



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, JANUARY 27, 2022
7:00 PM

Darryl C. Aubrey
Mayor

Deborah Searcy
Vice Mayor

Mark Mullinix
President Pro Tem

Susan Bickel
Councilmember

David B. Norris
Councilmember

Andrew D. Lukasik
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS TO JOIN MEETING ELECTRONICALLY

To join meeting by computer (video & audio) click or type the following link in address bar:

<https://us02web.zoom.us/j/86994910705?pwd=WGtsTWNRTkZSNTd5SIBnYkdEclZOdz09>

Meeting ID: 869 9491 0705

Passcode: 752316

To join meeting by phone (voice only):

877 853 5257 US Toll-free

888 475 4499 US Toll-free

Meeting ID: 869 9491 0705

Passcode: 752316

OTHER VILLAGE BUSINESS MATTERS

- 11. RESOLUTION – VEHICLE LEASE AGREEMENT** Consider a proposed resolution approving the lease of five new Police Department vehicles, one new Public Works/Sanitation Department vehicle and one new Fire Rescue Department vehicle; approving a five-year Lease Agreement with Pinnacle Public Finance, Inc.; declaring five existing vehicles as surplus and authorizing their disposal.

- 12. RESOLUTION – COMMUNITY CENTER PLAYGROUND EQUIPMENT REMOVAL AND INSTALLATION** Consider a motion to adopt a proposed resolution approving a proposal from Advanced Recreational Concepts, LLC for the purchase of new playground equipment for the Community Center and approving a proposal from Play Space Services, Inc. for the removal and disposal of the existing equipment at a total cost of \$53,214.27; authorizing execution of the Contracts and approving a budget amendment to facilitate the purchase.

- 13. RESOLUTION – POND BANK REPAIR AND STABILIZATION** Consider a motion to adopt a proposed resolution approving a proposal from Brightview Golf Maintenance, Inc. for pond repair and stabilization at the North Palm Beach Country Club Golf Course at a total cost of \$95,084.75; authorizing execution of the Contract and waiving the Village’s purchasing policies and procedures.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

- 14. Heritage Day Update

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

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

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk’s office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.

**DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JANUARY 13, 2022**

Present:

Darryl C. Aubrey, Sc.D., Mayor
Deborah Searcy, Vice Mayor
Mark Mullinix, President Pro Tem
David B. Norris, Councilmember
Susan Bickel, Councilmember
Andrew D. Lukasik, Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

ROLL CALL

Mayor Aubrey called the meeting to order at 7:00 p.m. All members of Council were present. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Aubrey gave the invocation and Vice Mayor Searcy led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Regular Session held December 9, 2021 were approved as written.

STATEMENTS FROM THE PUBLIC

Mayor Aubrey announced that the hearing for the proposed 200 Yacht Club Drive Planned Unit Development that was on schedule for the January 27th Council meeting was being postponed so that the applicant could address the concerns that have been raised by the public.

These residents addressed the Council with their concerns regarding the proposed 200 Yacht Club Drive Planned Unit Development:

Deborah Cross, 2560 Pepperwood Road
Carolyn Liss, 52 Yacht Club Drive
Anthony Sacco, 45 Yacht Club Drive
Bob Starkie, 36 Yacht Club Drive
John Rothberg, 134 Lakeshore Drive, #623
Susan Hoff, 907 Marina Drive, #301

Mary Phillips, 525 Ebbtide Drive, discussed and recommended implementing a Community Tree Canopy in the Village.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

ORDINANCE 2022-03 CODE AMENDMENT – ADVISORY BOARD ELECTRONIC PARTICIPATION

A motion was made by Councilmember Bickel and seconded by Vice Mayor Searcy to adopt on first reading Ordinance 2022-03 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE I, “IN GENERAL,” OF CHAPTER 2, “ADMINISTRATION,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 2-1, “BOARDS AND COMMITTEES,” TO ALLOW FOR BOARD AND COMMITTEE MEMBERS TO PARTICIPATE AND VOTE VIA ELECTRONIC MEANS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the purpose of the ordinance was to amend the code to allow board and committee members who were unable to be physically present to participate and vote on matters before the board or committee via electronic means. A quorum is still required to be physically present at the meetings.

Thereafter, the motion to adopt on first reading Ordinance 2022-03 passed unanimously.

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2022-01 – CODE AMENDMENT – FRACTIONAL HOME OWNERSHIP

A motion was made by Councilmember Norris and seconded by Councilmember Bickel to adopt and enact on second reading Ordinance 2022-01 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING APPENDIX C (CHAPTER 45), “ZONING,” OF THE VILLAGE CODE OF ORDINANCES TO INCORPORATE A DEFINITION OF FRACTIONAL OWNERSHIP AND EXPRESSLY PROHIBIT FRACTIONAL OWNERSHIP UNITS AND TIME-SHARE UNITS IN THE VILLAGE’S RESIDENTIAL ZONING DISTRICTS; AMENDING SECTION 45-2, “DEFINITIONS,” AND SECTION 45-36, “GENERAL PROVISIONS;” PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the purpose of the ordinance was to prohibit fractional ownership properties within the Village’s residential zoning districts. Mr. Rubin stated that Council adopted the ordinance on first reading but had expressed concerns over the definition of fractional ownership. The proposed ordinance had been modified since its first reading to incorporate a new definition of fractional home ownership and an additional definition of fractional ownership plan which would target the different types of ownership schemes that the ordinance intended to prohibit.

Discussion ensued between Mr. Rubin and Councilmembers regarding the language and definitions proposed in the ordinance.

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2022-01 – CODE AMENDMENT – FRACTIONAL HOME OWNERSHIP *continued*

Mr. Rubin concluded the discussion by stating that as a result of his research, he believed that the language in the ordinance was sufficient enough to cover and address Council's concerns. The language could be tweaked or revised in the future if necessary.

Mayor Aubrey opened the public hearing.

There being no comments from the public, Mayor Aubrey closed the public hearing.

Thereafter the motion to adopt and enact Ordinance 2022-01 on second reading passed unanimously.

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2022-02 – CODE AMENDMENT – PARKING CITATION PROCEDURE

A motion was made by Vice Mayor Searcy and seconded by Councilmember Bickel to adopt and enact on second reading Ordinance 2022-02 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE III, "STOPPING, STANDING AND PARKING," OF CHAPTER 18, "MOTOR VEHICLES AND TRAFFIC," OF THE VILLAGE CODE OF ORDINANCES TO UPDATE THE VILLAGE'S REGULATIONS AND FORMALIZE THE PARKING CITATION PROCEDURE; REPEALING SECTION 18-36, "PARKING IN VIOLATION OF SIGNS," SECTION 18-37, "VIOLATIONS; FINES – HANDICAP SPACES," AND SECTION 18-38, "SAME – NON-HANDICAP SPACES," AND ADOPTING A NEW SECTION 18-36, "STOPPING, STANDING AND PARKING IN SPECIFIED AREAS," SECTION 18-37, "PARKING CITATION PROCEDURE," SECTION 18-38, "FINES," AND SECTION 18-39, "PARKING SPACES FOR THE PHYSICALLY DISABLED;" AMENDING ARTICLE II, "BOAT LAUNCHING AREA," OF CHAPTER 5, "BOATS, DOCKS AND WATERWAYS," BY REPEALING SECTION 5-38, "VIOLATION; PENALTY;" PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the purpose of the ordinance was to standardize the Village's procedures for the issuance of parking citations and expand the Village's enforcement authority. Mr. Rubin stated that Council adopted the ordinance on first reading subject to removing the section governing the parking restrictions in the vicinity of Lakeside Park.

Mayor Aubrey opened the public hearing.

There being no comments from the public, Mayor Aubrey closed the public hearing.

Thereafter the motion to adopt and enact Ordinance 2022-02 on second reading passed unanimously.

Councilmember Bickel briefly stepped out of the meeting.

CONSENT AGENDA APPROVED

President Pro Tem Mullinix moved to approve the Consent Agenda. Councilmember Norris seconded the motion, which passed unanimously. The following items were approved with all present voting aye:

Receive for file Minutes of the Environmental Committee meeting held 10/4/21.

Receive for file Minutes of the Environmental Committee meeting held 11/1/21.

Receive for file Minutes of the Planning Commission meeting held 11/9/21.

Receive for file Minutes of the Audit Committee meeting held 12/15/21.

Councilmember Bickel returned to the meeting.

MOTION – A motion was made by President Pro Tem Mullinix and seconded by Vice Mayor Searcy to authorize the Village Manager to execute the required forms for participation in the Florida Plan for allocation of settlement dollars from opioid related litigation.

Mr. Rubin explained that the Florida Attorney General had provided counties and municipalities throughout the state a framework of a unified settlement plan for the proposed allocation and use of opioid settlement proceeds. In order to participate in the settlement, the Village Council would need to authorize the Village Manager to execute the required Participation Forms.

Mr. Lukasik discussed and explained the approved uses and purchases of the funds.

Thereafter the motion passed unanimously.

RESOLUTION 2022-01 – PROSPERITY VILLAGE PUD FINAL PLAT APPROVAL

A motion was made by President Pro Tem Mullinix and seconded by Councilmember Norris to adopt Resolution 2022-01 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A FINAL PLAT FOR THE PROSPERITY VILLAGE PLANNED UNIT DEVELOPMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

Principal Planner Alex Ahrenholz gave a brief history and background of the Prosperity Village Planned Unit Development. Mr. Ahrenholz stated that the property owner had filed an application for final plat approval. The Planning Commission reviewed the final plat at its December 7, 2021 meeting and unanimously recommended approval.

Thereafter, the motion to adopt Resolution 2022-01 passed unanimously.

RESOLUTION 2022-02 – IAFF COLLECTIVE BARGAINING AGREEMENT

A motion was made by President Pro Tem Mullinix and seconded by Councilmember Norris to adopt Resolution 2022-02 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE PROFESSIONAL FIREFIGHTERS/PARAMEDICS OF PALM BEACH COUNTY,

RESOLUTION 2022-02 – IAFF COLLECTIVE BARGAINING AGREEMENT *continued*

LOCAL 2928, IAFF, INC. THROUGH SEPTEMBER 30, 2024; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik explained that the resolution was to approve a Collective Bargaining Agreement between the Village and the Professional Firefighters/Paramedics of Palm Beach County Local 2928, IAFF, Inc. which represents employees in the Village’s Fire Rescue Department. Mr. Lukasik discussed and explained the changes to Workers Compensation, Pension, Bereavement Leave, Paid Holidays and Wages.

Mayor Aubrey stated that he was very pleased with how the negotiations were conducted.

Thereafter, the motion to adopt Resolution 2022-02 passed unanimously.

Angelo D’Ariano of the Local 2928 IAFF, Inc. Firefighters Union introduced himself and thanked Council and staff for their commitment to the Collective Bargaining Agreement.

RESOLUTION 2022-03 – CIVIL CITATIONS

A motion was made by President Pro Tem Mullinix and seconded by Councilmember Bickel to adopt Resolution 2022-03 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, DESIGNATING THE SECTIONS OF THE VILLAGE CODE TO BE ENFORCED BY CIVIL CITATION AND ESTABLISHING A FINE SCHEDULE; PROVIDING FOR CONFLICTS AND THE REPEAL OF RESOLUTION NOS. 2009-52 AND 2010-41; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that through the adoption of Ordinance No. 2021-19, the code was updated and clarified to outline the procedure for the issuance and disposition of civil citations as an alternate method of code enforcement, specifically authorizing the issuance of code citations by park rangers for violations occurring within Village parks. The Village code requires the Village Council by resolution to establish a schedule of code sections that can be enforced by citations as well as a schedule of penalties. The schedule of fines would be attached to the Resolution as Exhibit “B”.

Discussion ensued between Council and Mr. Rubin regarding clarification of certain code violations.

Thereafter, the motion to adopt Resolution 2022-03 passed with all present voting aye.

Mayor Aubrey announced that the discussion item regarding Building Recertification had been postponed.

DISCUSSION – Parking Regulations for Utility Trailers and the Restriction of On-Street Parking at Lakeside Park

Mr. Lukasik began a presentation regarding parking regulations related to the storage of utility trailers and the restriction of on-street parking near Lakeside Park. Mr. Lukasik stated that Council had previously suggested that the Village implement regulations for utility trailers since there were currently no regulation prohibiting utility trailers or requiring them to be screened.

DISCUSSION – Parking Regulations for Utility Trailers and the Restriction of On-Street Parking at Lakeside Park *continued*

Mr. Lukasik stated that staff was requesting direction by asking if utility trailers should be treated in a similar manner to recreational vehicles using the ninety-percent (90%) opacity standard except for what would be visible from the right-of-way adjacent to a six (6) foot gate and if there should be a grandfathering provision for residents currently storing utility trailers on residential properties.

Discussion ensued between Councilmembers regarding how to regulate utility trailers.

Council agreed that the regulations imposed on utility trailers should not create a burden on those who depend on the utility trailers for their livelihoods.

