PROPOSAL# 14110-37843

December 16, 2016

Company: Town of Davie Tel: (954) 797-1150 Fax:

Attention: Kevin Montaldi

RE: Town of Davie - Pine Island Sports Complex Replacement (#3278) - Fiberglass Enclosed Irrigation Pump

Hoover Pumping Systems will furnish one Hoover model HCF-30PDV-460/3-MR2UG-Z 30 HP Single Centrifugal Variable Frequency Drive (VFD) Hooverflow Pump Station specifically designed for this project with the following features:

- Deliver an estimated 400 GPM @ 83 PSI at the station discharge at 10' Lift.
- 4 ft x 6 ft Hoover reinforced pump enclosure with:
 - Ultraviolet and chemical-resistant forest green fiberglass (Painted or Powder Coated Steel Not Acceptable)
 - Lockable corrosion-resistant stainless steel hardware
 - Ventilation for motors and controls
 - Hinged access cover with gas-filled support shocks
- UL listed self-diagnostic Hooverflow VFD control system specifically configured for this project includes:
 - Hooverflow controls to sequence pump start and retirement using mag flow sensing to operate pump(s) as close as possible to best efficiency point
 - An individual, dedicated VFD for each motor (Non-dedicated VFD Not Acceptable)
 - Consistent pressure control throughout design flow range
 - Environmentally sealed design to guard against dust, insects, and moisture (chassis/IP20 enclosure not acceptable)
 - User friendly web interface
 - Supervisory controls and monitoring with automatic alerts capability
 - Soft ramp-up and ramp-down
 - Current, phase and voltage protection
 - VFD fault protection
 - VFD forced air cooling
 - Individual Hand-Off-Auto selector
 - Loss of Prime protection
 - Motor O/L and thermal protection
 - Transient surge protection
 - Industrial UPS to guard electronics
- Hoover Flowguard® Internet-based water management system, remote operation, history, 24/7 email notifications of problems, flow and pressure graphs, water use reports and permit compliance, settable water and maintenance windows. Includes shut-off valve with local bypass for maintenance, one year communication plan, remotely controlled rain switch.
- Single 30HP Centrifugal Pump with flanged suction and discharge connections (threaded connections not acceptable). Includes Premium -efficiency, dust and water resistant, Totally Enclosed Fan Cooled (TEFC) motor (Open Drip Proof (ODP) motor not acceptable).
- 4" Corrosion-resistant discharge header includes:
 - Hot-dipped galvanized grooved pipe and fittings (Painted or Powder Coated Steel Pipe and Fittings Not
 - Bronze disk discharge maintenance isolation valve
- 4 ft x 6 ft Hot-dipped galvanized structural steel skid (painted steel not acceptable) placed on Customer's existing concrete pad
- Pressure tank assembly that saves energy and extends the service life of variable frequency drive, pump motor and irrigation system fittings. Hoover-designed, adequately sized pressure tank system reduces typical pump start frequency that occurs due to normally expected irrigation field leaks.



PROPOSAL# 14110-37843

December 16, 2016

Company: Town of Davie

Attention: Kevin Montaldi

Fax:

RE: Town of Davie - Pine Island Sports Complex Replacement (#3278) - Fiberglass Enclosed Irrigation Pump

Tel: (954) 797-1150

4" inch Corrosion-resistant pump station discharge line includes:

- Hot-dipped galvanized grooved pipe and fittings (Painted or Powder Coated Steel Pipe and Fittings Not Acceptable)
- Galvanized steel adapter below grade for irrigation main line tie-in by Customer
- Install up to 6 ft of 6 inch corrosion-resistant hot-dipped galvanized suction piping from pump station to wet well, install galvanized piping and cast iron swing check valve, 316 stainless steel screen assembly into wet well. Secure assembly with galvanized and stainless steel support assemblies and cover any exposed openings with corrosion resistant aluminum plate.
- Provide and install a new 3 phase 480 volt 60 amp fused disconnect; Intercept existing feeder in ground and run to new disconnect; Provide wiring from new disconnect to Hoover pump station control panel disconnect.
- Removal and offsite disposal of the existing pump station.
- First year maintenance per Hoover's standard maintenance agreement is included.

One service call to perform initial Startup and Calibration.

Pump Station - Lump Sum Price: \$36.611.74

Note: Concrete pad, additional suction footage, and permits are not included. Priming of pumps on customer installed suction lines not included. Backflow protection of water source not included. F.O.B. Broward County.

This proposal is valid for 60 days.

Schanbelin

Please call if pump performance or other features do not meet project criteria. Thank you for your consideration.

Sincerely.

HOOVER PUMPING SYSTEMS



12/16/2016

Re: RFP No. B-17-20 - Irrigation Pump Replacement at Pine Island Park/ Additional Content for Proposal

To Whom It May Concern:

In reference to section 2.6 from the RFP, please see the accompanying information below:

1) See paragraphs below.

2) The existing pump station is a Hoover and was installed in 2001 but has never been maintained by Hoover. See attached maps showing Hoover's coverage of the area.

3) The existing station design was for 576 gpm (and could do much more) but the main line is only 4" which will only allow 400 gpm through a looped system at the proper velocity. Thus, rather than building and having the town pay for capacity it can never use, we proposed to downsize the pump station's design from the original.

4) References:

Donnie Miles – Lee County Park and Recreation – 239-707-6523

Derrrick (Rick) Garby – Collier County Parks and Recreation – 239-325-7790

Ken Davis – City of Cape Coral – 239-560-2740

Tim Fleming – Cooper City Public Works – 954-444-3136

5) One year warranty - See Attached. Same day or next day response for service calls.

