

Exhibit B

Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No State or Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
2. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence legislation or appropriation actions pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor: _____

RFP Number: _____

Sign: _____

Name: _____

Title: _____

Date: _____



**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Exhibit B – Bid Bond

STATE OF FLORIDA
COUNTY OF PINELLAS

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

(Name and Address of Company)

(hereinafter called "Principal") and _____ (hereinafter
Call "Surety") are held and firmly bound until the City of Clearwater, Florida (hereinafter called "City") in
the sum of:

_____ Dollars (\$_____))
Lawful money of the United States of America, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by
these presents:

WHEREAS, the "Principal" contemplates submitting or has submitted a Proposal to the City of
Clearwater, Florida, for

Request for Proposals #35-20, Disaster Debris Removal and Disposal Services

WHEREAS, it was a condition precedent to the submission of said Proposal that a certified check,
cashier's check, or Bond in the amount of \$5,000.00 (five thousand dollars) be submitted with said
Proposal as a guarantee that the Respondent would, if awarded the agreement, enter into a written
agreement with the City of Clearwater, Florida, and furnish a Performance and Payment Bond in an
amount equal to one hundred percent (100%) of the proposal or \$1,000,000 (one million dollars),
whichever is greater, for the performance of said agreement, within five (5) consecutive calendar days
after written Notice to Proceed in anticipation of a major event.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the proposal and
"Principal" herein be accepted and said "Principal" enters into a written agreement with the City of
Clearwater, Florida, to perform the proposal services, and furnish a Performance and Payment Bond in
an amount equal to one hundred percent (100%) of the proposal or \$1,000,000 (one million dollars),
whichever is greater, satisfactory to the City of Clearwater, Florida, upon written Notice to Proceed,
then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to the City
of Clearwater, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of said
City of Clearwater, Florida, in good and lawful money of the United States of America, as liquidated
damages for failure thereof said "Principal".

IN WITNESS THEREOF, the said

(Name of Company)

as "Principal" herein, has caused these presents to be signed in its name by its _____ under its corporate seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____ under its corporate seal, the _____ day of _____, 20____.

NAME OF COMPANY: _____

By: _____
(Signature)

(Print or Type Name)

(Title)

SEAL

ATTEST: _____
(Signature)

(Surety Name)

(Attorney-in-Fact)

Exhibit B – Performance and Payment Bond

BOND # _____

STATE OF FLORIDA

COUNTY OF PINELLAS

CITY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
(Name and Address of Company)

(hereinafter called "Principal") and _____ (hereinafter
Call "Surety") are held and firmly bound until the City of Clearwater, Florida (hereinafter called "City")
located at 100 So. Myrtle Ave., Clearwater, Florida, 33756, phone (727) 562-4633, in the penal sum of:

_____ Dollars (\$_____)

For the payment of which we bind ourselves, our heirs, personal representatives, successors, and
assigns, jointly and severally, for the faithful performance of a certain written agreement, dated the
_____ day of _____, 20____, entered into between the Principal and the City "(Agreement)
for:

Request for Proposals #35-20, Disaster Debris Removal and Disposal Services

NOW, THEREFORE, THE CONDITIONS of this bond are such that, if the Principal shall (i) in all respects
comply with the terms and conditions of the Agreement (the Agreement being made a part of this bond
by reference), including but not limited to the guarantee and warranty requirements, all obligations
contained in the Agreement Documents (as defined in the Agreement) and all modifications made to the
Contract as therein provided, for the original term of the Agreement and any extensions which may be
granted by the City, with or without notice to the Surety; and (ii) promptly make payments to all persons
supplying labor, materials, or supplies used directly or indirectly in the prosecution of the work provided
for in the Agreement; and (iii) pay the City all losses, damages, liquidated, damages, expenses, costs, and
attorneys' fees at trial and on appeal sustained by the City due to a default by Principal under the
Agreement; and (iv) fulfill its obligations related to the guarantee and warranty of all work and materials
furnished under the Agreement pursuant to the terms and conditions specified in the Agreement, then
this bond shall be void; otherwise, it shall remain in full force.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the
specifications accompanying the same shall in any way affect its obligations on this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the
Contract or to the work or to the specifications.

IN WITNESS THEREOF, the said

(Name of Company)

as "Principal" herein, has caused these presents to be signed in its name by its _____ under its corporate seal, and the said _____ as "Surety" herein, has caused these presents to be signed in its name by its _____ under its corporate seal, the _____ day of _____, 20____.

NAME OF COMPANY: _____

By: _____
(Signature)

(Print or Type Name)

(Title)

SEAL

ATTEST: _____
(Signature)

(Surety Name)

(Attorney-in-Fact)