Mr. Lukasik stated that he would bring back a model of different utility trailer storage scenarios to review and address.

Mr. Lukasik stated that at a recent Council meeting, questions were raised regarding the need for existing on-street parking regulations in the neighborhood surrounding Lakeside Park. The regulations prohibited on-street parking on weekends and holidays and were originally adopted in response to concerns from residents of Lakeside Park. Mr. Lukasik explained that staff intended to eliminate the streets north of Lighthouse Drive from the existing regulations with the exception of Lakeside Circle and Lakeside Drive south of Cruiser Road South, Atlantic Road and Lakeside Court.

Discussion ensued between staff and Councilmembers regarding streets that would be included and not included in the off street parking regulations.

Councilmember Bickel stated that the section of Lighthouse Drive between U.S. Highway 1 and Lakeside Drive should be included.

Mr. Rubin stated that the portion of Lighthouse Drive between U.S. Highway 1 and Lakeside Drive was already included.

Mr. Lukasik stated that the parking pass process would be codified. Mr. Lukasik stated that the other policy direction was to expand “no-parking” restrictions from weekends and holidays to daily enforcement.

DISCUSSION – ARPA Funds Allocation

Mr. Lukasik began a presentation regarding the allocation of American Rescue Plan Act funds. Mr. Lukasik gave a brief history and background regarding the American Rescue Plan Act that was signed into law on March 11, 2021 and established the Coronavirus State and Local Fiscal Recovery Fund (SLFRF). Mr. Lukasik stated that the Village was scheduled to receive \$6.5 million dollars. The first disbursement was received in May 2021 and the second disbursement was anticipated to be received in May 2022. Funding would need to be obligated by December 31, 2021 and projects were required to be completed by December 31, 2026.

Mr. Lukasik stated that Council had discussed the allotment of funds back on June 10, 2021 and came up with the priorities for use which were clean water infrastructure, funding for technology applications, and exploring direct funding to impacted residents. Mr. Lukasik discussed recommendations based on the priorities.

DISCUSSION – ARPA Funds Allocation *continued*

Mr. Lukasik stated that septic conversion to address septic usage in the Village and in adjacent annexation areas would be allotted funds between \$5 and \$5.5 million and elimination of outflow to the North Palm Beach Waterway from the Country Club Golf Course ponds would be allotted approximately \$750,000. Technology applications for Village and mitigation activities would be allotted \$100,000. Lastly it was recommended that direct funding would be allotted to individuals for weatherization, energy efficiency and home repairs. Unemployed or low to moderate income individuals would be eligible without significant analysis or justification.

Mr. Lukasik explained and discussed eligible activities for the funds which included supporting public health, addressing economic hardship impacts for those disproportionately affected and harmed by the pandemic, provide premium pay for essential workers, replace lost public sector revenue and water, sewer and broadband investments.

Discussion ensued between Councilmembers and staff regarding the allotment and uses of the American Rescue Plan Act funds and how and when it would affect any future annexation of properties to the Village.

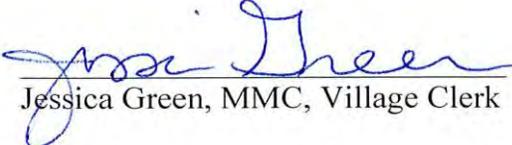
MAYOR AND COUNCIL MATTERS/REPORTS

Vice Mayor Searcy announced the upcoming Beats and Bites and the Hot Cars and Chili events and encouraged residents to attend.

Public Works Director Chuck Huff introduced Ken Hern as the new Streets and Stormwater Manager in the Public Works Department.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:27 p.m.


Jessica Green, MMC, Village Clerk

**VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: January 27, 2022

SUBJECT: **ORDINANCE 2nd Reading – Amending Section 2-1 of the Village Code to allow board and committee members to participate and vote via electronic means.**

Section 2-1 of the Village Code of Ordinances sets forth the procedures applicable to all Village boards and committees. Section 2-1(f)(8) of the Village Code currently requires all board and committee members to attend meetings in person and prohibits them from participating as a member or voting on any matter by telephone, video conferencing, or any other electronic means.

Due to the ongoing COVID-19 pandemic, the Village has been providing for public (and Councilmember) participation in public meetings through a video conferencing platform. While Florida law still currently requires that a quorum be physically present for all board and committee meetings subject to the Government in the Sunshine Law, Staff is recommending that the Council adopt the attached Ordinance amending Section 2-1 of the Village Code to allow board and committee members who are unable to be physically present to participate and vote on matters before the board or committee via electronic means.

At its January 13, 2022 meeting, the Village Council adopted the Ordinance on first reading without modification.

There is no fiscal impact.

The attached Ordinance has been prepared by this office and reviewed for legal sufficiency.

Recommendation:

Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance amending Section 2-1 of the Village Code of Ordinances to allow board and committee members to participate and vote via electronic means.

ORDINANCE NO. _____

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AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE I, "IN GENERAL," OF CHAPTER 2, "ADMINISTRATION," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 2-1, "BOARDS AND COMMITTEES," TO ALLOW FOR BOARD AND COMMITTEE MEMBERS TO PARTICIPATE AND VOTE VIA ELECTRONIC MEANS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-1 of the Village Code of Ordinances, setting forth the procedures for Village boards and committees, currently requires members to attend all meetings in person and prohibits them from participating or voting on any matter by telephone, video conferencing, or other electronic means; and

WHEREAS, in response to the ongoing COVID-19 pandemic, the Village has been utilizing a video conferencing platform to allow for virtual participation by Councilmembers and members of the public, and the Village Council wishes to extend this option to board and committee members to the extent permitted by Florida law; and

WHEREAS, the Village Council determines that the adoption of this Ordinance is in the interests of the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

Section 2. The Village Council hereby amends Article I, "In General," of Chapter 2, "Administration," of the Village Code of Ordinances as follows (additional language is underlined and deleted language ~~stricken through~~):

Sec. 2-1. Boards and committees.

* * *

- (f) *General provisions.* Members of village boards and committees:
 - (1) Shall serve at the pleasure of the village council and may be removed with or without cause by a vote of the village council;
 - (2) Shall be a resident of the village and maintain residency in the village during the term of appointment (unless waived by the village council) and meet such other eligibility requirements as may be established by the village council;

1 APPROVED AS TO FORM AND
2 LEGAL SUFFICIENCY:

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5 VILLAGE ATTORNEY

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VILLAGE OF NORTH PALM BEACH COUNTRY CLUB

TO: Honorable Mayor and Council
 THRU: Andrew D. Lukasik, Village Manager
 FROM: Allan Bowman, Head Golf Professional
 DATE: January 27, 2022
 SUBJECT: **RESOLUTION – Approving a Contract with All-Site Construction, Inc. for repairs to the Golf Course Maintenance Building Roof**

Village Staff is requesting Council consideration and approval of the attached Resolution authorizing roof repairs to the Golf Course Maintenance Building. Currently, the roof is leaking in multiple areas and has been left unattended for numerous years. These repairs will create a safer and cleaner work environment, while also adding life expectancy to the maintenance building.

Staff obtained three quotes for the project. The selected vendor, **All-Site Construction, Inc.**, submitted the lowest cost proposal for this project of \$15,015.00. Other proposals received were from Florida Roofing Services for \$28,770.00 and Rhino Roof for \$38,000.00.

Currently, the Country Club is using **All-Site Construction, Inc.** for the golf shelter installation, for which there is an open PO for the amount of \$18,000.00. Because the amount paid to this single vendor will exceed \$25,000, Staff is seeking Village Council approval.

The attached Resolution and Contract have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Country Club	Golf / Golf Course Maintenance	L8045-34620	R &M – Building & Grounds	\$15,015.00

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal submitted by All-Site Construction, Inc. for repairs to the Golf Course Maintenance Building roof at a total cost of \$15,015.00, with funds expended from Account No. L8045-34620 (Golf Course Maintenance – R & M Building & Grounds), and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM ALL-SITE CONSTRUCTION, INC. FOR ROOF REPAIRS TO THE COUNTRY CLUB GOLF COURSE MAINTENANCE BUILDING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff solicited proposals for repairs to the roof of the Country Club Golf Course Maintenance Building; and

WHEREAS, Village Staff recommended accepting the lowest cost proposal from All-Site Construction, Inc. in the amount of \$15,015.00; and

WHEREAS, because All-Site Construction is performing additional work at the Country Club, the total amount paid to this vendor will exceed \$25,000.00, thereby requiring Village Council approval on the consent agenda; and

WHEREAS, the Village Council determines that adoption of this Resolution is in the best interests of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby accepts the proposal from All-Site Construction, Inc. for repairs to the roof of the Country Club Golf Course Maintenance Building at a total cost of \$15,015.00, with funds expended from Account No. L8045-34620 (Golf Course Maintenance – R & M Buildings and Grounds), and authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and ALL-SITE CONSTRUCTION, INC., a Florida corporation, (hereinafter "CONTRACTOR"), whose F.E.I. Number is 65-1140059.

RECITALS

WHEREAS, the VILLAGE solicited proposals for emergency roof repairs to the Country Club Golf Course Maintenance Building ("Work"); and

WHEREAS, the VILLAGE wishes to accept the proposal submitted by CONTRACTOR, and CONTRACTOR has agreed to perform the Work in accordance with the terms and conditions of this Contract.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. CONTRACTOR'S Services and Time of Completion.

- A. Contractor shall perform the Work in accordance with its Proposal dated December 27, 2021, a copy of which is attached hereto and incorporated herein by reference.
- B. This Contract shall remain in effect until such time as the Work is completed, inspected and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.
- C. The total cost of the Work shall not exceed **Fifteen Thousand and Fifteen Dollars and No Cents (\$15,015.00)**.
- D. The services to be provided by CONTRACTOR shall be commenced after the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **ninety (90) calendar days**.

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) above without prior written consent of the VILLAGE. The VILLAGE shall pay the initial payment required by the Proposals referenced in Section 3(A) above upon commencement of the Work. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the

VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

4. Insurance.

During the term of this Contract, CONTRACTOR shall maintain the following minimum insurance coverages and provide certificates evidencing such coverage to the Village (all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida):

- A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract.
- B. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.
- C. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. All insurance, other than Worker's Compensation, Automobile and Professional Liability Insurance, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

5. Indemnification.

- A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.
- B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or

omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Contract for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

6. Compliance with all Laws, Regulations and Ordinances.

In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

7. Warranty/Guaranty.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the VILLAGE with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

8. Access/Audits.

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

9. Protection of Work and Property.

A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, CONTRACTOR shall provide any necessary materials to maintain such protection.

B. Until acceptance of the Work by the VILLAGE, the VILLAGE's property shall be under the charge and care of CONTRACTOR and CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore and make good, without

additional Work occasioned by any of the above causes before its completion and acceptance.

- C. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.
10. Miscellaneous Provisions.
- A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
- B. CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.
- C. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. **The parties knowingly, voluntarily and intentionally waiver any right they may have to trial by jury** with respect to any litigation arising out of this Contract.
- D. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- E. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.
- F. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.
- G. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added

to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination. In the event of an express conflict between this Contract and CONTRACTOR's Estimate, the terms of this Contract shall control.

- H. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.
- I. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

- (1) Keep and maintain public records required by the VILLAGE to perform the service.
- (2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (4) Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains

public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

J. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

ALL-SITE CONSTRUCTION, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____
DARRYL AUBREY, MAYOR
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY



PROPOSAL

PROPOSAL SUBMITTED TO: Village of North Palm Beach 501 US Hwy North Palm Beach FL Attention: Chuck Huff	Sent Via Email: chuff@village-npb.org Phone: 561-841-3380	DATE 12/27/2021
JOB NAME: Golf Maintenance Building	JOB LOCATION: NPB Country Club North Palm Beach FL 33409	
SCOPE DESCRIPTION: Golf Maintenance Building Roof Restoration		

WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES AS FOLLOWS:

DESCRIPTION OF WORK

1. Pressure clean roofs
2. Apply Aimes Iron (2 coats) on metal roofs
3. Apply (2 coats) client selected product on flat roof
4. Total estimated materials and labor cost for the sum of \$15,015.00

TOTAL AMOUNT \$15,015.00

Yours sincerely,
ALL-SITE CONSTRUCTION, INC.
Leza Saffold
President

**VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Chuck Huff, Director of Public Works

DATE: January 27, 2022

SUBJECT: **RESOLUTION – Approval of a FY 2022 blanket purchase order to Flying Scot, Inc. for sidewalk removal and replacement in an amount not to exceed \$50,000.**

Village Staff is continuing its efforts to repair and improve the public sidewalks throughout the Village to improve safety, ensure ADA Compliance and enhance the community utilizing Infrastructure Surtax dollars. Sidewalk removal and replacement locations are identified as inspections are conducted or in conjunction with current ongoing milling and repaving projects. Earlier in the fiscal year, the Village Manager authorized the issuance of a blanket purchase order in the amount of \$25,000 to Flying Scot, Inc. for various sidewalk repairs, as needed. To date, the Village has expended \$30,872.50 with this vendor for the following services:

Description	Amount
Veterans Park ADA sidewalk installation	\$4,512.50
Country Club Dr. sidewalk repairs	6,647.50
Community Center sidewalk repairs	4,045.00
Sidewalk removal & replacement including 521 Overlook Repair	15,667.50
Total	\$30,872.50

Staff is estimating that an additional \$19,000 is needed for these services for the remainder of the current fiscal year. With this additional blanket purchase order, the total FY 2022 estimated expense to this vendor is \$50,000. In accordance with the Village's purchasing policies and procedures, Village Council approval is required for blanket purchase orders in excess of \$25,000:

“Blanket purchase orders in excess of \$25,000 shall be approved by the Village Council, provided, however, that blanket purchase orders in excess of \$25,000 and up to \$50,000 shall be placed on the Consent Agenda”

Village Staff is recommending utilizing the recent City of Palm Beach Gardens Contract Number ITB2020-124PS that was executed on November 25, 2020. This contract received thirteen (13) bidders on miscellaneous Public Works Projects, and Flying Scot, Inc. was determined to be the lowest qualified bidder for sidewalk repair. The Village's purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts.