Hoover Pumping Systems offers specialized products and services which provide single source, comprehensive pump system solutions. Hoover Pumping Systems' products are not available through any distribution network; but only directly from our factory in Pompano Beach, Florida. The quote provided for this irrigation pump system is factory direct pricing.

Since 1984, the company has provided design assistance, single source factory direct manufacturing, field installation and repair service to the landscape irrigation industry. Hoover Pumping System's singular field capabilities and pump system features establish the Hoover solution as a one of a kind, sole source product.

- Structural Components constructed to withstand year-round Florida Heat and Humidity.
- Corrosion Resistant Hot dip galvanized steel skids, grooved pipe and fittings throughout. No welded or threaded fittings are used since they will corrode and deteriorate over time.
- Hoover manufactured pump enclosures are ultraviolet resistant, gel-coated, reinforced fiberglass. They are sturdy, durable and not subject to rust or corrosion.
- Hoover single and dual pump stations utilize only NEMA 4 VFDs. NEMA 4 rating requires protection from infiltration of humidity, dirt, dust insects and critters.
- Precise field pressure control at any varying field flow demand is achieved with Hoover designed Hoover Flow operation, which utilizes a Magnetic Flow Meter and separate PLC algorithm, and an individual VFD dedicated to each pump motor, including the jockey pump. Flow On and Flow Off provides accurate pump sequencing and precise pressure control. (FLOWGUARD STATIONS)
- The Hoover Flow design maintains pump operation at Best Efficiency (BE) at all times, increasing system life and lowering power operating cost. Every pump station operates consistently despite fluctuating incoming power, clogged intake screens and/or large variations of irrigation field flow demands.

- Hoover Factory Installation is Turn Key and performed by Hoover employed skilled installation technicians and operators. Hoover Suction Intake materials have 30 plus years service life.
- Hoover Factory Owned and Operated Service Centers: Located within 1-1/2hr drive of every pump station site in the state of Florida. Complete factory inventory in Hoover's Pompano Beach Florida manufacturing facility with additional inventory at each service center.
- Hoover service technicians are Hoover employees equipped with a full service Sprinter high top van (equipped as a workshop on wheels). Hoover Service team responds to customer calls within 1 hour. Hoover service technicians are dispatched within 48 hours for non-emergency repairs. Every Hoover Technician receives a minimum of 84 hours of formal and many more continual hours of On-the-Job technical training each year.
- Pump station repairs are completed 96% of the time on the first visit. Hoover Flowguard Help Desk and customer training Webinars are no cost, available upon request as part of ongoing maintenance program contract.

Sincerely.

Nathan Dreher

HOOVER PUMPING SYSTEMS

Hoover has over 8000 pump stations across the state and Caribbean.



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6207-4454 8239 3244
                             6436
                            8170
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HOOVER PUMPING SYSTEMS WARRANTY STATEMENT

Hoover Pumping Systems Corporation, hereinafter referred to as "HOOVER" warrants its new products to be free from defects in workmanship and material for a period of twelve (12) months from start up or eighteen (18) months from the date of delivery or BUYER'S requested delivery date, whichever occurs first. Extensions of this Warranty, if any, are defined in the BUYER'S purchase Contract. Replacement for any defective part(s) will be shipped upon receipt of the defective part(s).

At HOOVER's discretion, HOOVER shall repair, replace, or refund the prorated value of any parts it determines are defective, as long as:

- The system is operated within the design limits of the components and the system.
- The system is operated in accordance with the instructions in the system Operation and Maintenance Manual.
- The warranty claim is reported to HOOVER during the life of the warranty.
- Each instance of hardware failure is reported to HOOVER to obtain HOOVER's concurrence that a part should be repaired or replaced.

In addition:

- HOOVER reserves the right, at its discretion, to inspect parts in BUYER's hands or to have product returned. If parts are to be returned, BUYER is responsible for return shipping costs.
- 2. HOOVER will provide assistance to BUYER in trouble shooting reported failures. BUYER agrees to participate in conducting diagnostic trouble shooting with HOOVER'S assistance.
- 3. Any modifications made by BUYER and/or any other party during the warranty period will automatically void this warranty.
- 4. This warranty extends to original BUYER and subsequent owners as long as such ownership falls within the warranty period.
- 5. This warranty is in effect only if the pumping station occupies the site where the product was originally installed.
- 6. If HOOVER repairs or replaces a part, neither the warranty term of the part or system is extended.
- 7. This warranty does not cover damage under the following conditions:
 - Default of any agreement with HOOVER.
 - Improper installation.
 - Misuse and abuse, including but not limited to: Rapid Cycling, Restricted Intake, Continued operation above Design Flow, Continued use of Manual Reset to override reported fault condition alarms.
 - Failure to conduct routine maintenance as specified by HOOVER.
 - Failure to utilize settings recommended by HOOVER Flowguard ® help desk, including, but not limited to, water windows; and recommendations of HOOVER Service Technicians at or following startup.
 - Handling any liquid other than irrigation or potable water.
 - Damage due to electrolysis, erosion, or abrasion.
 - Presence of destructive gaseous or chemical solutions.
 - Power quality problems including but not limited to: over voltage, under voltage, surge, lightning, phase loss, and phase reversal.
 - Excessive temperatures. (In freezing climates, it is necessary to properly prepare the installed system in winter shutdown in order to minimize the potential for freeze damage.)
 - Vandalism, flooding, acts of war or terrorism, neglect or intentional acts of the owner, contractor or their agents, fire, lightning, wind, rain or any cause beyond HOOVER's control.
- 8. All technical advice, recommendations and services rendered by HOOVER are based on technical data which HOOVER believes to be reliable and is intended to be used by skilled persons, at their own discretion and risk. HOOVER assumes no responsibility for results obtained or damages incurred from their use of HOOVER for such advice in whole or in part. Such recommendations, technical advice or services are not to be taken as a license to operate under or intended to suggest infringement of any existing patent.
- 9. If HOOVER decides to dispatch a technician to the BUYER'S site to check or replace parts reported defective by the BUYER, and the technician determines that the failure is NOT due to a defect in HOOVER materials and/or workmanship, BUYER agrees in advance to pay HOOVER for the service call, which will be billed at HOOVER's prevailing rate.
- 10. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THE GOODS SOLD. THE FOREGOING CONSTITUTES HOOVER'S SOLE WARRANTY AND EXTENDS NO WARRANTIES BEYOND THE DESCRIPTION ON THE FACE HEREOF.



