursuant to all covenants and conditions.

2. The **CONTRACTOR**, as evidenced by the execution of this contract, acknowledges that it has examined the physical characteristics of the job requirements. The **CONTRACTOR** further acknowledges that the bid price includes all costs and expenses required for the satisfactory completion of the contracts requirements.

3. The contract between the **CITY** and the **CONTRACTOR** include the following documents which are attached hereto and incorporated herein by reference of the following:

CONTRACT DOCUMENTS

PAGE NUMBERS

Invitation to Bid	1
General Conditions, Instructions and Information	2 - 5
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List of Vendor Equipment	29
Bid Signature Form	30
Check List	31
Statement of No Bid	32

Addenda numbers _____ to _____, inclusive, and any modifications, including Change Orders, duly delivered after execution of this Agreement.

4. The term of this contract shall commence on the date indicated on the Notice to Proceed.

5. This agreement shall be governed by the laws of the State of Florida as Now and hereafter in force. The venue for actions arising out of this agreement shall be Palm Beach County, Florida.

6. All notices, requests, demands, and other given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

As to City: City of Delray Beach, FL
100 NW 1st Avenue
Delray Beach, FL 33444

As to CONTRACTOR:

Universal Beach Service Corp
107 N.W. 9th St
Delray Bch, FL 33444

7. The **CONTRACTOR** shall not, without prior written consent of the **CITY**, assign any portion of its interest under this contract and, specifically, the **CONTRACTOR** shall not assign any moneys due or to become due without the prior written consent of the **CITY**.

8. The **CITY** and the **CONTRACTOR** each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

9. In consideration of ten dollars (\$10.00) and other valuable consideration, the **CONTRACTOR** shall defend, indemnify and save harmless the **CITY**, its officers, agents

and employees, from or on account of any liabilities, damages, losses and costs received or sustained by any person or persons by or in consequence of any negligence (excluding the sole negligence of the **CITY**), recklessness or intentional wrongful misconduct of the **CONTRACTOR** and any persons employed or utilized by the **CONTRACTOR** in the performance of this Project. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct includes, but is not limited to, use of any improper materials or liabilities, damages, losses or costs caused by or on account of the use of any improper materials. **CONTRACTOR** agrees that negligent, reckless or intentional wrongful misconduct also includes but is not limited to the violation of any Federal, State, County or City laws, by-laws, ordinances or regulations by the **CONTRACTOR**, his subcontractors, agents, servants or employees. **CONTRACTOR** further agrees to defend, indemnify and save harmless the **CITY** from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the **CITY** on account of any claims, fees, royalties, or costs for any invention or patent, and from any and all suits and actions that may be brought against the **CITY** for the infringement of any and all patents or patent rights claimed by any person, firm, or corporation.

The indemnification provided above shall obligate the **CONTRACTOR** to defend at his own expense or to provide for such defense, at the **CITY'S** option, any and all claims or liability and all suits and actions of every name and description that may be brought against the **CITY** which may result from the operations and activities under this Contract whether the construction operations be performed by the **CONTRACTOR**, his subcontractor or by anyone directly or indirectly employed by either. This indemnification includes all costs and fees including attorney's fees and costs at trial and appellate levels.

The **CITY** will pay to the **CONTRACTOR** the specific consideration of ten dollars and other good and valuable consideration as specific consideration for the indemnification

provided herein. Furthermore, the **CONTRACTOR** acknowledges that the bid price includes said consideration for the indemnification provision.

10. This Agreement shall be considered null and void unless signed by both the **CONTRACTOR** and the **CITY**.

11. The contract documents constitute the entire agreement between the **CITY** and the **CONTRACTOR** and may only be altered, amended or repealed by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the
day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA



City Clerk

By:


Thomas F. Coney, Jr., Mayor

Approved as to form:



City Attorney

WITNESS:

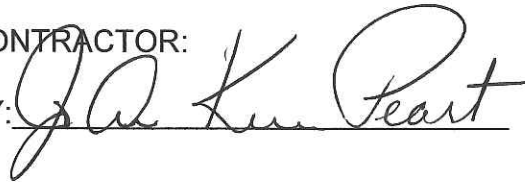


EDWARD A. ZURAW JR.

(Print or type name and title)

CONTRACTOR:

BY:



JoAnn Kern Peart Vice Pres.

(Print or type name and title)

(SEAL)

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA

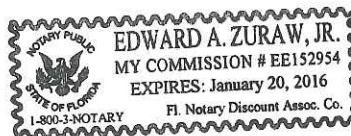
COUNTY of PALM BEACH

The foregoing instrument was acknowledged before me this 17 day of JANUARY, 20 13, by JOANN K PRATT (name of officer or agent, title of officer or agent), of UNIVERSAL BEACH SERVICE CORP (state or place of incorporation) corporation, on behalf of the corporation.