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Infrastructure Surtax	Public Works/ Streets & Grounds	17321-66210	Construction & Major Renovation	\$50,000

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the issuance of a FY 2022 blanket purchase order to Flying Scot Inc. at a total cost not to exceed \$50,000, with funds expended from Account No. 17321-66210 (Streets & Grounds - Construction & Major Renovation), utilizing pricing established in an existing City of Palm Beach Gardens Contract in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$50,000 WITH FLYING SCOT, INC. FOR SIDEWALK REMOVAL, REPLACEMENT AND REHABILITATION UTILIZING PRICING ESTABLISHED IN AN EXISTING CITY OF PALM BEACH GARDENS CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's Purchasing Policies and Procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year; and

WHEREAS, Village Staff is recommending approval of the issuance of a blanket purchase order for sidewalk removal, replacement and rehabilitation to Flying Scot Inc. utilizing pricing established in an existing City of Palm Beach Gardens Agreement for Miscellaneous Public Works Projects (ITB2020-124PS); and

WHEREAS, because the cumulative total of blanket purchase orders issued to this single vendor will exceed \$25,000 for current fiscal year, Village Council approval is required; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the issuance of a Fiscal Year 2022 blanket purchase order to Flying Scot Inc. in an amount not to exceed \$50,000.00, with funds expended from Account No. I7321-66210 (Streets & Grounds - Construction & Major Renovation), for sidewalk removal, replacement and rehabilitation utilizing pricing established in an existing City of Palm Beach Gardens Agreement for Miscellaneous Public Works Projects (ITB2020-124PS).

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

VILLAGE OF NORTH PALM BEACH VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council
THRU: Andrew D. Lukasik, Village Manager
FROM: Leonard G. Rubin, Village Attorney
DATE: January 27, 2022
SUBJECT: **RESOLUTION – Adopting a fine schedule and delinquent fee for parking citations**

Through the adoption of Ordinance No. 2022-02 on January 13, 2022, the Village Council adopted additional regulations applicable to parking, standing and stopping within the Village and updated the procedural requirements for the issuance of parking citations. Section 18-38 of the Village code now provides that, with the exception of parking in spaces designated for the physically disabled (for which the fine is \$250.00), the Village Council shall adopt a fine schedule and delinquent fee for all parking citations, including citations issued for violations applicable to the boat launching area at Anchorage Park.

Under the prior ordinance, the general fine for parking citations was \$25.00. This is in line with the fines charged by other municipalities in northern Palm Beach County:

Palm Beach Gardens	\$25.00
Juno Beach	\$25.00
Tequesta	\$20.00
Jupiter	\$40.00
Riviera Beach	\$25.00

Based on the foregoing, Staff is not recommending any changes to the general fine amount. Additionally, Staff is recommending no change to the fines for violations of Section 5-33 (parking at the Anchorage Park boat ramp without a Village launch ramp sticker permanently affixed to the vehicle) and Section 5-35 (parking outside of designated areas at Anchorage Park and leaving a boat or boat trailer at the launching area for more than 24 hours). The fines for these violations are \$50.00 for a first violation and \$100 for any subsequent violation.

By adopting these fines by Resolution, the Village Council retains the authority to revise or modify them by subsequent Resolution. Additionally, Staff is recommending the adoption of a delinquent fee in the amount of \$25.00 for failure to pay the fine within the time specified in the citation. As set forth in Ordinance No. 2022-02, if a person challenges a citation and the citation is upheld or if a person fails to pay or challenge a citation, the Special Magistrate may assess a fine of up to \$150.00 plus administrative costs.

The attached Resolution has been prepared and reviewed by this office for legal sufficiency. There is no fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution adopting a fine schedule and delinquent fee for parking citations in accordance with Village policies and procedures.

1
2
RESOLUTION 2022-__

3 A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH
4 PALM BEACH, FLORIDA, ADOPTING A FINE SCHEDULE AND DELINQUENT
5 FEE FOR PARKING CITATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

6
7 WHEREAS, through the adoption of Ordinance No. 2022-02 on January 13, 2022, the Village Council
8 adopted additional regulations applicable to parking, stopping and standing within the Village and updated
9 the procedure requirements for the issuance of parking citations; and

10
11 WHEREAS, Section 18-38 of the Village Code now provides that with the exception of parking in spaces
12 designated for the physically disabled (for which the fine is \$250.00), the Village Council shall adopt a fine
13 schedule and delinquent fee for all parking citations, including citations issued for violations applicable to
14 the boat launching area at Anchorage Park; and

15
16 WHEREAS, the Village Council determines that the adoption of this Resolution is in the interests of the
17 public health, safety and welfare.

18
19 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF
20 NORTH PALM BEACH, FLORIDA as follows:

21
22 Section 1. The foregoing recitals are hereby ratified and incorporated herein.

23
24 Section 2. The Village Council hereby adopts the following fine schedule and delinquent fee for
25 parking citations within the Village:

26		
27	Parking Citation Fine:	\$25.00
28	Delinquent Fee:	\$25.00
29		
30	Fine for Violations of Village Code Section	\$50.00 (first violation)
31	5-33 or 5-35 (Boat Launching Area):	\$100.00 (any subsequent violation)
32		

33 Section 3. This Resolution shall take effect immediately upon adoption.

34
35 PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

36
37
38 (Village Seal)

MAYOR

39
40 ATTEST:

41
42
43 _____
VILLAGE CLERK
44



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Business Advisory Board

MINUTES

Village Hall Conference Room

**Tuesday, October 19, 2021
5:30 pm**

1. Call to Order: Chairperson Jones called the meeting to order at 5:31 pm.
2. Roll Call:
 - Present: Nina Balgar, Marshall Gillespie, Adam Jones, Nathan Kennedy, Dave Talley, Ronald Lantz
 - Present via Zoom: Veronica Frehm (technical issues, not able to connect)
 - Also Present: Andy Lukasik, Village Manager; David Norris, Councilmember
3. The Minutes of the September 21, 2021 regular meeting were approved.
4. Discussion of Business Networking Event:
 - a. Noel Martinez, President and CEO of the Palm Beach North Chamber of Commerce, will be the Advisory Board's guest and participate in a discussion with the Board regarding the goals, logistics and likely outcomes from networking events and local business initiatives.
 - b. Goal will be to have an informal meet & greet to introduce business operators/owners to one another and begin to determine what issues are important to them and how the Village can assist.
 - c. Event will take place on December 8 in the Country Club Grand Ballroom:
 - i. 7:45 am registration
 - ii. 8:00-9:00 am program
5. Next meetings: the next meeting will be on November 16, 2021 at 5:30 pm in the Village Hall Conference Room.
6. Adjournment: the meeting adjourned at 6:24 pm.

VILLAGE OF NORTH PALM BEACH
GOLF ADVISORY BOARD
Minutes of November 15, 2021

I. CALL TO ORDER

A. The meeting was called to order by Chairman Steve Mathison at 6:00 p.m.

II. ROLL CALL

A. <u>Board:</u>	Present	Absent
Stephen Mathison – Chairman	x	
Rich Pizzolato – Vice Chairman	x	
Curtis Witters – Secretary	x	
Jeff Egizio – Member	x	
Landon Wells – Member	x	
Orlando Puyol – Member	x	
Sandra Felis – Member	x	
B. <u>Staff Members:</u>		
Allan Bowman, Director of Golf	x	
Beth Davis, General Manager	x	
Lenore Dingle, Membership Coordinator		
C. <u>Council Members:</u>		
Darryl Aubrey		
Susan Bickel		
Mark Mullinix		
David Norris	x	
Deborah Searcy	x	

D. Public Present:

III. APPROVAL OF MEETING MINUTES

A. Minutes of the October 25, 2021, GAB Meeting were approved 6-0.

IV. ADMINISTRATIVE REPORTS

Golf Report. Allan Bowman, Director of Golf, delivered his report.

Range Ball Machines. We continue to have problems with the ball machines on the driving range. New machines are on order and should arrive in 4-6 weeks. The new machines will tie into our existing software.

Rounds. Through October course revenue was up \$90,000 over last year. Golf shop revenue is up \$9,000. We have had a 25% increase in rounds played, with a \$2 per round increase in revenue.

Golf course. Allan walked the course yesterday. While the course was wet from the rain, the greens are in good condition. The number of unfilled divots on the course is disappointing. We need to slow down the amount of play on the course to allow more time for maintenance. Allan suggested that perhaps 20 less rounds per day would allow time for the needed maintenance.

Projects.

Work on the new shelter in the staging area began today.

The standing clock has been pushed back to 2022.

Tree trimming should be completed within 5 days.

We are waiting for more proposals for the shelter for the starter at the 1st tee.

New golf carts are scheduled to be delivered by Thanksgiving.

V. DISCUSSION TOPICS

Rich Pizzolato made a presentation discussing the potential application of the surplus generated in course revenue. The surplus from golf operations for 2020/2021 is \$712,545.

Possible uses of the surplus are:

1. More funds to be allocated to course maintenance.
2. Long term capital projects.
3. Reserve for future expenditures.

Rich recommends that we ask the golf staff to formulate a plan for Long Term Capital Improvement Projects for review by the Golf Advisory Board.

VI. ADJOURNMENT

The meeting was adjourned at 7:00 p.m.

The next meeting will be January 17, 2022.

Minutes by Curtis L. Witters, Secretary.

**VILLAGE OF NORTH PALM BEACH
LIBRARY ADVISORY BOARED MEETING MINUTES
NOVEMBER 23, 2021**

CALL TO ORDER

Chairperson Christine DelGuzzi called the meeting to order at 7:02 PM.

ROLL CALL

Present: Julie Morrell, Library Manager
Christine DelGuzzi, Chairperson
Bonnie Jenkins, Secretary
Carolyn Kost, Member
Brad Avakian, Member
Tina Chippas, Member
Darryl Aubrey, Mayor

Excused: Phyllis Wissner, Vice Chairperson
Leslie Metz, Member

APPROVAL OF MINUTES

Minutes for the October 26, 2021 meeting were approved after a motion made by Carolyn Kost and seconded by Tina Chippas.

LIBRARIAN’S REPORT

Library Manager Julie Morrell reported the following:

- The front stair treads and cove base were glued back into place in the lobby.
- Carpet quotes have come in and are being reviewed; a quote for vinyl planks has been requested for comparison.
- Quotes for new shelving on wheels is being sought; wheeled so that shelves can be moved during the re-flooring without needing to remove the books.
- One of the two vacant positions is being split between two of the part-time clerks; one position will be posted shortly.
- Children’s Programming
 - There are currently two story times each week averaging 10-15 children each. Wednesday story time has been postponed through December due to scheduling conflicts and low attendance.
 - Marilyn from Parks has been cross-trained to assist with story time.
 - Read for the Record numbers reached 533 children with help from Village Council and board members. Children were read to in-person and virtually to the public.
 - “Story time with the League” will begin the first Saturday of December and every month for preschool children by the Junior League.
- Teen Programming:

- Haunted House was held October 29th – October 31st with a carnival and hayride on the 30th.
 - The initial run of tickets sold out and additional tickets were printed.
 - An estimated 500 persons attended all three days.
 - Net profits for the event was \$3,425.21
 - S.O.F.T.
 - Programs has been filled.
 - Average daily attendance is 24.
- **Adult Programming:**
 - Knit and Crochet continues on Mondays averaging 10 members each time.
 - Quilting group is back on Friday’s averaging four members.
 - Yoga in the Park with Mi Sun had 15 people so far.
 - Adult Crafts had 13 people attend and make pumpkin table decorations.
 - Author Kristy Woodson Harvey sent a thank you card for the October Books and Bites program.
 - Additional authors have been contacted, with Charles Todd being booked for February. (He also waived his usual fee.)
 - The Palm Beach Historical Society brought their “Postcards from the Palm Beaches” display to the Library. It will remain until through December.
 - Friends of the Library Thanksgiving Raffle with a \$100.00 Publix gift card sold over 500 tickets
 - \$574.00 was raised
 - The next raffle will be for a \$100 Honey Baked Ham Store gift card. Drawing will be December 15th.
- Circulation is coming back up to pre-COVID stats continues to increase, whereas print circulation is still depressed.
 - Six new Kindles were put into rotation.
 - Still have SEFLIN hotspots, and may be getting additional ones.
- Self-check out stations are being looked out through a grant from the American Rescue Plan.