SECTION4.0 PRICE FORM

Item Description	Lump Sum Price			
1. Remove and Dispose* of Existing Pump	\$ Included \ (\$75000)			
2. Install New Irrigation Pump(s) and Controllers	\$ 36,611-74			
3. Building Permit Allowance	\$ 2,000			
TOTAL BID PRICE	\$ 38,611.74			
TOTAL BID PRICE IN WORDS Thinky eight thouse	and Six hundred exerten dollass And eventy four cent			
*Town will have the option to keep all or some of the exist	sting equipment.			
Authorized Signatory: Washam Jul	Authorized Signatory: Washan Jul			
Executed by: Nathan Dreher				
Title: Service Dept - Manager				
For (Company): Hower Runging Systems				
Address: 2801 N. Power line Rd. Rompono Geach, FC 33069				
Telephone Number: <u>954-971-7350</u> Fax Number: <u>954-582-0559</u>				
Email: NAthon D & Hoover pumping systems. Com				
The Bidder agrees to accept the Town of Davie's Visa procurement card for payment. Circle one: YES OR NO				

SECTION5.0 TOWN REQUIRED FORMS

NON-COLLUSIVE AFFIDAVIT
STATE OF Florida COUNTY OF Browned
Nathan Dreker / How Bring Systans being first duly sworn deposes and says that:
BIDDER is the (Owner, Partner, Officer, Representative or Agent)
BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
Such Bid is genuine and is not a collusive or sham Bid;
Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;
The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit. By
Subscribed and sworn to before me this day of
Notary Public State of Florida Andrea McDougall My Commission FF 041428 Expires 09/11/2017



TOWN OF DAVIE E-VERIFY FORM

	Bid No: B-17-20
LORIDA	Project Description: Isragation funp Replacement a Pine Island Park

Vendor/Consultant acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) all persons employed by Vendor/Consultant to perform employment duties within Florida during the term of the contract; and
- (b) all persons (including SUBCONTRACTORs/SUBVENDORs) assigned by Vendor/Consultant to perform work pursuant to the contract with the Department. The Vendor/Consultant acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Town of Davie.

Company/Firm: 1-00 WS Proping Syclems
Authorized Signature:
Print Name NAthan Dreher
Title: Service Dept Monager
Date:

CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee 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 contenders 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 the conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

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

Proposers Signature

EMPLOYEE BACKGROUND VERIFICATION AFFIDAVIT

I, NATHANA	Dreny,	Company How	Winping	3/5 Kins
Attest that all pe	rsonnel used in the p	performance of this wo	rk have had	a criminal background check, and have

no criminal offenses, a negative drug test result, and are legally documented to work in the United States.

The Town of Davie requests copies of the criminal back ground checks and drug test results.

Proposer's Signature

ATTACHMENT "E"

Town of Davie Vendor/Bidder Disclosure

I,, being first duly sworn The full legal name and business address of the person vie ("Town") are as follows (Post Office addresses a	on(s) or entity contracting with the Town of Da-
Name of Individual, Firm, or Organization:	HOOVER RUNGING SYSTEMS CORPORATION
Address:	HOOVER RUMPING SYSTEMS CORPORATION 2801 N POWERLINE RS
	Briphine Beach, FC 33069
FEIN	59-2498106
State and date of incorporation	FL 11/84
OWNERSHIP DISCLOSURE AFFIDAVIT 1. If the contract or business transaction is with address shall be provided for each officer and directly holds five percent (5%) or more of the contransaction is with a trust, the full name and address are as fible):	poration's stock. If the contract or business ess shall be provided for each trustee and each
Full Legal Name Address	Ownership
BRENT HOOVER 280/ N AWGICINE &	B. Rongano Bench FC 100 % 33069
	%
	%

2. The full legal names and business addresses of any other individual (other than subcontractors, suppliers, laborers, and lenders) who have, or will have, any legal, equitable, or beneficial interest

in the contract or business transaction with the Town are as follows (Post Office addresses are not acceptable):

Full Legal Name	. 1	Address	
	N/A		
By: Signature of Af	fiant	Dat	e: 12/16/16
Print Name	ren		
SUBSCRIBED ANI DECEMBER to me or has presente	O SWORN TO or aff 20 <u>14</u> by NATHA ed	NIDREHER	, he/she is personally known
	1		Medicarlall State of Florida at Large
ANDREA I	llegov6ACL	Print or Stand	Noteery Public State of Florida Andrea McDougall My Commission FF 041428 Expires 09/14/2012
My Commission	a Expires : SEP 11	Serial Number	Expires 09/11/2017



Town of Davie Local Vendor Preference

Affidavit of Eligibility

Complete all areas below. Incomplete forms may be rejected.						
My bu	My business is located within the Town of Davie.					
LEGAL NAME	OF FIRM:		/			
Physical add	dress:					
Phone numb	er	Fax number				
Email addre	ss					
Has the business	s name changed since it v	was opened in Davie?	Yes No			
If Yes please pro	ovide the previous busine	ess name:				
Taxpayer Identi	fication Number:					
Date your busin	ess was established in To	own of Davie:				
Business license	: License number:		Date issued:			
A cop	y of my Business Tax Re	eceipt is attached.				
I employ	(insert a number) t	full time employees.				