He/She is (personally known to me) (or has produced identification) and has used his/her N/A (type of identification) as identification.

Edward A. Zuraw Jr.
Signature of Person Taking
Acknowledgment

EDWARD A. ZURAW JR.
Name of Acknowledger Typed,
Printed or Stamped



CERTIFICATE

(If Corporation)

STATE OF FLORIDA)
) SS
COUNTY OF PAUM BEACH)
_____)

I HEREBY CERTIFY that a meeting of the Board of Directors of UNIVERSAL
BEACH SERVICE CORP., a corporation under the laws of the State of

FLORIDA held on OCTOBER 16, 2012, the following resolution
was duly passed and adopted:

"RESOLVED", that JOANN KEAN PEART, as VICE
President of the corporation, he/she is hereby authorized to execute the Agreement
dated _____, 20__, between the City of Delray Beach, Florida and this
corporation, and that his execution thereof, attested by the Secretary of the Corporation and
with corporate seal affixed, shall be the official act and deed of this corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official
seal of the corporation this 16 day of OCTOBER, 2012


(Secretary)

(Seal)

CITY OF DELRAY BEACH

SPECIFICATIONS

Beach Cleaning, Maintenance and Beautification Services Annual Contract BID # 2013-12

A. GENERAL CONDITIONS:

- 1) **Locations** of the beach for the City of Delray Beach are as follows:

Delray Beach Municipal Beach – approximately 1.25 miles and located approximately between George Bush Boulevard and Casuarina Road on east side of A.1.A.

Atlantic Dunes Park Beach – approximately .25 miles located just north of Linton Boulevard on the east side of A.1.A.

- 2) **Required Services:**

The required services to be performed by the Contractor shall be to clean and maintain the entire length and width of the beach during the term of the Agreement on a basis of five (5) days per week, with overlapping stretches of beach being cleaned and maintained each day. More specifically, the Contractor shall be required to perform the following:

- A. Debris, Trash Removal and Recycling - The Contractor agrees to remove all trash, debris, and recycling that is deposited by ocean, wind or patron usage. The Contractor shall empty and maintain the refuse and recycling containers (refuse shall mean garbage and trash; recycling shall mean bottles, cans and glass) on the beach a minimum of 5 days per week, including Sundays. The remaining 4 days shall be adjusted so that no large accumulations are left unattended.
- B. Deposits - The Contractor shall remove and dispose of all trash and debris by transporting all to the County's existing transfer station. The contractor agrees that it shall properly dispose of the collected refuse and shall pay any and all disposal fees associated therewith. Contents of the recycling containers shall be deposited in a collection bin located at an area determined by the City.
- C. Special Events and Holidays - On July 5th, every year, the entire beach will be cleared of debris by 10:00 a.m. as a result of the July 4th activities. Same will apply to similar major holidays and special events, with prior notice given to contractor.
- D. Seagrass Raking - Seagrass is to be raked five (5) times per week on the entire beach. In the event of extraordinary amounts of seagrass, City may determine it needs to be done daily. Seagrass may be buried for dune reconstruction when suitably clean; devoid of debris, litter, tar, etc. When seagrass is combined with items not suitable for reconstruction, it shall be removed from the beach and transported to County landfill.
- E. Storm Conditions and Beach Restoration Project Debris Removal
- F. Hazards Management – The Contractor shall have unique equipment available to lift and remove from the beach foreign material up to 1,500 pounds, to grade areas of beach and move fill from place to place in order to attempt to correct hazardous conditions that may develop from time to time. The Contractor agrees to provide such hazard management services as the City shall reasonably request with such services, by way of example, including the removal of broken glass, the shoring of eroded and deteriorated walkways by moving fill into place around them, grading storm cut escarpments, removing threatening debris and removing or recovering stairways and

rip-rap which were covered by sand pumping and became exposed by erosion. The Contractor agrees to be available for the performing of such services on an emergency basis and shall respond to the request by the City for the correction of such hazardous conditions as promptly as reasonably possible. It being understood by the parties, however, that in the event the City shall recognize minor hazards such as broken glass bottles or debris of a nature that can be removed by hand or either the lifeguards or other reasonably available personnel of the City, that such removal will be accomplished in that manner by the City immediately upon recognition of the hazard.

- G. Erosion Control: The Contractor shall possess certain equipment capable of providing limited beach repair and erosion control measure. The City is from time to time in need of certain measures for erosion control and beach repair and, accordingly, the Contractor agrees to provide the following services to the extent of the reasonable capability of the Contractor's equipment:

- 1) Backfilling of washouts, particularly at the foot of eroded stairs and/or entrance ways,
- 2) Grading of excessive sand deposits,
- 3) Grading of escarpments to a more easily navigated slope,
- 4) Adding sand to and grading around lifeguard stands.