OLD BUSINESS

None

NEW BUSINESS

Tina Chippas moved that the December meeting of the Library Advisory Board Meetings be canceled. Motion was seconded by Brad Avakian and passed unanimously.

QUESTIONS AND ANSWERS

ADJOURNMENT

A motion to adjourn the meeting was made by Carolyn Kost and seconded by Brad Avakian. The meeting was adjourned at 7:25 PM.

Respectfully submitted by Bonnie Jenkins



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Environmental Committee Meeting

MINUTES

Anchorage Park

Monday, December 6, 2021

6:00 pm

1. Call to Order: Chairperson Marcus called the meeting to order at 6:00 pm.
2. Roll Call:
Present: Karen Marcus, Lisa Interlandi, Mary Phillips, Shawn Woods, Ellen Allen, Kendra Zellner, Camille Carroll
Also Present: Andy Lukasik, Village Manager; Debbie Searcy, Vice Mayor
3. Public Comments:
 - a. Jim Cummins – supports community greening
 - b. Chris Ryder – supports trees in swales, liked John's suggestion, low spot in system, very hard to reinforce.
4. The Minutes of the November 1, 2021 regular meeting were approved.
5. Urban Garden:
 - a. The next meeting will be on Saturday, December 18, 2021 at 9:00 am.
 - b. Committee "To Do" List:
 - i. Organize a board – roles, tasks, etc.
 - ii. Signage.
 - iii. Tiki Hut.
 - c. Future Investment – ask staff to look into program/scope.
 - d. The Village will continue to manage finances for the short-term.
 - e. There will be a kick-off event in January 2022.
6. Lakeside Park Berm:
 - a. John Lebeau – Lakeside Park Sea Grapes are probably 50 years old. Erosion – replant new Sea Grapes and Mangroves.

7. Residential Code:
 - a. Zoning in Progress agenda item was approved.
 - b. The committee recommended discussing impervious surfaces at the next meeting and will invite the Ad Hoc Committee.
8. Speaker Series:
 - a. The Reef Institute - Saturday, January 22 from 10:00 am – 11:00 am in the Farmer’s Table ballroom.
9. Ban on Plastics - Business Promotion – incentives for elimination of single use plastics:
 - a. The committee suggested the Village implement a ban on Styrofoam policy and promote appropriate recycling through the Public Works Department.
 - b. The committee discussed asking the Village to no longer purchase any Styrofoam materials for their facilities.
10. Natural Shoreline protection; code language:
 - a. Andy Lukasik stated that the Waterways Advisory Board reviewed the Town of Jupiter’s Code provisions and directed recreation staff to work on language similar to the Town’s in terms of encouraging a natural shoreline.
11. Golf Course Ponds – Littoral Planting Plans:
 - a. Aquatic planting plans provided by Swanson Golf Design were discussed.
12. Clean Up Events:
 - a. The committee stated that the Reef Institute will host a clean up on January 8 at Peanut Island that will include snorkeling, kayaking and water taxi clean-up.
13. Community Greening Discussion:
 - a. The committee agreed to place this item on the next meeting agenda.
 - b. Possible resident presenters are Brad Hubert or Mark Cassini.
14. Next meetings: the next meeting will be on January 10, 2022 at 6:00 pm in the Anchorage Park building.
15. Adjournment: the meeting adjourned at 7:00 pm.



**VILLAGE OF NORTH PALM BEACH
PLANNING COMMISSION
REGULAR MEETING MINUTES
TUESDAY DECEMBER 7, 2021**

Present: Cory Cross, Chairman
Donald Solodar, Vice Chair
Thomas Hogarth, Member
Jonathan Haigh, Member
Kathryn DeWitt, Member
Nathan Kennedy, Member

Not Present: Scott Hicks, Member

Len Rubin, Village Attorney
Jeremy Hubsch, Community Development Director
Alex Ahrenholz, Principal Planner
Andrew Lukasik, Village Manager

Council Members: David Norris, Mark Mullinix

.....
I. CALL TO ORDER

Chairman Cross called the meeting to order at 6:30 PM.

A. ROLL CALL

All members of the Planning Commission were present except Mr. Hicks, who will be participating via Zoom but will not be able to vote.

II. APPROVAL OF MINUTES

The Minutes of the November 9, 2021 Regular Meeting were approved as written.

III. DECLARATION OF EX PARTE COMMUNICATIONS

The Planning Commission Members met individually with the applicant of the 200 Yacht Club Dr. project.

IV. QUASI JUDICIAL MATTERS / PUBLIC HEARING

Attorney Len Rubin swears in all persons speaking.

A. RECOMMENDATIONS TO VILLAGE COUNCIL

1. 2020-2238, 200 Yacht Club Drive

Application by Robbins NPB LLC, for a 206 unit multifamily development with 1,578 SF commercial and 4 live-work units.

Minutes of Village Planning Commission Regular Meeting held on December 7, 2021

Village Manager Andrew Lukasik provided opening comments on the project as it is the first application to be brought forth under the provisions of the new code. In 2016, a charrette process was held to create a Master Plan for the Village, based on resident's input. A Form Based Code was created in 2018 to visualize the revitalization of US 1, increase economic redevelopment, reusing properties that have lost their usefulness, and provide incentives for development. In the Fall of 2020, the Code was adopted. It is important to highlight the components of this project that support the objectives of the Master Plan and the Code.

Ken Tuma, Urban Design Studio, 610 Clematis St. #CU02, West Palm Beach, was present to represent the project. He explained the plan includes compact, mixed-use buildings, new rental units, and active live/work units. The architecture is consistent with the Florida Vernacular style, one of the suggested architectural styles in the Village's new Architectural Guidelines. The site has been designed to have multiple structures with varying rooflines and building heights. The buildings have been pushed closer to US-1, in order to conceal parking from US-1 and to create additional separation from single-family residential dwellings to the east. Public courtyards are located along US-1 that will be lined with commercial uses and active live-work units. Adjacent to the courtyards will be a multi-use roadway that can hold special events, such as food truck night's or farmer's markets. The project will also have a rooftop pool, clubhouse, fitness center, yoga studio, bocce court, and co-working space, in addition to the adjacent commercial uses and public courtyards.

The project is providing a 20-foot access easement for a future street at the south end of the property, and also includes significant pedestrian amenities, such as new bench and seating area for the Palm Tran bus stop at the US-1 and Yacht Club Drive intersection, an expanded sidewalk from 5 feet to 8 feet along US-1, undergrounding of utilities, and a donation of \$125,000 to the Village to facilitate the future construction of a new road on the south side of the project.

Mr. Tuma stated that they are requesting five (5) Waivers. 1. A waiver to allow 5 stories rather than 4 stories, allowing an additional story that is 60% of the floor area below, for a 30% variation from the floor area permitted without a waiver; 2. A waiver to increase or reduce the storefront building frontage allowances; 3. A waiver to allow one (1) building identification sign on a non-street frontage for Building C; 4. A waiver to remove the 25 foot setback requirement for building wall signs as front building has a setback of 0 feet due to code-required build-to-zones; and 5. A waiver to allow landscaping and courtyards to encroach into the seven (7) foot sidewalk easement along the US 1 frontage. He provided detailed explanations for why the requested waivers are consistent with the waiver standards within Section 45-51 of the Village Code.

The Chairman opened the floor for public comments.

Mr. Ralph Gould, 907 Marina Dr. #307, spoke in favor of the project.

Ms. Diane Smith, 37 Yacht Club Dr. #204, spoke in opposition to the project.

Mr. Chris Ryder, 118 Dory Rd. S., spoke in opposition to the project.

Ms. Peggy Girard, 52 Yacht Club Dr. #104, spoke in opposition to the project.

Dr. Kevin Dyer, 52 Yacht Club Dr. #302, spoke in favor of the project.

Ms. Donna Harshaw, 143 Yacht Club Dr. #5, spoke in opposition to the project.

Mr. Bill Rose, 36 Yacht Club Dr. #106, spoke in opposition to the project.

Mr. John Signorino, 873 Fathom Rd. W., spoke in opposition to the project.

Ms. Patricia Williamson, 849 Fathom Rd. W., spoke in opposition to the project.

Jenn & Billy Baynes, 867 Fathom Rd. W., spoke in opposition to the project.

Mr. Ryan Nagel, 136 Cruiser Rd. S., spoke in opposition to the project.

Minutes of Village Planning Commission Regular Meeting held on December 7, 2021

Ms. Debra Cross, 2560 Pepperwood Circle S., spoke in opposition to the project.

Mr. Mike Bie, 907 Marina Dr. #110, spoke in opposition to the project.

Mr. Devon Kirkpatrick, 148 Yacht Club Dr. #3, spoke in opposition to the project.

There being no further public comments, the Chairman closed the public comments.

Mr. Tuma and Mr. Hubsch addressed the comments from the public.

Mr. Bryan Kelley, P.E., Simmons & White, 2581 Metrocentre Blvd. #3, West Palm Beach, also addressed the comments from the public on behalf of the project.

Ms. Susan O'Rourke, P.E., O'Rourke Engineering & Planning, 696 S.E. Federal Highway #102, Stuart, addressed comments from the Planning Commission.

Mr. Joe Gomes, Spina O'Rourke, 285 Banyan Blvd., West Palm Beach, addressed comments from the Planning Commission.

Mr. Jamie Parish, Simmons & White, 2581 Metrocentre Blvd. #3, West Palm Beach, addressed comments from the Planning Commission.

The Planning Commissions members discussed what the motivation is for the live/work units as opposed to commercial space; whether there are any local examples of live/work communities; primarily residential development with some commercial built in, after two year if no tenant, turn into rental unit or a passive use; not in favor of Condition #18; whether the applicant would need to come back to Planning Commission for a site plan amendment to turn the live/work units in to residential units; what is the trash/refuse collection plan; whether there is a condition that references annual rentals and not short term rentals; whether the condition of six (6) special events is limited to per year or per month; whether the construction of a one lane road at the south end of the project is an option; whether there is potential for improving the function of the left turn on to Yacht Club Dr.; whether there can be a secondary loop detector can be added should a large of vehicles stack up at the light on Yacht Club; whether there are balconies facing the alley; whether there will be lighting proposed for the alley/photometric plan; expressed concern for the width of the sidewalk and easement along US 1; concern over Condition #18 and the two (2) year limit on non-occupancy; whether there is an opportunity to create a more business friendly plan in line with the Master Plan; whether a conceptual plan can be submitted that design details of the 20 foot one lane road; whether a study was completed to include traffic generated for two (2) restaurants and the office building; whether the lighting on the recreation deck will spill over onto other properties; what conditions are in place to mitigate sound at the pool area; how will the trash be emptied from each building and the commercial areas; and how will the water runoff be handled with the addition of asphalt and rooftops, and how will it compare with the current runoff conditions.

Motion: Mr. Haigh moved to approve the application with Staff's conditions, and the modifications to Condition #18 that active live/work units be maintained for two (2) years. If there is no tenant occupancy after that time, the units can be converted to passive live/work units. The work units can then be converted to non-office commercial units at any time, subject to review by the Community Development Director to ensure sufficient parking is provided. Add the condition that rental units are leased for a minimum of one (1) year and prohibited from being sub-leased. Add the condition that the Applicant provide a conceptual cross section for the Right of Way for the alley way/street dedication on the south end of the property line. Modify Condition #5 to eliminate the residential courtyard encroachment in to the seven (7) foot easement. Landscape will only be allowed. Mr. Solodar seconded the motion, which passed 5-1 with Mr. Hogarth voting nay.

2. 2021-0688 Prosperity Village Final Plat

Application submitted by Prosperity Village Development LLC for final plat review of the approved eleven lot subdivision.

Principal Planner Alex Ahrenholz presented the final plat for Prosperity Village. The Village Council approved the preliminary plat. The wording of the easement dedications is the only change. There were not any physical changes required to amend site design after approval of the subdivision plan and preliminary plat. Seacoast Utility Authority additionally had comments to slightly amend the size and location of the easements being dedicated to them. All changes have been added as requested. Staff recommends approval.

The Planning Commissions members had no discussion.

Motion: Ms. Dewitt moved to approve the Final Plat for Prosperity Village. Mr. Solodar seconded the motion, which passed 6-0.

B. SITE PLAN AND APPEARANCE REVIEW

1. 2021-1775 Public Storage

Application by Interstate Signcrafters Inc. for replacement of building wall sign, monument sign, and paint colors.