If your business is a Broward County business but not located within the Town of Davie please fill out the information on the next page.



Town of Davie Local Vendor Preference Broward County Vendor

Affidavit of Eligibility

Complete all areas below. Incomplete forms may be rejected.
My business is located within Broward County but not in the Town of Davie.
LEGAL NAME OF FIRM: HOOVER PUMPING SYSTEMS
Physical address: 2801 N. POWERCINE RD. POMPANO BEACH, FC 33069
Phone number 954-971-7350 Fax number 954-582-0559
Email address
Has the business name changed since it was opened in Broward County? Yes No
If Yes please provide the previous business name:
Taxpayer Identification Number: 59-2498106
Date your business was established in Broward County: 11/1984
Business license: License number: 79-CLS-137 × Date issued: 10/1/2016
A copy of my Business Tax Receipt is attached.
I employ 34 (insert a number) full time employees.

The undersigned states that the forgoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation or entity intentionally submitting false information to the Town in an attempt to qualify for local preference shall be prohibited from bidding on Town of Davie products and services for a period of one (1) year.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000 VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

DBA: Business Name: HOOVER PUMPING SYSTEMS CORP

Receipt #:182-1257
PLUMBING/LWN SPRNKL/CONTRACTOR Business Type: (IRRIGATION SPECIALTY

CONTRACTOR)

Owner Name: BRENT S HOOVER

Business Location: 2801 N POWERLINE RD

POMPANO BEACH

Business Opened:11/15/2004 State/County/Cert/Reg: 79-CLS-137-X

Exemption Code:

Business Phone: 954-971-7350

Rooms

Seats

Employees 7

Machines

Professionals

For Vending Business Only						I	
		Number of Machi	nes:	·	Vending Type	9:	
	Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
	27.00	0.00	0.00	0.00	0.00	0.00	27.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

BRENT S HOOVER 2801 N POWERLINE RD POMPANO BEACH, FL

33069

Receipt #30B-15-00008973 Paid 08/19/2016 27.00

2016 - 2017





CERTIFICATE OF COMPETENCY Detach and SIGN the reverse side of this F L O R I D A should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

> HOOVER, BRENT S. 17361 SPRINGTREE LN BOCA RATON FL 33487

BROWARD COUNTY, FLORIDA CERTIFICATE OF COMPETENCY

IRRIGATION SPECIALTY CONTRACTOR 79-CLS-137-X HOOVER, BRENTS - QUALIFYING HOOVER PUMPING SYSTEMS CORP 2801 N POWERLINE RD POMPANO BEACH FL 33069

EXPIRES -08/31/2018

Town of Davie Irrigation Pump Replacement at Pine Island Park Authorized Signature: Printed Name & Title: Request for Taxpayer Identifica-Form Give form to the (Rev. October 2007) requester. Do not tion Number and Certification Department of the Treasury In-ternal Revenue Service send to the IRS. Name (as shown on your income tax return) αì HOOVER page Business name, if different from above uo Specific Instructions Check appropriate box: Individual/Sole proprietor Corporation Partnership Print or type Exempt Limited liability company. Enter the tax classification (D=disregarded entity. C=corporation, P=partnership) payee Other (see instructions) • Address (number, street, and apt. or suite no.) Requester's name and address (optional) 280 POWERLINE M state, and ZIP code 33069 om pano See List account number(s) here (optional) **Taxpayer Identification Number (TIN)** Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid Social security number backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your or employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose num-Employer identification number

Part II Certification

ber to enter.

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Signature of Here U.S. person & Henry Davad Controller Date 12-7-20/6

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or

2498106

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
 - · An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income

from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X

Form W-9 (Rev. 10-2007)

Form W-9 (Rev. 10-2007) Page 49

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities)

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

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

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

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
- 3. The IRS tells the requester that you furnished an incorrect TIN,

- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see Special rules for partnerships on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false Information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Form W-9 (Rev. 10-2007) Page **50**

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

- 1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
- 2. The United States or any of its agencies or instrumentalities.
- 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
- 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
- 5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

- 6. A corporation,
- 7. A foreign central bank of issue,
- 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
- 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 - 10. A real estate investment trust.
- 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
- 12. A common trust fund operated by a bank under section 584(a),
 - 13. A financial institution,
- 14. A middleman known in the investment community as a nominee or custodian, or
- 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and, direct sales over \$5,000	Generally, exempt payees 1 through 7

See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application—for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use—Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/busi-nesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

-	de l'amile dita l'amile	10 GIVE ME REQUESTER
	For this type of account:	Give name and SSN of:
	Individual Two or more individuals (joint account)	The individual The actual owner of the account or, if combined tunds, the first individual on the account
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4.	a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
	b. So-called trust account that is not a legal or valid trust under state law	The actual owner
5.	Sole proprietorship or disregarded entity owned by an individual	The owner `
For this type of account:		Give name and EIN of:
6.	Disregarded entity not owned by an individual	The owner
7.	A valid trust, estate, or pension trust	Legal entity
8.	Corporate or LLC electing corporate status on Form 8832	The corporation
9.	Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10.	Partnership or multi-member LLC	The partnership
11.	A broker or registered nominee	The broker or nominee
12.	Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.consumer.gov/idtheft* or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must

be furnished.