The Contractor's services as to erosion control and beach repair as provided herein are intended to promote vitality to the dune vegetation, to sustain the contour of the beach better against further wave action and to maximize the useable sandy portion of the beach for recreational enjoyment and coastal preservation in general. These measures are taken by the Contractor in attempt to effectively control, limit or eliminate sand erosion problems on a day to day basis.

- H. Landscaping: The Contractor will provide services for the maintenance of the foredune vegetation areas which will include the deposit of seaweed mulch in and around the foredune vegetation at the direction of the City and the careful hand raking of the foredune vegetation area in the event debris is deposited by storms from the ocean into that area.

The Contractor shall be required to remove any equipment off the beach at the City's request that is in danger of being lost or destroyed by hurricanes, erosion, storm surges, etc.

- I. Tilling: The entire beach will be filled twice a year, once during the month of November and once in February. The beach will be tilled to a depth of 36 inches from just east of the dune line to the mean high water line.

3) Term:

This Contract shall commence on the first day upon notice to proceed for a term of three (3) years and shall be renewed for additional terms of two (2) consecutive terms of one (1) year each for the same terms and conditions herein unless terminated by either party in writing at least ninety (90) days prior to the expiration of each such term.

4) Access:

The City agrees to provide the Contractor with free access to the City's beach property and not to interfere with the performance of the service herein Contracted for, provided, however, that the City may reasonably restrict the Contractor's access to the beach for safety reasons or emergencies. Notwithstanding any other provisions of the Agreement to the contrary, the City hereby reserves the right to restrict the Contractor's raking operations on portions of the beach to comply with turtle protection ordinance and law requirements as they may be imposed from time to time during the term of the Agreement.

5) **Storage of Equipment and List of Current Equipment:**

The Contractor agrees to provide its own storage for its equipment. No equipment will be stored on the beach, City property, or City rights-of-way without the City's express advance consent.

6) **Hours of Service:**

The Contractor may begin work at 5:30 A.M. and work until 10:30 A.M. on each work day with the exception of turtle nesting season during which the City may require the Contractor to alter the schedule to follow the activities of the turtle monitors. If in the case of an extremely heavy accumulation of debris and the Contractor finds it necessary to work past 10:30 A.M. or begin earlier than 5:30 A.M. approval must be obtained from the Director of Parks and Recreation. Severe weather conditions, acts of God, and matters beyond the Contractor's reasonable control (such as Jack of access to the barrier island due to bridge failures, etc.) are acceptable reasons for the Contractor failing to provide cleaning services on a scheduled day. For each day that the Contractor shall fail to provide service without an acceptable reason there shall be a deduction in the compensation due the Contractor in the amount of 1/25th of the Contractor's monthly payment. Services shall be rendered by the Contractor on all holidays that fall on a regular scheduled work day other than December 25th.

7) **Inquiries:**

The contractor will supply an e-mail address that is checked on a daily basis for the purpose of responding to complaints, concerns or inquiries made by the City of Delray Beach. The Contractor will provide timely responses to these inquiries.

8) **Licenses:**

The Contractor agrees to maintain all necessary licenses and permits required for the Contractor to provide the service required herein and the City shall carry all permits required of it as the "Owner" to have the beach maintained.

- 9) **Disposal Costs:** The Contractor agrees to provide disposal services at its expense for all debris, seagrasses, and trash removed from the beach; however, in that the Contractor's disposal costs through the Solid Waste Authority sites are not within the Contractor's control, the City agrees to pay to the Contractor any increase in the disposal tipping fees or dump charges incurred by the Contractor in disposing the City's debris, seagrasses, and trash removed from the bench in excess of the amount incurred during the first year of the term of its Agreement. Likewise, in the event of a decrease in the tipping fee or disposal charges, the like amount shall be refunded to the City. The City shall have the right to review and audit all records kept by the Contractor with respect to such costs.

10) **Venue:**

Any and all suits or causes of action brought under terms of this contract shall be brought in the courts of Palm Beach County, Florida.

11) **Liability Insurance:**

The Contractor, during the term of this Agreement, agrees to at all times maintain public liability insurance relative to its business operations with limits of not less than \$1,000,000 per accident combined single limit. The Contractor further agrees to indemnify, save and hold the City harmless from any and all damages to third parties resulting from the Contractor's performance of the service hereunder. In addition, the Contractor agrees to add the City as additional insured under said insurance policy. The above referred to liability insurance shall contain a provision requiring that notice be given to the City thirty (30) days prior to any cancellation. The Contractor, during the term of this Agreement, agrees to at all times maintain Motor Vehicle Liability Insurance covering death or bodily injury with limits of not less than \$100,000/\$300,000 for any one accident or disaster.