Principal Planner Alex Ahrenholz presented the Staff's report and recommendation. The request submitted is for the replacement of the Public Storage building and ground signs and updated building paint colors. There was a master sign plan established for the tenant spaces to the East and West of the main self-storage entrance. The Public Storage Signage was included as a separate item within the master signage plan since it was large illuminated channel letters and not a small cabinet sign. Because the request is to amend the type of signage from the existing, as well as include new paint colors, approval from the Planning Commission is needed. The panel is proposed to be PS orange and the channel letters will be white and internally illuminated to match the national branding change from the existing orange. The sign will be in the same location as the existing sign, mounted at 18 ft and exactly at 55 SF, which is a maximum allowed. The monument sign is proposed to remain in the same location, with the existing base. The cabinet on top will be replaced with the same look and colors as the building sign, but the corners will be rounded. The letters will be white and the background the PPG PS Orange. The base will be painted PPG 1024-1 Off-white, which will be similar to the new building paint color. The building paint colors are also changing from the existing beige with green accent shutters to PPG Winter Mood for the façade and Moth Gray for the shutters and trim. There will be no architectural changes to the façade, and all landscaping will remain. Staff does not recommend any conditions of approval.

The Planning Commissions members discussed a dislike of cabinet signs, and whether the Planning Commission should encourage future monument sign changes to have more architectural details.

Motion: Dr. Kennedy moved to approve the application as submitted. Mr. Haigh seconded the motion, which passed 6-0.

C. BOARD OF ADJUSTMENT

1. 932 Shore Dr. Appeal – Continued to January’s meeting

Application submitted by NP Management LLC for an appeal to the administrative denial of permit 2021-1516.

V. ADMINISTRATION MATTERS

A. Staff Updates:

- Next meeting would be January 4, 2022. Staff is recommending moving it to January 11th to accommodate those traveling from the holidays. Planning Commission members requested the meeting start at 7:00 PM on the 11th to accommodate scheduling conflict of a few of the members.

B. Commission Member Comments:

- The Planning Commission commended staff for the excellent work they did regarding the 200 Yacht Club Dr. project.
- Recommendation that the new Code be reviewed with several waivers having been approved with the 200 Yacht Club Dr. project.
- Discussion regarding the US 1 lane reduction plan.

VI. ADJOURNMENT

With there being no further business to come before the Board, the meeting adjourned at 9:44 PM.

Minutes typed by Jane Lerner

VILLAGE OF NORTH PALM BEACH PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Keith Davis, Fleet Manager

DATE: January 27, 2022

SUBJECT: **RESOLUTION – Approval of a five-year lease agreement with Pinnacle Public Finance, Inc. for the acquisition of five (5) Police Department vehicles, one (1) Fire Department vehicle and one (1) Solid Waste Department vehicle**

Vehicle purchases and leases are part of the Village’s Capital Improvement Plan. During the Fiscal Year 2022 budgetary process, each Department identified its need for vehicles. The requests were then reviewed by the Vehicle Committee that is comprised of representatives of all user groups. The Committee agreed that the following vehicles need to be purchased during Fiscal Year 2022:

Police Department Vehicles (Total Cost (including outfitting cost) for five (5) vehicles = \$259,103.10)

- Vendors: Bartow Ford Company of Bartow, Florida
- Vehicle(s): 2022 Ford Interceptor Utility – V6 (Unmarked Unit)
 2022 Ford Interceptor Utility – V6 (Unmarked Unit)
 2021 Ford Interceptor Utility – V6 (Marked Unit)
 2021 Ford Interceptor Utility – V6 (Marked Unit)
 2021 Ford Interceptor Utility – V6 (Marked Unit)
- Pricing: Charlotte County Contract Number 21-541 (Vehicles – Annual Contract) breakdown by vehicle is shown in the table below.
- Equipment: Outfitting of the vehicles from Dana Safety Supply utilizing the City of Miami Bid/Contract Number 1301386 (Purchase and/or installation of Municipal Vehicle Equipment Citywide).

Description	Bartow Ford		Dana Safety Supply		Total Cost
	Vehicle	Price	Quote #	Price	
Marked Unit	2021 Explorer	\$35,739.16	418666	\$15,411.90	\$51,151.06
Marked Unit	2021 Explorer	\$35,739.16	418666	\$15,411.90	\$51,151.06
Marked Unit	2021 Explorer	\$35,739.16	418666	\$15,411.90	\$51,151.06
Unmarked Unit	2022 Explorer	\$38,582.06	421629	\$14,242.90	\$52,824.96
Unmarked Unit	2022 Explorer	\$38,582.06	421629	\$14,242.90	\$52,824.96
Total		\$184,381.60		\$74,721.50	\$259,103.10

Compared to the adopted budget, there is one additional marked police vehicle being acquired. The additional vehicle is to accommodate the two (2) additional officers that were included in the FY2022 budget. Additionally, note that staff is maintaining two (2) additional vehicles in the fleet (as opposed to

identifying them as surplus) to serve as spares to better protect operational integrity when vehicles are being repaired.

Solid Waste Department Vehicle (Total Cost for one (1) vehicle = \$160,877.00)

Vendor: Nextran Truck Center of Riviera Beach, Florida
Vehicle: 2022 Mack MD7 Rear Load Collection Truck
Pricing: Florida Sheriffs Association Contract FSA20-VEH18.0 (Heavy Trucks)
Equipment: Southern Sewer Equipment Sales

Nextran Corporation		
Description	Vehicle	Price
Rear Load Collection Truck	2022 Mack MD7	\$160,877.00
Total		\$160,877.00

The rear load truck is smaller than those that are currently in our solid waste fleet. A smaller truck is more efficient and meets our service needs based upon history of vegetation collection. In short, we are not collecting enough vegetative debris to warrant the large truck. The new truck will be equipped with a single axle versus a dual axle thus saving on tire replacement. The truck will also have a reduced capacity of 16 yards versus our current 24 yards. The smaller truck costs approximately \$70,000 less than the larger rear load packer trucks.

Fire-Department Vehicles (Total Cost for one (1) vehicle = \$62,731.97)

Vendor: Stingray Chevrolet Company of Plant City, Florida
Vehicle(s): 2022 Chevrolet Suburban
Pricing: Florida Sheriffs Association Contract Number FSA20-VEL28.0 (Pursuit, Administrative, and Other Vehicles)
Equipment: Outfitting of the vehicle is from Stingray Chevrolet

Stingray Chevrolet		
Description	Vehicle	Price
Fire Rescue SUV	2022 Chevrolet Suburban	\$62,731.97
Total		\$62,731.97

Lease Information:

The total cost of the above vehicles is \$482,712.07.
The vehicles will be leased through Pinnacle Public Finance, Inc. Some information about the lease agreement is summarized below:

- Lease term: Five (5) years;
- Interest rate: 1.74%;
- Payment Amount / Frequency: \$25,471.90 / Quarter;
- Total cost (principal + interest): \$509,437.97;
- Bank will pay the vendor directly on behalf of the Village upon delivery and acceptance of vehicles;
- and

- To accommodate the timing differences on the delivery of the vehicles:
 - Funds will be held in an escrow account to pay invoices as vehicles are delivered and accepted (bank will provide a non-interest-bearing escrow account free of charge to the Village); and
 - 1st payment will not be due until November 2022.

The Village allocated approximately \$88,000 in the budget to pay debt associated with the acquisition of the new vehicles. Since the first payment won't occur until early in FY2023, it should be noted that the Village will be under budgeted debt expenditures by that amount at year end.

Surplus Vehicle Information:

When the new vehicles are delivered and placed in service, Village Staff is recommending the surplus of the following vehicles:

Unit No.	Description	VIN
374	Marked Ford Taurus (2014)	1FAHP2MT0EG155084
391	Marked Ford Taurus (2016)	1FAHP2MK0GG109961
218	Marked Ford Explorer (2013)	1FM5K7AR9DGC26231
62	Sterling Rear Load Dump Truck (2006)	2FZHATDC16AV94233
300	GMC Suburban (2004)	1GKGC26U64R277768

Account Information:

Fund	Department	Account Number	Account Description	Total Financed	Quarterly Payment	Total Payments for 5 Years
General Fund	Debt Service	A8535-49158	Vehicle Lease	\$482,712.07	\$25,471.90	\$509,437.97

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency.

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution approving the lease of the seven (7) vehicles identified above through Pinnacle Public Finance at a total cost of \$509,437.97 over a term of five years, with funds expended from A8535-49158 (Debt Service – Vehicle Lease), authorizing the Village Manager to execute the necessary Lease Agreements and related documents and declaring five (5) vehicles as surplus and authorizing their disposal in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE LEASE OF FIVE NEW POLICE DEPARTMENT VEHICLES ACQUIRED FROM BARTOW FORD CO. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CHARLOTTE COUNTY CONTRACT AND EQUIPPED BY DANA SAFETY SUPPLY PURSUANT TO AN EXISTING CITY OF MIAMI CONTRACT, ONE NEW SANITATION VEHICLE ACQUIRED FROM NEXTRAN CORPORATION D/B/A NEXTRAN TRUCK CENTER PURSUANT TO PRICING ESTABLISHED IN AN EXISTING FLORIDA SHERIFF'S ASSOCIATION CONTRACT, AND ONE NEW FIRE RESCUE DEPARTMENT VEHICLE ACQUIRED FROM STINGRAY CHEVROLET PURSUANT TO PRICING ESTABLISHED IN AN EXISTING FLORIDA SHERIFF'S ASSOCIATION CONTRACT; APPROVING A FIVE-YEAR LEASE AGREEMENT WITH PINNACLE PUBLIC FINANCE INC.; DECLARING FIVE EXISTING VEHICLES AS SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended the lease of seven new vehicles (five vehicles for the Police Department, one vehicle for the Public Works/Sanitation Department, and one vehicle for the Fire Rescue Department) through Pinnacle Public Finance, Inc.; and

WHEREAS, the Police Department vehicles will be acquired from Bartow Ford Co. utilizing pricing established in an existing Charlotte County Contract (Contract No. 21-541 Vehicles – Annual Contract) and will be equipped by Dana Safety Supply pursuant to pricing established in an existing City of Miami Contract (Bid No. 1301386 – Purchase and/or Installation of Municipal Vehicle Equipment Citywide); and

WHEREAS, the Public Works/Sanitation Department vehicle will be acquired from Nextran Corporation d/b/a Nextran Truck Center of Riviera Beach pursuant to pricing established in an existing Florida Sheriff's Association Contract (Contract No. FSA20-VEH18.0 (Heavy Trucks)); and

WHEREAS, the Fire Rescue Department Vehicle will be acquired from Stingray Chevrolet pursuant to pricing established in an existing Florida Sheriff's Association Contract (Contract No. FSA20-VEL28.0 (Pursuit, Administrative and Other Vehicles)); and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves the acquisition of the following vehicles and the leasing of such vehicle for a five-year term through Pinnacle Public Finance, Inc.:

Police Department Vehicles (from Bartow Ford Co.) outfitted by Dana Safety Supply

Three (3) 2021 Ford Interceptor Utility Vehicles (Marked Units)
Two (2) 2022 Ford Interceptor Utility Vehicles (Unmarked Units)

Public Works/Sanitation Vehicle (from Nextran Corporation d/b/a Nextran Truck Center)

2022 Mack D7 Rear Load Collection Truck

Fire Rescue Department Vehicle (from Stingray Chevrolet)

2022 Chevrolet Suburban

Section 3. The total annual cost of the lease shall be \$101,887.60 (at a total cost of \$509,437.97 over the term of the lease), with funds expended from Account No. A8535-49158 (Debt Service – Vehicle Lease). The Village Council further authorizes the Village Manager to execute the required Exhibit (Schedule of Property) to the existing Master Lease Agreement, as amended, the Rental Payment Schedule and any other documents required to complete this transaction, subject to review and approval by the Village Attorney.

Section 4. Upon delivery, acceptance and placement into service of the new vehicles, the Village Council declares the following vehicles as surplus property and authorizes their disposal in accordance with Village policies and procedures:

Unit No.	Description	VIN
374	Marked Ford Taurus	1FAHP2MT0EG155084
391	Marked Ford Taurus	1FAHP2MK0GG109961
218	Marked Ford Explorer	1FM5K7AR9DGC26231
62	Sterling Rear Load Dump Truck	2FZHATDC16AV94233
300	GMC Suburban	1GKGC26U64R277768

Section 5. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



December 16, 2021
REVISED: January 12, 2022

VIA Electronic Mail

Ms. Samia Janjua
Director of Finance
Village of North Palm Beach, Florida

RE: Request for Proposals – Vehicle Lease

Dear Ms. Janjua,

Pinnacle Public Finance, Inc., a BankUnited Company, is pleased to provide this proposal to provide lease purchase financing to the Village of North Palm Beach, Florida.

Corporate Overview: In October 2010, BankUnited acquired the public finance business from Koch Financial Corporation and now operates it under the name Pinnacle Public Finance, Inc. Pinnacle is headquartered in Scottsdale, Arizona and is a market leader in providing financing directly to its state and local government clients and through its vendor programs and alliances.