²Circle the minor's name and furnish the minor's SSN.

You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

List first and circle the name of the frust, estate, or pension Irust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account tille.) Also see Special rules for partnerships on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt. or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also appl

LOBBYING INTEREST

Respondents should refer to Sec. 2-57 of the attached form for complete definition of terms.

I, Northern Docher representing Howes lunging Systems
My company is not interested in lobbying either staff or elected officials on any
subject associated with this Request for Proposal (RFP)
My company is interested in lobbying either staff or elected officials on matters associated with this Request for Proposal (RFP). I understand that in order to lobby, I must fill out the attached form and submit it to the Town Clerk's Office along with a registration fee of \$50.00.
Title of RFP: B-17-20 Isrigation lump Replacement @ line Island Park
Bidder Name: hoping Sycheme
Address: 2001 NPaver line lde
Pompano Beach, FL 33069
Phone Number: 954 - 971 - 7350
Fax Number: 954 -
e-mail Address: Nathan Dattoor Amping, Com
Signature:
Print Name: Nathan Docher

LOBBYING INTEREST

Respondents should refer to Sec. 2-57 of the attached form for complete definition of terms.

I, attached form and that (check one):	representing	declare that I have read the
My company is no subject associated with this Request	ot interested in lobbying of t For Proposal (RFP)	either staff or elected officials on any
My company is in associated with this Request For Pro the attached form and submit it to \$50.00.	posal (RFP). I understand	d that in order to lobby, I must fill out along with a registration fee of
Title of RFP:		
Bidder Name:	namenanan voi anna more namenanan na nadanka farira makanan kanasa ana an asamakki kahisi k	лименундагізь
Address:		or excentration.
Phone Number:		no-delan evan
Fax Number:		
Email Address:		
Signature:		
Time Ivalie.		

TOWN OF DAVIE LOBBYIST'S REGISTRATION STATEMENT AND OATH

Registration will be annual, from October 1st to September 30th, and shall be renewed for each year during which lobbying activities are to take place. Only one annual registration form is required. If, however, any of the information required on the registration form is new or changed (for example, a new principal, as defined by Section 2-57 of Ordinance 2012-17, or a new specific subject of lobbying), the Lobbyist must then supplement or amend the registration before additional lobbying. (Ordinance 2012-17, Section 2-58(d))

LOBBYIST INFORM	ATION (Ordinance 2012	2-17, Section	a 2-58(a)(l))	$\alpha 1/\alpha$
			endor-ran reference de sicologis discontinuamento.	NA
(must be a physical address (c	.g. not a Post Office Box) where	the lobbyist resi	des or customarily does	s business)
City	State	Zip	Telephone	ment regars croper trades littles disable basins scales somes appent staying staying staying
ist, or any member of tl	extent of any business, prome lobbyist's immediate far y of any Town official wiregistration.	mily, has had	d with any Town	official, or member
untary, by any lobbyis	extent of any involvement, or any member of the I ign of any current elected extion 2-58(a)(3))	obbyist's im	mediate family, v	with the current or

LOBBYIST'S PRINCIPAL(S) INFORMATION (Ordinance 2012-17, Section 2-58(a)(4)) (must be a physical address (e.g. not a Post Office Box) where the principal resides or customarily does business) City _____StateZip _____Telephone Explain the general and specific matters upon which the lobbyist intends to lobby, if known at the time of registration. H not known at time of filing, the registration must be supplemented when the matter is determined. (Ordinance 2012-017, Section 2-58(a)(5)) I hereby acknowledge that I have received a copy of Ordinance 2012-17, concerning registration of lobbyists and acknowledge that any violation of this Ordinance shall result in penalties as stated in said Ordinance. I further acknowledge that this form must be accompanied by payment in the amount of \$50 for each principal represented and by each lobbyist. (Ordinance 2012-17, Section 2-58(b)) I hereby attest and affirm under penalty of perjury, that the facts contained herein are true and correct. Further, I understand that I arm required to notify the Town Clerk, in writing, of any changes to the information contained herein and that I am required to complete a lobbyist statement for each new principal or subject matter which occurs throughout the year. Signature of Lobbyist STATE OF FLORIDA) SS: COUNTY OF

Sworn to and subscribed before me this _____ day of _____ by

Signature

as identification.