12) **Workers Compensation:**

The Contractor shall provide workers compensation insurance and show proof of this fact to the City.

13) **Representative of City:**

The City hereby agrees to designate the City Manager as its representative for purposes of the administration of this Contract provided, however, that the City Manager may designate the Parks and Recreation Director to administer such of the City's responsibilities of this Contract.

14) **Contractor's Liability for Damage:**

The Contractor agrees to indemnify, save and hold the City harmless for any and all damage caused to the City's property due to the actions of the Contractor; provided, however, that the City shall be obligated to notify the Contractor of all buried objects known to the City and locate them for the Contractor in order to allow the Contractor to reasonably avoid such objects. The parties hereby stipulate and agree that the existing communication system between the lifeguard stands on the public beach are not adequately buried to assure that they will not be damaged from time to time by the Contractor's equipment and, accordingly, the City assumes all responsibilities therefor.

15) **Termination:**

This Agreement may be terminated by the City upon the occurrence of any of the following:

- A. The filing for bankruptcy by the Contractors;
- B. The Contractor failure to perform its duties required pursuant to this Contract upon a determination by the City Commission; provided, however, that the Contractor shall be entitled to judicial review of such decision.

16) **Assignability:**

This Agreement may not be assigned or transferred without the express prior written approval of the City.

QUESTIONNAIRE

BID No. 2013-12

Each bidder is required to answer the following questions and to supply the following information and submit with their bid. All questions must be answered fully. Failure to fully and completely respond to all questions may result in rejection of the bid. A response of "not applicable" will not be considered a full or complete response.

1	Years of Experience: - List the number of years your company has been involved in contracting for public or private beach cleaning services: _____ (Years) - List your number of employees and their years of experience in beach cleaning services: _____ (# Employees) _____ (Years) - List your association with your company, and how long it has been owned by the present owner: _____ - Detail how your personnel will be utilized in this project. _____ <u>SEE ATTACHED</u> _____ _____ _____
2	What type of beach cleaning equipment do you utilize, including year, make and size of trucks/tractors, trailers, etc. and specific tasks of each vehicle. Indicate whether you own or lease the equipment: _____ _____ _____ _____
3	Explain how you will transport recycling material to the designated collection area and how you will prevent it from being contaminated by non-recycling or regular trash. _____ _____ _____ _____ _____
4	

	Provide the address where your equipment is stored and how many years at that address: _____ _____ _____ _____
5	Explain your experience in hazard management (equipment, escarpments, debris, etc.): _____ _____ _____ _____ _____
6	Explain your experience in erosion control and beach repair and equipment you use: _____ _____ _____ _____ _____
7	Explain the steps you would take in regard to sea turtle nesting activities: _____ _____ _____ _____ _____
8	What experience do you have regarding environmental issue (i.e. turtle nesting, seagrass disposal)? _____ _____ _____ _____

9	Have you ever used any other name for your company than the one you have listed at this time? If so, please list the names and time period that you used them: _____ _____ _____ _____
10	List all of the pending or outstanding lawsuits, judgments, arbitrations or any other action in which a claim has risen against your company or any of its officers, partners, or owners: _____ _____ _____ _____ _____
11	Specify any subcontractors you use. What are the qualifications of subcontractors? _____ _____ _____ _____ _____
12	Specify the licenses your company currently holds: _____ _____ _____
13	Specify all permits and approvals you possess to comply with Federal, state and local laws: _____ _____ _____

14	List all your past and current contracts for the past five (5) years for beach cleaning, both public and private. Specifically, list locations, the owner's name, address and telephone number, the money value of the work, and a brief description of each project: _____ _____ _____ _____ _____ _____ _____ _____ _____ _____
15	Has your business ever filed for bankruptcy? If so, please explain: _____ _____ _____ _____ _____
16	Submit a complete financial statement, completed and certified under oath by an appropriate owner or corporate officer (or, if available, with an audit report by an independent CPA, if already prepared), or the most recent two (2) years of the business tax returns. _____ _____ _____ _____ _____

B. EVALUATION:

Evaluation of proposals received will be conducted by a committee of City Staff who shall evaluate all responsive applications received from applicants meeting or exceeding the contract specifications based upon the information and references contained in the applications. The committee shall also consider the inspection of the applicant's facilities; equipment, record keeping and employees. The committee will then make recommendations to the City Manager in the form of a list of proposed beach cleaning applicants. The City Manager shall then turn over his/her recommendations to the City Commission.

The City Commission reserves the right, based upon its deliberations and its opinion, to award the contract agreement to any contractor. In the City Commission sole option, will be the best interest of the City.