Since beginning as Pinnacle, our group has funded over 2,300 municipal transactions nationwide totaling nearly \$3.3 billion. Pinnacle has the knowledge and the resources to fund complex programs that require innovative and flexible financing solutions.

Given that BankUnited is based in Florida, Pinnacle is strongly committed to meeting the needs of our Florida clients. Members of our team have successfully funded more than 50 transactions totaling over \$535 million in Florida. Pinnacle has provided financing to the Village through two capital improvement loans in the aggregate amount of \$15 million in March 2017 and five lease purchase financings of vehicles totaling more nearly \$1.9 million.

Our proposed terms and conditions are as follows:

- Lessee:** Village of North Palm Beach, Florida (“Lessee” or “Village”)
- Lessor:** Pinnacle Public Finance, Inc., a BankUnited Company (“Lessor” or “Pinnacle”)
- Issue Type:** Municipal lease purchase financing agreement (“Lease”), subject to annual appropriation.
- Amount Financed:** \$ 482,712.07
- Equipment:** It is anticipated the Village will use Lease proceeds to acquire vehicles for official use by the Village.
- Term:** Five (5) years

Payment	
Frequency:	Principal and interest will be paid quarterly in arrears.
Interest Rate:	1.74%
Interest Rate	
Expiration:	The Interest Rate is firm for thirty (30) days.
Projected	
Funding Date:	TBD
Payment Amount:	Please see the Preliminary Amortization Schedule attached.
Prepayment Terms:	Prior to the tenth quarterly payment, the Lease is not subject to prepayment. On the date of the tenth quarterly payment, the Lease will become subject to prepayment in whole, but not in part, on any payment date at a price equal to the remaining principal balance. <i>Subject to negotiation.</i>
Documentation:	It is assumed this transaction will be documented as Schedule #6 under the Master Equipment Lease Purchase Agreement the City and Pinnacle entered in February 2020.
Acquisition/	
Escrow Account:	Pinnacle will agree to deposit Lease proceeds in an escrow account with a financial institution chosen by the Village. Pinnacle will require the ability to review the escrow agreement and may request receipt of all draw requests and a regular accounting of the use of Lease proceeds. Pinnacle will require a security interest in the deposited funds. The Village will be responsible for any costs associated with the escrow account.
	Pinnacle can offer the Village an internal escrow account held by Pinnacle. This account is non-interest bearing and there is no cost to establish the account.
Additional	
Provisions:	If the Village intends to use the Lease proceeds to prepay a vendor, Pinnacle will require a payment and performance bond with Pinnacle named a dual obligee.
	Pinnacle assumes federal guidelines will be followed if proceeds are used for reimbursement.
Reporting:	The Lessor will request the Lessee agree to provide its CAFR within 210 days of the close of each fiscal year. Additionally, the Lessor will request the Lessee agree to provide such other financial information as the Lessor may reasonably request, including but not limited to, its annual budget for any prior or current fiscal year or subsequent fiscal years. <i>Subject to negotiation.</i>

Assignment: It is the Lessor’s present intention to hold the Lease to maturity; however, the Lessor will require that it reserves the right to assign, transfer or convey the Lease (or any interest therein or portion thereof) only to any of its affiliates or to banks, insurance companies or similar financial institutions or their affiliates, including participation arrangements with such entities. *Subject to negotiation.*

Fees/Closing Costs: None except those listed herein. The Village will be responsible for any fees or expenses with respect to its (i) issuing costs, if any, (ii) Village’s legal counsel, if any, and (iii) title/registration fees, if any.

Pre-Close Requirements: Pinnacle will require a complete executed copy of all transaction documents by noon the day prior to funding (a scanned copy is acceptable). Ultimately, the Lessor will require a complete transcript with original signatures.

Pinnacle’s Role As Lessor: The transaction described in this document is an arm’s length, commercial transaction between the Village and Pinnacle in which: (a) Pinnacle is acting solely as a principal (*i.e.*, as lessor) and for its own interest; (b) Pinnacle is not acting as a municipal advisor or financial advisor to the Village; (c) Pinnacle has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Village with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether Pinnacle has provided other services or is currently providing other services to the Village on other matters); (d) the only obligations Pinnacle has to the Village with respect to this transaction are set forth in the definitive transaction agreements between Pinnacle and the Village; and (e) Pinnacle is not recommending that the Village take an action with respect to the transaction described in this document, and before taking any action with respect to this transaction, the Village should discuss the information contained herein with its own legal, accounting, tax, financial and other advisors, as it deems appropriate. If the Village would like a municipal advisor in this transaction that has legal fiduciary duties to the Village, the Village is free to engage a municipal advisor to serve in that capacity.

Credit Approval: This proposal is subject to credit approval.

This proposal is subject to final credit approval and final documentation. Please feel free to call me at **480-688-4064** with any questions or further clarification.

Thank you for the opportunity to present this proposal.

Sincerely,

Blair Swain

Blair Swain
Senior Vice President, Direct Markets

Preliminary Debt Service Schedule

Totals:		\$509,437.97	\$26,725.90	\$482,712.07	Rate 1.7400%	
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	2/5/2022					\$482,712.07
1	11/5/2022	\$25,471.90	\$6,299.39	\$19,172.51	\$463,539.56	\$463,539.56
2	2/5/2023	\$25,471.90	\$2,016.40	\$23,455.50	\$440,084.06	\$440,084.06
3	5/5/2023	\$25,471.90	\$1,914.37	\$23,557.53	\$416,526.53	\$416,526.53
4	8/5/2023	\$25,471.90	\$1,811.89	\$23,660.01	\$392,866.52	\$392,866.52
5	11/5/2023	\$25,471.90	\$1,708.97	\$23,762.93	\$369,103.59	\$369,103.59
6	2/5/2024	\$25,471.90	\$1,605.60	\$23,866.30	\$345,237.29	\$345,237.29
7	5/5/2024	\$25,471.90	\$1,501.78	\$23,970.12	\$321,267.18	\$321,267.18
8	8/5/2024	\$25,471.90	\$1,397.51	\$24,074.39	\$297,192.79	\$297,192.79
9	11/5/2024	\$25,471.90	\$1,292.79	\$24,179.11	\$273,013.68	\$273,013.68
10	2/5/2025	\$25,471.90	\$1,187.61	\$24,284.29	\$248,729.39	\$248,729.39
11	5/5/2025	\$25,471.90	\$1,081.97	\$24,389.93	\$224,339.47	\$224,339.47
12	8/5/2025	\$25,471.90	\$975.88	\$24,496.02	\$199,843.44	\$199,843.44
13	11/5/2025	\$25,471.90	\$869.32	\$24,602.58	\$175,240.86	\$175,240.86
14	2/5/2026	\$25,471.90	\$762.30	\$24,709.60	\$150,531.26	\$150,531.26
15	5/5/2026	\$25,471.90	\$654.81	\$24,817.09	\$125,714.18	\$125,714.18
16	8/5/2026	\$25,471.90	\$546.86	\$24,925.04	\$100,789.13	\$100,789.13
17	11/5/2026	\$25,471.90	\$438.43	\$25,033.47	\$75,755.67	\$75,755.67
18	2/5/2027	\$25,471.90	\$329.54	\$25,142.36	\$50,613.31	\$50,613.31
19	5/5/2027	\$25,471.90	\$220.17	\$25,251.73	\$25,361.58	\$25,361.58
20	8/5/2027	\$25,471.90	\$110.32	\$25,361.58	\$0.00	\$0.00

December 1, 2021



Village of North Palm Beach
Keith Davis

DESCRIPTION

DESCRIPTION		
K8A	2021 Ford Interceptor Utility	
99B	3.3L V6 Direct-Injection Engine	
44U	10 Speed Automatic Transmission	
	Front Headlamp Prep	
86T	Rear Taillight Prep Package	
43D	Dark Car Feature	
60A	Factory Grill, Lamp, Siren & Speaker Wiring	
51T	Factory Pillar Mounted LED Spotlight	
	Voice Activated Bluetooth	
55F	Keyless Entry Fob	
76R	Reverse Sensing	
52T	Class III Trailer Tow Lighting Package	
76P	Pre-Collision Assist w/Pedestrian Detection	
	Factory Rear View Camera	
	Factory Invoice	\$38,782.00
	Government Price Concession Discount	\$2,650.00
	4.27% Contract Discount	\$1,542.84
	Two Tone Paint Doors ONLY	\$1,150.00
		\$0.00
		\$0.00
TOTAL PURCHASE AMOUNT PER UNIT		\$35,739.16

Pricing in accordance with the Charlotte County contract # 2021000541

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485

December 22, 2021



Village of North Palm Beach
Keith Davis

DESCRIPTION

DESCRIPTION	
K8A	2022 Ford Interceptor Utility
99C	3.0L V6 EcoBoost Engine
44U	10 Speed Automatic Transmission
	Front Headlamp Prep
86T	Rear Taillight Prep Package
43D	Dark Car Feature
60A	Factory Grill, Lamp, Siren & Speaker Wiring
17A	Rear Auxiliary Air Conditioning
	Voice Activated Bluetooth
55F	Keyless Entry Fob
76R	Reverse Sensing
52T	Class III Trailer Tow Lighting Package
76P	Pre-Collision Assist w/Pedestrian Detection
	Factory Rear View Camera
64E	18" Painted Aluminum Wheels
	Factory Invoice
	\$43,703.00
	Government Price Concession Discount
	\$3,400.00
	4.27% Contract Discount
	\$1,720.94
	\$0.00
	\$0.00
	\$0.00
TOTAL PURCHASE AMOUNT PER UNIT	
\$38,582.06	

Pricing in accordance with the Charlotte County contract # 2021000541

If you have any questions or need any additional information please feel free contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485



Charlotte County

Commission Chambers,
Room 119
18500 Murdock Circle
Port Charlotte, FL 33948
CharlotteCountyFL.gov

Agenda Item Summary

File #: 2021-2733

Agenda Date: 9/14/2021

Agenda Item #: 13.

DEPARTMENT MAKING REQUEST

Budget & Admin Services

Title

21-541, Award, Vehicles - Annual Contract (Fleet)

REQUESTED MOTION/ACTION

Recommended Action:

- a) Approve award of Request for Bids #21-541, Vehicles - Annual Contract to Bartow Ford, for a 4.27% discount off of Ford Factory Invoice, and a 0% mark-up on dealer installed options. Term of contract is from October 1, 2021 through and including September 30, 2022; and
- b) Authorize the County Administrator to approve the renewal options for up to two additional one-year terms, at the same prices, terms, and conditions, by mutual consent. This annual contract allows for the purchase of Ford vehicles on an as needed basis.

Budgeted Action:

No action needed. Purchases will be facilitated by Fleet, and then charged to the department as budgeted in the FY2022 budget process.

BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Background:

This is an annual contract that allows for the purchase of Ford vehicles on an as needed basis. Contractors bid a percentage discount off of the Ford Factory Invoice, and a percentage mark-up on dealer installed options. Bartow Ford was the lowest responsive/responsible bidder, which is the highest discount.



CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
ANNUAL CONTRACT FOR VEHICLES
BID NO. 2021000541

DUE DATE: AUGUST 11, 2021

DEPT: FLEET

Company Name ▶	Tamiami Ford, Inc.	Bartow Ford
Location ▶	Naples, FL	Bartow, FL
Description ▼		
% Discount off of Ford Factory Invoice	2.25%	4.27%
% Mark-up on Dealer Installed Options	9.00%	0.00%



8/10/2021

Charlotte County Purchasing Division
Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing
18500 Murdock Circle
Port Charlotte, Fl. 33948
RE: BID 2021000541, VEHICLES – ANNUAL CONTRACT

Bartow Ford will extend the Ford 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles on the following fleet vehicles for no additional charge:

- 2022 Model Year F-150 (Excluding Raptor)
- 2022 Model Year Super Duty (F-250 through F-600, pickups, and chassis cabs)
- 2022 Model Year F-59 Stripped Chassis
- 2022 Model Year F-53 Stripped Chassis
- 2022 Model Year Transit (Excluding E-Transit)
- 2022 Model Year Transit Connect
- 2023 Model Year E-Series

This limited powertrain warranty will be included in Bartow Ford's bid price for no additional charge. This extension applies to both gas and diesel powertrains.

If you have any questions or need any additional information, please feel free to contact me any time.

Respectfully yours
Richard Weissinger
Commercial Fleet Sales

**BID FORM
VEHICLES – ANNUAL CONTRACT
BID NO. 2021000541**

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Please Note: For bid evaluation purposes, award will be based on the lowest total of the following vehicle and dealer installed option purchases, calculated at the percentage discount (for vehicles) and percentage mark-up (for dealer installed options) submitted by each bidder. These quantities and descriptions are not actual and may vary considerably. They are only given as a means of determining / calculating the lowest responsive, responsible bidder.