My Commission expires _____

Name ____

who is personally known to me or who has produced

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 RFF
Addendum #1, Dated
Addendum #2, Dated
Addendum #3, Dated
Addendum #4, Dated
Addendum #5, Dated
Addendum #6, Dated
Addendum #7, Dated
Addendum #8, Dated
PART II: NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP.
AUTHORIZED SIGNATURE: // DATE: 12/16/16
TITLE OF OFFICER: Service Deat Manager

PROPOSAL SIGNATURE PAGE FOR CORPORATION

The officers of the Corporation are as follows:

NAME	<u>ADDRESS</u>
President BRENT Hoover 280/ N	1 POWERLINE RO, POMPANO BEACH, FC 33060
Vice-President KEUIN CAVATOLI 2801 N	BWERLINE RO. Rompano Beach, FC 33069
Secretary BRENT Hooven 2501 N	BUTCINE RD POMPANO BEACH, PC 38964
Treasurer DONNA Hooven 2801 N PE	WERLINE RD. Pompano Brach, FC 33069
Registered Agent FERENCIAL LIBANOFF BRAN 150 S. PINE ISLAND RD.	OT AND BUSSTAMANTE STE YOO - FT. LANDERDALE, FL 33324
The full names and residences of stockbrokers, persons as follows:	, or firms interested in the foregoing Proposal, as principals, are
Post Office Address	PROPOSER:
Hooven Rumping Systems Coepon	HTON
(CORPORATE NAME)	
PRESIDENT'S SIGNATURE AND E-MAIL ADDRESS	rent@ Hoovenpumping. com
Is this corporation incorporated in the State of Florida?	Yes.
ATTEST: SECRETARY	
YES MO []	
If no, give address of principal place of business:	

Ę

PROPOSAL SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

The full names and residences of persons, par	tners or firms interested in the foregotion follows:	ping Proposal, as principals, are as
		1/4/
PROPOSER		
(FIRM NAME)		/
Witnesses:		
	(SEAL)	
SIGNATURE AND E-MAIL ADDRESS		
PRINT NAME		
Title (Sole Proprietor or Partner)		
Post Office Address:		
TELEPHONE		
CITY in which fictitious name is registered.		
Attach a copy of proof of registration		

DRUG-FREE WORKPLACE PROGRAM

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. In order to have a drug-free workplace program, a business shall:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining drugfree workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employee 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. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted,
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

HOOVER PUMPING SYSTEMS CORPORATION
NAME OF COMPANY

D

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, or candidate would be influenced thereby.""... The term 'public officer' includes any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The Town of Davie policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the Town does business. Only advertising office stationery or supplies of small value are exempt from this policy - e.g. calendars, note pads, pencils.

The State of Florida definition of "gifts" includes the following:

Real property or its use,
Tangible or intangible personal property, or its use,
A preferential rate of terms on a debt, loan, goods, or services,
Forgiveness of indebtedness,
Transportation, lodging, or parking,
Membership dues,
Entrance fees, admission fees, or tickets to events, performances, or facilities,
Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate. Other personal services for which a fee is normally charged by the person providing the services. Any other similar service or thing having an attributable value not already provided for in this section. To this list, the Town of Davie has added food, meals, beverages, and candy.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

SIGNATURE

PRINTED NAME

NAME OF COMPANY

TITLÉ

Failure to sign this page shall render your bid non-responsive

Town of Davie

SOURCE OF INFORMATION

How did you find out about this solicitation? C	heck all that applies.		
1. www.davie-fl.gov			
2. www.demandstar.com			
3. The Sun Sentinel			
5. Referral/word-of-mouth	Specify Source:		
6. Search Engine/Internet search			
7. E-mail, newsgroup, online chat	Specify Email	Source:	Christina Semerare
8. Banner or Link on another website			
9. Flyer, newsletter, direct mail	Specify Source:		
Other	Specify	Source:	

Please note: This survey form is used for internal Procurement purposes only.

Town of Davie

INDEMNIFICATION CLAUSE

The Contractor shall indemnify, defend and hold harmless the Town Council, the Town of Davie and their agents and employees from and against all claims, damages, losses and expenses (including attorney's fees) arising out of or resulting from the contractor's performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or damage on destruction of property including the loss of use resulting there from, and (2) is caused in whole or in part by any breach or default by Contractor or negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

STATE OF FLORIDA COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me, the under signed authority,

NATHAN DEHER who, after first being sworn by me, affixed his/her [name of individual signing]

signature in the space provided above on this 16 day of DECEUBEL20 16

Notary Public State of Florida Andrea McDougall My Commission FF 041428 Expires 09/11/2017 NOTARY PUBLIC

Town of Davie

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STAT-UTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL AUTHORIZED TO ADMINISTER OATHS.

1.	I his sworn statement is submitted to the TOWN OF DAVIE, FLORIDA
	By: Mythen Deeler - Savice Dept. Money of (print individual's name and title) For: Have Compined Systems (print name of entity submitting sworn statement)
	whose business address is: 2801 N Powerline Rd. Pomparo Beach, FL 33069
	and (if applicable) its Federal Employer Identification Number (FEIN) is: <u>\$9-2498106</u> (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
2.	I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3.	I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or non contendere.
4.	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
	1. A predecessor or successor of a person convicted of a public entity crime; or

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers' directors, executives, partners, shareholders, employees, members, and

- any natural person or entity organized under the laws of any state or of the United States with legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners. Shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement, which I have marked below, is true in relations

to the entity submitting this sworn statement. (Indicate which statement applies).