Evaluation method – proposals will be evaluated in accordance with the criteria listed below:

- a) Proposed yearly cost to the City of Delray Beach
- b) Experience, qualifications, and past performance of the Contractor, owners and officers, and persons who will be directly involved managing the service as described in this Request for Proposal Package.
- c) Equipment

C. PUBLIC ENTITY CRIMES INFORMATION STATEMENT:

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

- D. PERFORMANCE PROBATION PERIOD:** The successful awardee will immediately enter into a sixty (60) day probationary period upon contract award. During this time the awardees' performance will be closely scrutinized by City staff. If the awardees' performance fails to consistently meet the standards specified within the bid, his contract will be promptly cancelled. If his performance is acceptable, then he will be also notified and the contract will extend through the expiration date given in this bid. The City has the right to terminate the contract during the probationary period with or without cause, and this right shall be solely at the discretion of the City.

Bidders Qualifications

1. Years of Experience

Universal has been in the beach cleaning maintenance – beautification business since 1973, incorporated since 1976. Number of employees 5, with experience ranging from one year to 39 years. JoAnn Peart, who is the vice-president, co-founded the company in 1973. Clayton Peart has been managing the company and operations since 2002. Each personnel is qualified to operate any of the fleet of tractors, trucks and trailers listed below as well as being coached and experience in the beach cleaning activities that place on the beach.

2. Equipment

The equipment utilized is owned by Universal. Four (2001-2007) New Holland 100 HP. Versatile tractors each equipped with a Universal rake and a 2 ½ cu. Yd. bucket for handling debris. Three transport trailers. Five (2001-2008) Ford Dump Trucks the aluminum dump beds (3 are 14 cu. Yds, 1 is 10 cu. Yd. & 1 is 6 cu. Yrds.) One (2008) Bobcat Toolcat with custom large capacity bucket and custom beach rake.

3. Recycling

Recycling materials will be put in clear bags then placed in a separate section of vehicle to be taken to designated collection area.

4. Address of Equipment Storage

325 N.E. 3rd Alley, Delray Beach, Since 1992

5. Hazard Management

Universal's equipment and expertise has handled, solved and corrected many various hazardous condition over the years. Universal is capable of and routinely adjusts escarpments and particularly those 5-7 feet tall that always form in the years following a renourishment project. The Florida Department of Environmental protection has called upon Universal to correct probably 20+ various conditions, emergencies, etc. over the past 12 years because they are familiar with Universal's unique capabilities in this regard.

6. Erosion Control and Beach Repair

Universal's experience in erosion control and beach repair goes way beyond what any other company can provide.

In 2012, we restructured and restored two beaches using natural resources for the City of Marathon in Monroe County.

In 2010 - 2011, Universal added and spread 9,437 cubic yards of sand to two beaches in the city of Marathon. See enclosed letter, which details the project.

In 2010 - 2011, we added sand on three separate occasions to The Breakers hotel in Palm Beach to restore access and repair erosion due to severe weather.

In 2005-2006, Universal restored completely two hurricane damaged beaches for the City of Marathon. After restructuring the beach's profiles, 5200 cubic yards of new beach sand was spread throughout.

In 2004, we did another project in Highland Beach with 3000 cubic yards of compatible beach sand to restore a 1500 foot eroded section there.

In 2003, we built a dune system in Boca Raton, transporting 2500 cubic yards of sand to the site and forming up a dune berm.

The equipment listed above was especially purchased to handle erosion problems in addition to their beach cleaning capabilities.

7. Turtle Nesting

Throughout Turtle Nesting Season Universal and its staff is trained and experienced in following the state guidelines for turtle protection which primarily requires no mechanical raking within a 10 foot radius around the nest area.

8. Environment

Universal's owner-president initially became involved in the environmental aspect of beach maintenance as a licensed permit holder issue by the Florida Department of Environmental Protection (then called the Bureau of Beaches and Shores) to monitor the turtle nesting activity in the city of Delray Beach during the summer of 1973 for the first beach renourishment. A second permit was issued again in 1978 and extended into 1979 for the second renourishment project here in Delray Beach. These experiences provided Universal with the insight required to understand turtle nesting activities. Additionally, Universal currently sponsors and provides the need for the licensed permit holder within the Towns of Gulfstream and Ocean Ridge. Universal has the capability to rake up, pick up, haul and dispose of any seaweed coming ashore that is contaminated or inextricably combined with pollutant of some sort.