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE (NEW VEHICLE PURCHASES) 4.27 %

PERCENTAGE MARK-UP ON DEALER INSTALLED OPTIONS 0.00 %

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 215414. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: Bartow Ford Co

(This form to be returned)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the VEHICLES – ANNUAL CONTRACT project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Table with 2 columns: Source of Supply and Subcontractor(s). Lists items like EMERGENCY & WARNING LIGHTING, BEDLINERS, TRAILER HITCH, etc., and their respective subcontractors like WHELEN, SOUND OFF, FED SIG, etc.

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Bartow Ford Co (name of business) does:

- List of 6 requirements regarding drug-free workplace, including publishing statements, informing employees, giving copies of statements, notifying employees of consequences, imposing sanctions, and making good faith efforts to maintain a drug-free workplace.

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

Signature [Handwritten Signature]
Dated 08/10/2021

Name of Bidder: Bartow Ford Co (This form to be returned)



CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
ANNUAL CONTRACT FOR VEHICLES
BID NO. 2018000509

DUE DATE: SEPTEMBER 29, 2018

DEPT: FLEET

Company Name ▶	BARTOW FORD	DON GASGARTH CHARLOTTE COUNTY FORD
Location ▶	of Bartow, FL	of Port Charlotte, FL
Description ▼		
% Discount off of Ford Factory Invoice	4.06%	0.75%
% Mark-up on Dealer Installed Options	0.00%	8.50%

A Bid was received from Desoto Auto Mall, Inc., which was deemed non-responsive.



Charlotte County

Commission Chambers,
Room 119
18500 Murdock Circle
Port Charlotte, FL 33948
CharlotteCountyFL.gov

Agenda Item Summary

File #: 2021-2733

Agenda Date: 9/14/2021

Agenda Item #: 13.

DEPARTMENT MAKING REQUEST

Budget & Admin Services

Title

21-541, Award, Vehicles - Annual Contract (Fleet)

REQUESTED MOTION/ACTION

Recommended Action:

- a) Approve award of Request for Bids #21-541, Vehicles - Annual Contract to Bartow Ford, for a 4.27% discount off of Ford Factory Invoice, and a 0% mark-up on dealer installed options. Term of contract is from October 1, 2021 through and including September 30, 2022; and
- b) Authorize the County Administrator to approve the renewal options for up to two additional one-year terms, at the same prices, terms, and conditions, by mutual consent. This annual contract allows for the purchase of Ford vehicles on an as needed basis.

Budgeted Action:

No action needed. Purchases will be facilitated by Fleet, and then charged to the department as budgeted in the FY2022 budget process.

BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

Background:

This is an annual contract that allows for the purchase of Ford vehicles on an as needed basis. Contractors bid a percentage discount off of the Ford Factory Invoice, and a percentage mark-up on dealer installed options. Bartow Ford was the lowest responsive/responsible bidder, which is the highest discount.



**CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
ANNUAL CONTRACT FOR VEHICLES
BID NO. 2021000541**

DUE DATE: AUGUST 11, 2021

DEPT: FLEET

Company Name ▶	Tamiami Ford, Inc.	Bartow Ford
Location ▶	Naples, FL	Bartow, FL
Description ▼		
% Discount off of Ford Factory Invoice	2.25%	4.27%
% Mark-up on Dealer Installed Options	9.00%	0.00%



8/10/2021

Charlotte County Purchasing Division
Kimberly A. Corbett, C.P.M., CPPB
Senior Division Manager - Purchasing
18500 Murdock Circle
Port Charlotte, Fl. 33948
RE: BID 2021000541, VEHICLES – ANNUAL CONTRACT

Bartow Ford will extend the Ford 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles on the following fleet vehicles for no additional charge:

- 2022 Model Year F-150 (Excluding Raptor)
- 2022 Model Year Super Duty (F-250 through F-600, pickups, and chassis cabs)
- 2022 Model Year F-59 Stripped Chassis
- 2022 Model Year F-53 Stripped Chassis
- 2022 Model Year Transit (Excluding E-Transit)
- 2022 Model Year Transit Connect
- 2023 Model Year E-Series

This limited powertrain warranty will be included in Bartow Ford's bid price for no additional charge. This extension applies to both gas and diesel powertrains.

If you have any questions or need any additional information, please feel free to contact me any time.



Respectfully yours
Richard Weissinger
Commercial Fleet Sales

<p align="center">BID FORM VEHICLES – ANNUAL CONTRACT BID NO. 2021000541</p>

TO: Senior Division Manager - Purchasing
 Board of County Commissioners
 Charlotte County Administration Center
 18500 Murdock Circle
 Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, and any other documentation for

VEHICLES – ANNUAL CONTRACT

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit price(s) submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

Please Note: For bid evaluation purposes, award will be based on the lowest total of the following vehicle and dealer installed option purchases, calculated at the percentage discount (for vehicles) and percentage mark-up (for dealer installed options) submitted by each bidder. These quantities and descriptions are not actual and may vary considerably. They are only given as a means of determining / calculating the lowest responsive, responsible bidder.

PERCENTAGE DISCOUNT OFF OF FORD FACTORY INVOICE (NEW VEHICLE PURCHASES) 4.27 %

PERCENTAGE MARK-UP ON DEALER INSTALLED OPTIONS 0.00 %

Reminder: From the date of the purchase order, the bidder shall have ninety (90) days to deliver (including acceptance) normal production vehicles and one hundred twenty (120) days to deliver (including acceptance) vehicles with dealer installed options.

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 215414. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: Bartow Ford Co

(This form to be returned)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the VEHICLES – ANNUAL CONTRACT project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

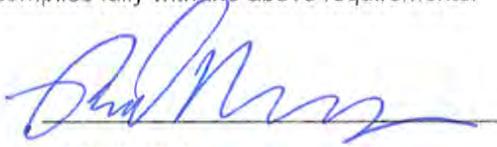
Source of Supply	Subcontractor(s)
1. EMERGENCY & WARNING LIGHTING BEDLINERS	1. WHELEN / SOUNDOFF / FED SIG / NOVA / STAR FORD / DURA LINER / RHINO LININGS / LINEX
2. TRAILER HITCH UTILITY & STAKE BODIES	2. FORD / DRAW TIGHT / REESE KNAPHEIDE / READING / PREMIER
3. CRANES DUMP BODIES	3. VENTURO / AUTO CRANE / LIFT MOORE KNAPHEIDE / RUGBY / VENCO / GODWIN
4. LIFTGATES TRUCK & VAN ACCESSORIES	4. TOMMY GATE / WALTCO MASTER RACK / RANGER / ARDIEN STEEL
5. LAP TOP MOUNTS SERVICE & PARTS MANUALS REAR MOUNTED CAMERA	5. HAVIS / JOTTO / GAMBER HELM PUBLISHING THIS IS NOW A FACTORY INSTALLED ITEM

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Bartow Ford Co
(name of business) does:

1. 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 a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. 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 employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. 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.

Signature 

Dated 08/10/2021

Name of Bidder: Bartow Ford Co

(This form to be returned)



**CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
ANNUAL CONTRACT FOR VEHICLES
BID NO. 2018000509**

DUE DATE: SEPTEMBER 29, 2018

DEPT: FLEET

Company Name ►	BARTOW FORD	DON GASGARTH CHARLOTTE COUNTY FORD
Location ►	of Bartow, FL	of Port Charlotte, FL
Description ▼		
% Discount off of Ford Factory Invoice	4.06%	0.75%
% Mark-up on Dealer Installed Options	0.00%	8.50%

A Bid was received from Desoto Auto Mall, Inc., which was deemed non-responsive.



CHARLOTTE COUNTY BOARD OF COMMISSIONERS
OFFICIAL BID TABULATION
ANNUAL CONTRACT FOR VEHICLES
BID NO. 2021000541

DUE DATE: AUGUST 11, 2021

DEPT: FLEET

Company Name ▶	Tamiami Ford, Inc.	Bartow Ford
Location ▶	Naples, FL	Bartow, FL
Description ▼		
% Discount off of Ford Factory Invoice	2.25%	4.27%
% Mark-up on Dealer Installed Options	9.00%	0.00%

Witnesses: Kathleen Lindback, CPPB, Contract Specialist

and

Stacey Trowbridge, Contract Specialist



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 2021000541
VEHICLES – ANNUAL CONTRACT

It is the intent of Charlotte County to purchase vehicles, on an “as required” basis, from a Ford Motor Company dealer. It is the specific purpose of this bid to establish a conditional contract for the required materials and to secure the cost and availability of the requirements for procurement from a source of supply that will give prompt and convenient service.

There will not be a Pre-Bid Conference for this project. Please send all questions to my email address below.

BID OPENING: 2:00 p.m., AUGUST 11, 2021
PURCHASING DIVISION CONFERENCE ROOM

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division’s website at <https://purchasingbids.charlottecountyfl.gov> under “Purchasing Bids Online”, document number 215412. Any questions can be answered by contacting Alisa L. True, CPPB, Senior Contract Specialist at 941.743.1549 or email: Alisa.True@CharlotteCountyFl.gov.

Notice of Availability
Posted: July 23, 2021

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Quote No.	418666
Customer No.	NPBPD

Telephone: 800-845-0405

Bill To

Ship To

NORTH PALM BEACH POLICE DEPT
 560 US HIGHWAY 1
 NORTH PALM BEACH, FL 33408

NORTH PALM BEACH POLICE DEPT
 560 US HIGHWAY 1
 NORTH PALM BEACH, FL 33408

Contact: GEORGE HACHIGIAN
Telephone: 561-848-2525
E-mail: ghachigian@village-npb.com

Contact: GEORGE HACHIGIAN
Telephone: 561-848-2525
E-mail: ghachigian@village-npb.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
12/06/21	GROUND SHIPMENT	FOB DESTINATION	(3) PIUT PATROL	NET30	
Entered By		Salesperson	Ordered By	Project Name	
EDWIN SALGADO		EDWIN SALGADO-Miami	HATCH		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	Y	ENGCC01243 SOI BLUEPRINT 3 CENTRAL CONTROLLER Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$ 669.00	265.0000	795.00
3	3	Y	ENGCP18001 SOI BLUEPRINT CONTROL PANEL W/ BAIL BRACKET Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$ 299.00	120.0000	360.00
3	3	Y	ENGHNK01 SOI BLUEPRINT CENTRAL CONTROLLER HARNESS KIT Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$77.00	26.0000	78.00
3	3	Y	ENGLNK002 SOI BLUEPRINT LINK FOR 15-18 F-150, 16-18 PIUT Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$517.00	230.0000	690.00
3	3	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$420.00	200.0000	600.00
12	12	Y	ENGND04101 SOI REMOTE NODE Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$376.00	125.0000	1,500.00

Print Date	12/06/21
Print Time	11:58:29 PM
Page No.	1

Printed By: EDWIN SALGADO

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
 4809 KOGER BLVD
 GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	418666
Customer No.	NPBPD

Bill To

NORTH PALM BEACH POLICE DEPT
 560 US HIGHWAY 1
 NORTH PALM BEACH, FL 33408

Ship To

NORTH PALM BEACH POLICE DEPT
 560 US HIGHWAY 1
 NORTH PALM BEACH, FL 33408

Contact: GEORGE HACHIGIAN
Telephone: 561-848-2525
E-mail: ghachigian@village-npb.com

Contact: GEORGE HACHIGIAN
Telephone: 561-848-2525
E-mail: ghachigian@village-npb.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
12/06/21	GROUND SHIPMENT	FOB DESTINATION	(3) PIUT PATROL	NET30	
Entered By	Salesperson	Ordered By	Project Name		
EDWIN SALGADO	EDWIN SALGADO-Miami	HATCH			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
12	12	Y	ENGHNK02 SOI BLUEPRINT REMOTE NODE HARNESS KIT Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$68.00	27.0000	324.00
3	3	Y	ENGSA07152 SOI BLUEPRINT 200 WATT DUAL TONE SIREN AMP Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$707.00	275.0000	825.00
6	6	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$263.00	125.0000	750.00
6	6	Y	ETSSVBK01 SOI 2020 FORD PIUT SPEAKER BUMPER MNT BRACKET Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$50.00	20.0000	120.00

Print Date	12/06/21
Print Time	11:58:29 PM
Page No.	2

Printed By: EDWIN SALGADO

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	418666
Customer No.	NPBPD

Bill To

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 NORTH PALM BEACH, FL 33408

Ship To

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Contact: GEORGE HACHIGIAN
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Contact: GEORGE HACHIGIAN
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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
12/06/21	GROUND SHIPMENT	FOB DESTINATION	(3) PIUT PATROL	NET30	
Entered By		Salesperson	Ordered By	Project Name	
EDWIN SALGADO		EDWIN SALGADO-Miami	HATCH		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	Y	ENFWB008TT SOI Ford Explorer/PI Utility w/ Option 76P (2020) Spli Warehouse: MIAM Vin #: Ford Explorer/PI Utility w/ Option 76P (2020) Split Front (DRV) D12 D12 D12 D12 D12 D12 (PAS) R_W R_W R_W B_W B_W B_W Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included) EOS# QE067411	699.0000	2,097.00
3	3	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE\$ 1,381.00 EMPAK003SP SOI MPOWER ARROW KIT, 8 MOD 18 LED TRIO LIGHTS Warehouse: MIAM Vin #: Ford Explorer/PI Utility (2020) 8 Mod Split Rear (DRV) T18 T18 T18 T18 T18 T18 T18 T18 (PAS) RBW RBW RBW RBW X X RBW RBW RBW RBW Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included) EOS: QE053641 SOI: SOUND OFF @ 45% OFF, LIST PRICE \$2,390.00	1,070.0000	3,210.00