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Tohen H			
	Signature		
Sworn to and subsc	ribed before me this da	ay DECEMBER	20 16
	NATHAN DEEHER	ANDREA MC	DOUGALL
OR		Name of Notary	
Produced identificati	on	_ Notary Public - State of _	FLORIDA

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }	
COUNTY OF Broward } SS:	
I, the undersigned, hereby duly sworn, depose bid will be paid to any employees of the Tow or its design cons	n of Davie, its elected officials, and
or gift, directly or indirectly by me or any member of my	firm or by an officer of the corporation.
Halla Du	Ву:
Service Dept Manager	Title:
Sworn and subscribed before this	
16 day of DECEMBER 20 16	
andreas One & Dawn of	
Notary Public, State of Florida	
ANDREA MODONGALL	
Printed Name)	
My commission expires. Notary Public State of Florida Andrea McDougall My Commission FF 041428 Expires 09/11/2017	

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
COUNTY OF Browned } SS:
Nathan Dehr being first duly sworn, deposes and says that:
a) He/she is the <u>Representative</u> , (Owner, Partner, Officer, Representative or Agent) of <u>Hover fundic</u> , Systems the Proposer that has submitted the attached Proposal;
 b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
c) Such Proposal is genuine and is not collusive or a sham Proposal;
d) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed work; e) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
Signed, sealed and delivered in the presence of:
Witness By: The Der
Witness (Printed Name)

ACKNOWLEDGMENT

STATE OF FLORIDA }
COUNTY OF BROWARD } SS:
BEFORE ME, the undersigned authority personally appeared to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that executed said Affidavit for the purpose therein expressed.
WITNESS, my hand and official seal this day of
My Commission Expires: Analy Onlaid All Notary Public State of Florida at Large
Netary Public State of Florida Andrea McDougall My Commission FF 041428 Expires 03/11/2017

1. Today's Date:

PROPOSER QUESTIONNAIRE

2. Name of Company Submitting Proposal:
HOOVER PUMPING SYSTEMS CORPORATION
3. How many years has your firm been in business under its present business name?: _3
3. Under what other former name(s) has your firm operated?:
4. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled? Circle one: Yes If yes, please explain:
5. Has the proposer or any principals of the firm failed to qualify as a responsible proposer, refused
to enter into a contract after an award has been made, failed to complete a contract during the past
five (5) years, or been declared to be in default in any contract in the last five (5) years? Circle one: No Yes
If yes, please explain:
6. Has the proposer or any principals of the firm ever been declared bankrupt or reorganized under Chapter 11 or put into receivership? Circle one: No Yes If yes, please explain and give date, court jurisdiction, action taken, and any other explanation deemed necessary:
7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this BID. Please attach certificate of competency and/or State registration. Broward Covery 79 - CLS-137-X
8. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary): 30 + years in the irrigation installation and from Station building / Design / Install.
9. State the name and title of the individual who will have personal management of the work:

10. State the name ar	bibanoff Brandt and Busstamante TSLAND RO STE 400 FT. LANDERDME FC	
150 S PINE	I SLAND RD STE 400 FT. LANDERDALE FL	3332
11. State the names	and addresses of all businesses and/or individuals who own an ir	iterest of
more than five percent	t (5%) of the Proposer's business and indicate the percentage owner	d of each
such business and/or	individual: BRENT Hooven (100%)	
2801 N PO	individual: BRENT HOOVER (100%) WERLINE RO, POMPANO BEACH, PC 33069	
12. State the names,	addresses and the type of business of all firms that are partially of	r wholly
owned by Proposer: _	None	
13. Bank references:		
BANK NAME	ADDRESS (CITY, STATE, ZIP)	PHONE
NUMBER		
BANK UNITED	160 S FLAMINGO BB. Pembroke Ams, FL OSCHR TORTOLERO 954-562-65	33027
	OSCHR TORTOLERO 954-562-65	46
	a current Certificate of Liability Insurance? Yes No	
	ents/Settlements/Debarments/Suspensions - Submit information	
pending litigation and a	any judgements and settlements of court cases relative to providing	the ser-
vices requested herein	that have occurred within the last three (3) years. Also indicate if y	our firm
	suspended from bidding or proposing on a procurement project by a he last five (5) yearsNONC	ıny gov-
	Ü	
16. Disclosure of Confl	ict of Interest	
FLORIDA STATUTES, WHO FEREST IN THE VENDOR'S	E BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY TOWN OF DAVIE OF RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE AS DEFINED IN SECTION 10 IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATE OF BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT	112.3135, ERIAL IN-
Name	Relationship	



79-CLS-137-X HOOVER, BRENTS - QUALIFYING HOOVER PUMPING SYSTEMS CORP 2801 N POWERLINE RD POMPANO BEACH FL 33069 **EXPIRES 08/31/2018**



CERTIFICATE OF COMPETENCY Detach and SIGN the reverse side of this COUNTY card IMMEDIATELY upon receipt You should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card every two years.

> HOOVER, BRENT S. 17361 SPRINGTREE LN BOCA RATON FL 33487

UARD COOF BROWARD COUNTY, FLORIDA CERTIFICATE OF COMPETENCY

IRRIGATION SPECIALTY CONTRACTOR 79-CLS-137-X HOOVER, BRENTS - QUALIFYING HOOVER PUMPING SYSTEMS CORP 2801 N POWERLINE RD POMPANO BEACH FL 33069

EXPIRES -98/31/2016

200,000



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412		CONTACT MARY MARTINO PHONE (A/C, No, Ext): 386-239-4053 E-MAIL ADDRESS: MMARTINO@BBDAYTONA.COM	386-239-5795
John W Lindsley	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED	LOOVED DIMONO OVOTENO CONTRA	INSURER A : Continental Ins Co	35289
INSURED	HOOVER PUMPING SYSTEMS, CORP. 2801 NORTH POWERLINE RD	INSURER B : St. Paul Fire & Marine Ins Co	24767
	POMPANO BEACH, FL 33069	INSURER C:	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR TYPE OF INSURANCE **POLICY NUMBER** LIMITS A COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE \$ 1,000,000 CLAIMS-MADE X OCCUR 6043448395 09/04/2016 04/01/2018 DAMAGE TO RENTED PREMISES (Ea occurrence) 1,000,000 \$ MED EXP (Any one person) 15,000 \$