9. No.

10. None.

11. None Required.

12. Palm Beach County Occupational
City of Delray Beach Occupational

13. F.D.E.P. Permit for Mechanical Beach Cleaning

14. a) The Village of Key Biscayne
Tony Brown, Public Works Director
88 W. McIntyre Street
Key Biscayne, FL 33419
(786) 255-6765

b) The City of Marathon
Debbie London, Community Services Coordinator
10045-55 Overseas Highway
Marathon, FL 33050
(305) 289-4103

c) The Breakers Palm Beach
Carmen Carbone, Director of Recreation
One South County Road
Palm Beach, FL 33480
(561) 301 8193

d) The Boca Raton Resort
Mr. Steve Gregware
501 E. Camino Real, P.O. Box 5025
Boca Raton, FL 33431
(561) 447-3017

e) Approximately 140 private condominiums, beach clubs, private homes, etc. locally

15. No.

16. See Enclosed.

SCHEDULE OF PRICING

**Beach Cleaning, Maintenance and Beautification Services
Annual Contract
BID # 2013-12**

UNIVERSAL BEACH SERVICE CORP.

(NAME OF CONTRACTOR)

PROPOSES TO PROVIDE THE SERVICES AS

DESCRIBED IN THE DETAILED SPECIFICATIONS OF THIS REQUEST FOR PROPOSAL 2013-12 FOR THE FOLLOWING PRICE:

\$ 7,908⁰⁰ X 12 MONTHS = \$ 94,896⁰⁰
(MONTHLY COST)

\$ 94,896⁰⁰
(TOTAL YEARLY COST)

COMMENTS:

Vendor Name: UNIVERSAL BEACH SERVICE CORP.

Proposers may be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the City may require, the right to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

ADDITION/DELETION OF ITEMS: The City of Delray Beach reserves the right to add or delete any item(s) from this bid or resulting contract when deemed to be in the best interest of the City. The awarded vendor will be requested to submit a quote on any new areas to be added to the contract.

DRUG FREE WORKPLACE CERTIFICATION

Beach Cleaning, Maintenance and Beautification Services Annual Contract BID # 2013-12

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

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

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

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

Contractor's Name

UNIVERSAL BEACH
SERVICE CORP.

Signature

 VP

WORK REFERENCES

Bid 2013-12

Beach Cleaning, Maintenance and Beautification Services Annual Contract

*Please complete this page or attach your reference page to this sheet.

Agency/Company	
Address	SEE ATTACHED
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Agency/Company	
Address	
City, State, Zip	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

Contractors Name: _____

- a) The Village of Key Biscayne
Tony Brown, Public Works Director
88 W. McIntyre Street
Key Biscayne, FL 33419
(786) 255-6765
- b) The City of Marathon
Debbie London, Community Services Coordinator
10045-55 Overseas Highway
Marathon, FL 33050
(305) 289-4103
- c) The Breakers Palm Beach
Carmen Carbone, Director of Recreation
One South County Road
Palm Beach, FL 33480
(561) 301 8193
- d) The Boca Raton Resort
Mr. Steve Gregware
501 E. Camino Real, P.O. Box 5025
Boca Raton, FL 33431
(561) 447-3017

THE BREAKERS®

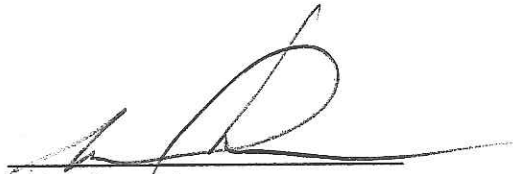
PALM BEACH

TO WHOM IT MAY CONCERN

John and JoAnn Peart of Universal Beach Services Corp have been providing beach cleaning services to the Breakers Hotel for the past 13 years. We depend on this service to be efficient reliable and invisible to our clients and this company certainly lives up to our expectations.

In addition to quiet quality work on our beach they also share our concern for the environment and protection of coastal sea life.

We highly recommend this company's services.



Richard Hawkins
Director of Materials Management
December 23, 2010
561-653-6638



CITY OF MARATHON, FLORIDA

9805 Overseas Highway, Marathon, Florida 33050

Phone: (305) 743-0033 Fax: (305) 743-3667

March 17, 2011

John Peart
Universal Beach Services
107 N.W. 9th Street
Delray Beach, Florida 33444

RE: Beach Dune Restoration Project for City of Marathon
Bureau of Beaches permits MO-37 & MO-38

Dear Mr. Peart. *John*

It is with pleasure I send this letter to you for the knowledgeable and professional project you completed for the City of Marathon at Sombrero Beach and CocoPlum Beaches.

The projects were time sensitive, highly regulated and had to be accomplished to accommodate the public. You met all these requirements effortlessly.

Sombrero Beach has been restored to an even wave resistant gradual rise again with the dune height restored. It is very evident a craftsman has been at work placing the 4,993 cubic yards of Ortona sand specified by Bureau of Beaches. The sand was phenomenal for the beach and your coordination with the sand deliveries was right on target.

CocoPlum Beach received 4,444 cubic yards of Ortona sand specified by Bureau of Beaches. A much wider expanse of beach allowed the dune restoration to migrate landward to counter adverse effects. The project with its wave resistant profile has certainly improved the storm resistance and stability of the shoreline.

I would be pleased, at any time in the future, to be used as a reference for your excellent abilities. Of all the contactors I have dealt with in my ten years with the City of Marathon, you stand out as a true professional in your field.

Sincerely,

Susie Thomas
Susie Thomas, Director
Community Services Department

LIST OF EQUIPMENT

Bid 2013-12

Beach Cleaning, Maintenance and Beautification Services Annual Contract

EQUIPMENT DESCRIPTION

In preparing the tabulation below, the Bidder shall insert the following information under the appropriate heading, using a separate line for each major item and an additional page, if necessary.

- a) ITEM: Description of equipment.
- b) USE: Description of what the equipment will be used for in the project.
- c) MANUFACTURER: Manufacturer of equipment and model number.
- d) AGE AND CONDITION: Original model year of equipment – if equipment has been rebuilt, year of last overhaul.
- e) OWNER: Owner of equipment

ITEM	USE	MANUFACTURER	AGE AND CONDITION	OWNER
	SEE ATTACHED			
	* ALL EQUIPMENT OWNED BY COMPANY			
	* ALL EQUIPMENT IN GOOD TO EXCELLENT CONDITION			
CUSTOM TILLER	TILLING	UNIVERSAL	8 yrs / GOOD	COMPANY
CUSTOM RAKES (5)	RAKING	UNIVERSAL	10 yrs / GOOD	COMPANY
CUSTOM FORK EXTENSIONS (3)	PICKING UP DEBRIS + SEAWED	UNIVERSAL	10 yrs / GOOD	COMPANY

*Attach additional pages if needed

**COMMERCIAL INLAND MARINE
COVERAGE PART
SUPPLEMENTAL SCHEDULE**

FLORIDA FARM BUREAU GENERAL INSURANCE CO.
5700 S.W. 34th Street
P.O. Box 147030
Gainesville, Florida 32614-7030

Policy Number: CPP 9509298 18
Membership Number: 145679

County# 50-0 Agent# 26508

For PERILS COVERED see applicable form attached.

<u>ITEM NO.</u>	<u>LIMIT OF INSURANCE</u>	<u>DEDUCTIBLE</u>	<u>DESCRIPTION</u>
001	1,000	500	92 CUSTOM TRAILER 1YB271864N1B1T030 (IM-901)
002	800	500	LINCOLN WELDER 200 AMP U1951011060 (IM-901)
003	2,000	500	BELSCHE TRAILER (IM-901) 16JF02522X1032491
004	15,000	500	01 NEW HOLLAND TV140 TRACTOR D205728 (IM-901)
005	20,000	500	02 NEW HOLLAND TV140 TRACTOR RVS020017 (IM-901)
006	35,000	500	06 NEW HOLLAND TV145 RVS023755 (IM-901)
007	45,000	500	07 NEW HOLLAND TRACTOR TV-145 RV5023809 (IM-901)
008	8,000	500	08 XP185W1R INGERSOLL RAND COMPRESSOR (IM-901) 392696UJR821
009	25,000	500	08 BOBCAT TURBO TOOLCAT 5600 (IM-901) A0W111176
010	6,290	500	09 YAMAHA ATV YFM35FGIYG 5Y4AH23Y79A003213 (IM-901)

Page: 4 of 5

Florida Farm Bureau Casualty Insurance Company
 5700 S.W. 34th Street Gainesville, Florida 32608-5300



POLICY DECLARATION

ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN

Unit(s)	Year	Description	Serial Number	Stated Amount
015	2001	FORD F350	3FTSW31FX1MA68218	6,000
016	2002	FORD DUMP	3FDXW75J12MA28392	
017	2002	ANDERSON TRLR	4VNB25232C010970	
018	2004	FORD F750 DUMP	3FRXW75S14V651959	
019	2006	HUDSON TRAILER	10HHTD1C671000007	
020	2008	HUDSON HTD	10HHTD1C581000002	
021	2008	FORD F750	3FRXX75X88V079237	
022	2010	CARGO TRAILER	4FPFB0811AG143365	