1,000,000 PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 2,000,000 S POLICY X PRO-JECT X LOC 2,000,000 PRODUCTS - COMP/OP AGG \$ OTHER: S **AUTOMOBILE LIABILITY** COMBINED SINGLE LIMIT \$ 1,000,000 (Ea accident) X ANY AUTO 6043411699 09/04/2016 04/01/2018 BODILY INJURY (Per person) æ SCHEDULED AUTOS NON-OWNED ALL OWNED AUTOS **BODILY INJURY (Per accident)** \$ Х X PROPERTY DAMAGE (Per accident) HIRED AUTOS **AUTOS** s PIP \$ 10,000 UMBRELLA LIAB X OCCUR 5,000,000 **EACH OCCURRENCE** \$ В **EXCESS LIAB** CLAIMS-MADE ZUP-61M65506-16-NF 09/04/2016 04/01/2018 AGGREGATE 5,000,000 \$ 10,000 X RETENTION \$ PROD/COMP \$ 5.000.000 WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT \$ (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

6043411685

CERTIFICATE HOLDER		CANCELLATION
TOWN OF DAVIE 6591 S W 45TH STREET	TOWND01	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
DAVIE, FL 33314	FL 33314	AUTHORIZED REPRESENTATIVE

09/04/2016 04/01/2018 EACH LOC

EQUIPMENT FLOATER

FIRM NAME Systems Components
FIRM NAME
Tall-del
SIGNATURE OF AUTHORIZED AGENT
NAME & TITLE, TYPED OR PRINTED
STATE OF FLORIDA)
COUNTY OF BLOWARD
The foregoing instrument was sworn to and subscribed before me this 16 day of DECEUBER 2016 by NATHAN DREHER who is personally known to me or produced
asidentification.
NOTARY PUBLIC, State of FORIDA Commission No.: FF04 1428
Print Name: ANDREA 111 DOVGALL Commission Expires: SEP 11 2017
SEAL
(if Corporation)
Notary Public State of Florida Andrea McDougall My Commission FF 041428 Expires 09/11/2017

AGREEMENT No. SAMPLE AGREEMENT ONLY BETWEEN THE TOWN OF DAVIE AND CONTRACTOR NAME

THIS AGREEMENT is made and entered into as of this day of	_, 2017 by and
between Contractor Name a corporation organized and existing under the laws of the State	of XXXXXX
with offices at Address (hereinafter referred to as the "Contractor"), and the Town of Davie,	a political sub-
division of the State of Florida, having its principal office at 6591 Orange Drive Davie, Florid	a 33314 (here
inafter referred to as the " Town ").	(

WITNESSETH:

WHEREAS, the Contractor has offered to provide the materials and/or services and to be bound by the Plans and the terms and conditions of the Request for Proposals (RFP) No. XXXX-XX TITLE, which includes the General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, the Contractor has submitted a written proposal dated XX, hereinafter referred to as the "Contractor's Proposal", the terms of which are incorporated herein by reference as if fully set forth herein; and

WHEREAS, the Town desires to procure from the Contractor such services for the Town, in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

- 1. The Contractor agrees to provide the materials and/or services pursuant to and to be bound by the Plans and the terms and conditions of the Request for Proposals, which includes General Terms and Conditions of Request for Proposals, Specifications, Bid Forms, and associated addenda and the terms of which are incorporated herein by reference as if fully set forth herein and attached hereto as Exhibit "A", and the Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
- 2. The Town agrees to abide by and to be bound by the terms of the Request for Proposals, which includes General Terms and Conditions of the Request for Proposals, Specifications, Bid Forms, and associated addenda attached hereto and incorporated herein as Exhibit "A", and by the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
- 3. Contractor shall deliver materials and/or provide services in accordance with the terms of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".

- 4. The Town agrees to make payment in accordance with the terms of the Request for Proposals, Bid Forms and addenda attached hereto and incorporated herein as Exhibit "A" and with the terms of Contractor's Proposal attached hereto and incorporated herein as Exhibit "B".
- 5. This Agreement and attachments hereto constitute the entire agreement between the parties hereto, and its provisions shall not be amended, except in writing, after formal approval by both parties.
- 6. This Agreement will commence as provided for in B-17-20 unless Contractor is otherwise notified by the Town. Any extension to this Agreement shall be in writing. The Town Administrator is authorized to extend or terminate this Agreement on behalf of the Town.
- 7. In addition to any other contractual indemnification provisions in Exhibit "A" or Exhibit "B" in favor of the Town, Contractor hereby agrees to indemnify and hold the Town harmless from any and all claims, suits, actions, damages, causes of action, and attorney's fees, arising from any personal injury, loss of life, or damage to person or property sustained by reason of or as a result of the products or materials used or supplied in the performance of this Agreement.

IN WITNESS WHEREOF,	the parties hereto have made and executed this Agreement on this	lav
of	. 2017.	

SIGNATURE PAGE

The undersigned attests to their authority to submit this proposal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

- 1. The Proposer is sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
- 2. The facts stated in the Proposers response pursuant to Request for Proposals, instructions to Proposer and Specifications are true and correct in all respects;
- 3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
- 4. Proposer understands that all information listed above may be checked by the TOWN and Proposer authorizes all entities or persons listed above to answer any and all questions. Proposer hereby indemnifies the TOWN and the persons and entitles listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted by the Proposer on this 16 day of December, 2017.

Company Hover Propring Systems
Signature

END OF CONTRACT