Premiums-	WC	No WC	Med	Unins			Deductible	Total
Unit(s)	Liab	PIP	PIP	Pay	Mtrst	Comp	Coll	Premium
012	\$293	\$11						\$304
013	\$2799	\$48		\$18	\$125	\$94	\$213	\$3297
014	\$1433	\$27		\$12	\$125	\$112	\$301	\$2010
015	\$1757		\$84	\$18	\$125	\$132	\$377	\$2493
016	\$2799		\$84	\$18	\$125	\$123	\$439	\$3588
017	\$293	\$11		\$4		\$48	\$110	\$466
018	\$2799		\$84	\$18	\$125	\$123	\$439	\$3588
019	\$293	\$11		\$4		\$55	\$112	\$475
020	\$293	\$11		\$4		\$68	\$141	\$517
021	\$2799		\$84	\$18	\$125	\$156	\$458	\$3640
022	\$293		\$16	\$4		\$37	\$75	\$425

ITEM FOUR - SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

Liability Insurance - Rating Basis, Cost of Hire

State	Estimated Cost of Hire	Premium
FL	IF ANY	\$71

Total Premium \$71

Cost of Hire Means the Total Amount You Incur for the Hire of "Autos" You Do Not Own (Not Including "Autos" You Borrow or Rent from Your Partners or Employees or Their Family Members). Cost of Hire Does Not Include Charges for Services Performed by Motor Carriers of Property or Passengers.

ITEM FIVE - SCHEDULE FOR EMPLOYERS NON-OWNERSHIP LIABILITY

Covered Autos Borrowed From Your Employees or Members of Their Households

Rating Basis-Number of Employees	Estimated Number Of Employees	Liability Premium
	1	\$79

Unit	Loss Payee	Unit	Loss Payee
013	NEWCOURT FINANCIAL USA	014	FORD MOTOR CREDIT INSURANCE SERVICE CENTER
015	FORD MOTOR CREDIT INS SVC CTR	017	NEW HOLLAND CREDIT

*** continued on next page ***

**CITY OF DELRAY
BID SIGNATURE FORM**

**Beach Cleaning, Maintenance and Beautification Services
Annual Contract
BID # 2013-12**

PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL BE CAUSE FOR REJECTION OF YOUR PROPOSAL)

The undersigned bidder certifies that this bid package is submitted in accordance with the specification in its entirety and with full understanding of the conditions governing this bid.

UNIVERSAL BEACH SERVICE CORP.

*Name of Bidder (Firm Name as Registered with their State of origin)

Business Address:

107 NW 9th St.

Street Address (P.O. Box Address is not permitted)

DELRAY BEACH FL 33444

City, State, Zip

Mailing Address: ☒ Check if Same as Business Address above

Street Address

City, State, Zip

JoAnn Peart V.P.

Authorized Signature (Written)

JoAnn Peart Vice President

Print Name and Title of Person Signing this Form

October 16, 2012

Date

Telephone

/

Fax No.

Office 561 272-1400 FAX: 561 256 6709

Email Address of Authorized Signee: Joannpeart@comcast.net

VENDOR SERVICE REPRESENTATIVE FOR PLACEMENT OF ORDER

CONTACT NAME: _____

TELEPHONE: (_____) _____

EMAIL ADDRESS: _____

CITY OF DELRAY CHECK LIST

Beach Cleaning, Maintenance and Beautification Services Annual Contract BID # 2013-12

☒ YES	☐ NO	Check List Form
☒ YES	☐ NO	Bid Signature Form
☒ YES	☐ NO	Schedule of Pricing (check for accuracy)
☐ YES	☒ NO	Addenda Acknowledgement (if any)
☒ YES	☐ NO	Indemnity/Hold Harmless Agreement
☒ YES	☐ NO	Cone of Silence
☒ YES	☐ NO	Proof of Insurance (including Worker's Comp & Auto)
☒ YES	☐ NO	List of Equipment
☒ YES	☐ NO	Drug Free Workplace Certification
☒ YES	☐ NO	References
☐ YES	☒ NO	List of Vendor Equipment
☒ YES	☐ NO	Business License
☐ YES	☒ NO	Subcontractor Information
☐ YES	☒ NO	Statement of No Bid – (if not responding to this request)

Vendor Name: UNIVERSAL BEACH SERVICE CORP.

Thank you for your interest in the City of Delray Beach

CITY OF DELRAY STATEMENT OF NO BID

**Beach Cleaning, Maintenance and Beautification Services – Annual Contract
BID # 2013-12**

If you are not bidding on this service/commodity, please complete and return this form to: City of Delray Beach
Purchasing Department, 100 NW 1st Avenue, Delray Beach, Florida 33444.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Delray Beach.

VENDOR NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

Minority Owned Business: () Black () Hispanic () Woman () Other _____

We, the undersigned have declined to bid on Bid No. 2013-12 due to the following reason(s):

_____ Specifications too "tight", i.e., geared toward brand
or manufacturer only (explain below)

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

Remarks/Other:

SIGNATURE: _____ DATE _____