Print Date	12/06/21
Print Time	11:58:29 PM
Page No.	3

Printed By: EDWIN SALGADO

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	418666
Customer No.	NPBPD

Bill To

Ship To

NORTH PALM BEACH POLICE DEPT
 560 US HIGHWAY 1
 NORTH PALM BEACH, FL 33408

NORTH PALM BEACH POLICE DEPT
 560 US HIGHWAY 1
 NORTH PALM BEACH, FL 33408

Contact: GEORGE HACHIGIAN
 Telephone: 561-848-2525

E-mail: ghachigian@village-npb.com

Contact: GEORGE HACHIGIAN
 Telephone: 561-848-2525

E-mail: ghachigian@village-npb.com

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
12/06/21	GROUND SHIPMENT	FOB DESTINATION	(3) PIUT PATROL	NET30	
Entered By	Salesperson	Ordered By	Project Name		
EDWIN SALGADO	EDWIN SALGADO-Miami	HATCH			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
6	6	Y	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: MIAM Vin #: (2) FRONT CORNER LED'S	58.0000	348.00
12	12	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$140.00 ELUC3H010B SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE Warehouse: MIAM Vin #: (4) REAR CORNER LED'S	58.0000	696.00
6	6	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$140.00 EMPS1STS4RBW SOI MPOWER FASCIA 3" 12-LED STUD MNT RED/BLUE/WHI Warehouse: MIAM Vin #: (2) UNDER SIDE VIEW MIRROR	84.0000	504.00
6	6	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$203.00 PMP1BKUMB1 SOI Under Mirror Mount Bracket Kit 3" mPOWER , each Warehouse: MIAM Vin #: (2) UNDER MIRROR BRACKETS SOI: SOUND OFF @ 45% OFF, LIST PRICE \$28.00	14.0000	84.00

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Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	418666
Customer No.	NPBPD

Bill To

NORTH PALM BEACH POLICE DEPT
 560 US HIGHWAY 1
 NORTH PALM BEACH, FL 33408

Ship To

NORTH PALM BEACH POLICE DEPT
 560 US HIGHWAY 1
 NORTH PALM BEACH, FL 33408

Contact: GEORGE HACHIGIAN
Telephone: 561-848-2525

E-mail: ghachigian@village-npb.com

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
12/06/21	GROUND SHIPMENT	FOB DESTINATION	(3) PIUT PATROL	NET30	
Entered By		Salesperson	Ordered By	Project Name	
EDWIN SALGADO		EDWIN SALGADO-Miami	HATCH		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
18	18	Y	EMPSA05C3-8 SOI MPOWER 4X2 36-LED STUD MNT RED/BLUE/WHITE Warehouse: MIAM Vin #: (2) FRONT FOG LIGHT AREA (2) REAR SIDE DOORS (2) REAR SIDE CARGO WINDOWS	140.0000	2,520.00
6	6	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$329.00 PMP8WDGB03 SOI 35 Degree Wedge Assembly, Black for mpower Fascia Warehouse: MIAM Vin #: (2) FRONT FOG LIGHT BRACKET	5.0000	30.00
12	12	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$11.00 PMPSABKDGAJ SOI Adjustable mounting bracket for 4x2 MPower Warehouse: MIAM Vin #: (2) REAR SIDE DOOR BRACKET (2) REAR SIDE CARGO WINDOW BRACKET SOI: SOUND OFF @ 45% OFF, LIST PRICE \$39.00	18.0000	216.00

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GREENSBORO, NC 27407

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12/06/21	GROUND SHIPMENT	FOB DESTINATION	(3) PIUT PATROL	NET30	
Entered By		Salesperson	Ordered By	Project Name	
EDWIN SALGADO		EDWIN SALGADO-Miami	HATCH		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
6	6	Y	EMPS1QMS4RBW SOI MPOWER FASCIA 3" 12-LED QUICK MNT RED/BLUE/WHI Warehouse: MIAM Vin #: (2) FRONT FACING ON SIDE VIEW MIRROR, AT45° ANGLE SOI: SOUND OFF @ 45% OFF, LIST PRICE \$203.00	84.0000	504.00
6	6	Y	EMPS2STS5RBW SOI MPOWER FASCIA 4" 18-LED STUD MNT RED/BLUE/WHI Warehouse: MIAM Vin #: (2) REAR LIC. PLATE SOI: SOUND OFF @ 45% OFF, LIST PRICE \$229.00	95.0000	570.00
6	6	Y	EMPS2QMS5RBW SOI MPOWER FASCIA 4" 18-LED QUICK MNT RED/BLUE/WHI Warehouse: MIAM Vin #: (2) REAR LOWER QUARTER PANEL SOI: SOUND OFF @ 45% OFF, LIST PRICE \$229.00	95.0000	570.00
12	12	Y	EMPS2001P-6 SOI MPOWER FASCIA 4" 18-LED STUD MNT RED/BLUE/AMB Warehouse: MIAM Vin #: (2) UNDER REAR HATCH DOOR (2) REAR FACING LOWER BUMPER SOI: SOUND OFF @ 45% OFF, LIST PRICE \$229.00	95.0000	1,140.00

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12/06/21	GROUND SHIPMENT	FOB DESTINATION	(3) PIUT PATROL	NET30	
Entered By		Salesperson	Ordered By	Project Name	
EDWIN SALGADO		EDWIN SALGADO-Miami	HATCH		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
6	6	Y	PMP2WDG15B SOI MPOWER 4" 15 DEGREE WEDGE BLACK Warehouse: MIAM Vin #: (2) REAR FACING LOWER BUMPER	5.0000	30.00
6	6	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$11.00 ESLRL61058 SOI 61" SL RUNNING LIGHT RED/BLUE/WHITE - UNIVERSA Warehouse: MIAM Vin #: (2) RUNNERS	250.0000	1,500.00
6	6	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$475.00 PSLVBK01 SOI MOUNT KIT FOR SL LIGHTS 2020+ PIU Warehouse: MIAM Vin #: (2) RUNNER BRACKETS	29.9500	179.70
3	3	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$40.00 ECVDMLTAL00 SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: MIAM Vin #: (1) DRIVER DOME LIGHT SOI: SOUND OFF @ 45% OFF, LIST PRICE \$109.00	49.0000	147.00

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12/06/21	GROUND SHIPMENT	FOB DESTINATION	(3) PIUT PATROL	NET30	
Entered By	Salesperson	Ordered By	Project Name		
EDWIN SALGADO	EDWIN SALGADO-Miami	HATCH			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	Y	ECVDMLTST2 SOI INTERIOR DOME LIGHT,FLUSH SURF MNT 7" X 3"-WHI Warehouse: MIAM Vin #: (1) PRISONER DOME LIGHT	29.0000	87.00
3	3	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$65.00 60CREGCS WEC 6" ROUND 12-DIODE RED/WHITE DOME LIGHT Warehouse: MIAM Vin #: (1) REAR HATCH DOOR	117.0000	351.00
3	3	Y	WEC: WHELEN @ 45% OFF, LIST PRICE \$ 214.00 7170-0734-04 GJ 2020 FORD PIUT CONSOLE PACKAGE Warehouse: MIAM Vin #: PACKAGE INCLUDES CONSOLE, DUAL CUPHOLDER, FLIP-UP ARMREST, MONGOOSE MOTION ATTACHMENT, AND THE FOLLOWING EQUIPMENT MOUNTING BRACKETS: 1- 7160-0339 (SIREN) 1- 15082 (3 CIG./ USB PLATE) ALSO INCLUDES ANY BLANK FILLER PANELS NECESSARY TO COMPLETE THE INSTALLATION ***** GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$1,129.00	599.0000	1,797.00

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EDWIN SALGADO		EDWIN SALGADO-Miami	HATCH		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	Y	15371 GJ DUAL USB POWER PORT 4.2 A Warehouse: MIAM Vin #: GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$90.00	55.0000	165.00
6	6	Y	7160-0063 GJ 12V OUTLET RECEPTACLE ONLY Warehouse: MIAM Vin #: FITS IN STANDARD 12 V OUTLET RECEPTACLE KNOCKOUT IN PANEL OR CONSOLE *****GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$33.00	17.0000	102.00
3	3	Y	7160-0250 GJ NOTEPAD V UNIVERSAL COMPUTER CRADLE Warehouse: MIAM Vin #: WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING: WIDTH - 10.62 TO 16.5 INCHES THICKNESS - UP TO 1.50 INCHES DEPTH - 9.00 TO 12.38 INCHES ***** GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$409.00	205.0000	615.00

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EDWIN SALGADO		EDWIN SALGADO-Miami	HATCH		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	Y	PK1125ITU20TM SMC #10XL C Uncoated Polycarbonate Partition Warehouse: MIAM Vin #: 2020 FORD INTERCEPTOR - SUV.#10XL C Uncoated Polycarbonate XL (Xtra Legroom) TM (Tall Man) Partition. Include Recessed Panel & Lower Extension Panels Expanded metal cover over horizontal sliding window opening. ***** SMC: SETINA @ 30% OFF, LIST PRICE \$919.00	640.0000	1,920.00
3	3	Y	QK0566ITU20 SMC OEM REPLACEMENT PRISONER SEAT W/ 12 VS CARO Warehouse: MIAM Vin #: 2020 PIUT OEM Full Replacement Transport Seat TPO Plastic, with Center Pull Seat Belts & #12VS POLY Cargo Partition ***** SMC: SETINA @ 30% OFF, LIST PRICE \$1,399.00	979.0000	2,937.00
3	3	Y	WK0514ITU20 SMC VERTICALSTEEL WINDOW BARS FOR 2020 EXPL Warehouse: MIAM Vin #: SMC: SETINA @ 30% OFF, LIST PRICE \$279.00	195.0000	585.00
3	3	Y	GK10301S1UHK SMC DUAL T-RAIL MOUNT 1 SM 1 UNIV HK Warehouse: MIAM Vin #: ** Dual T-Rail Mount 1 Small, 1 Universal XL, Handcuff Key Override ** SMC: SETINA @ 30% OFF, LIST PRICE \$449.00	314.0000	942.00

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
12/06/21	GROUND SHIPMENT	FOB DESTINATION	(3) PIUT PATROL	NET30	
Entered By	Salesperson	Ordered By	Project Name		
EDWIN SALGADO	EDWIN SALGADO-Miami	HATCH			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	Y	TK0250ITU20 SMC 2020 FORD PI SUV CARGO BOX Warehouse: MIAM Vin #: CARGO BOX - 2020+ PI UTILITY DSK- Drawer, Sliding with Key Lock & BSK - Base, Sliding with Key Lock	1,084.0000	3,252.00
3	3	Y	SMC: SETINA @ 30% OFF, LIST PRICE \$1,549.00 BK2168ITU20 SMC PB450L With SOUND OFF SIGNAL MPOWER Warehouse: MIAM Vin #: 2020 PI UTILITY ** CUSTOM PUSH BUMPER W/ 4 MPOWER LED LIGHTS, * (2) FRONT FACING TRIO ENFORCE LIGHTS * (2) SIDE @ 45° ANGLE TRIO ENFORCE LIGHTS, (4) LIGHT_SO_STMPS2STS5RBW RED/BLUE/WHITE SMC: SETINA @ 30% OFF, LIST PRICE \$999.00 (BK2168ITU20 BUMPER) PLUS LIGHTS UPGRADE SMC: SETINA @ 30% OFF, LIST PRICE \$ 61.00 EACH (4 LIGHT_SO_STMPS2STS5RBW) (4 LIGHTS IN TOTAL \$244.00)	870.0000	2,610.00

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Entered By	Salesperson	Ordered By	Project Name		
EDWIN SALGADO	EDWIN SALGADO-Miami	HATCH			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	Y	THMS800-PPI THOR 800 WATT 12VDC MODIFIED SINE WAVE INVERTER Warehouse: MIAM Vin #: (1) POWER INVERTER	65.0000	195.00
3	3	Y	THOR @ 20% OFF, LIST PRICE \$99.99 ML150LR-1019 MAG LED RECHARGEABLE FLASHLIGHT, A/C & DC ADAP' Warehouse: MIAM Vin #: MAGLITE @ 15% OFF, LIST PRICE 120.00	100.0000	300.00
6	6	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: MIAM Vin #: CATALOG NOT LISTED @ 3% OFF, LIST PRICE \$ 34.95	30.0000	180.00
3	3	Y	SHOP-MIAMI MISC INSTALLATION SUPPLIES I.E. Warehouse: MIAM Vin #: CUSTOM WIRE HARNESS, 100 AMP RESETTABLE BREAKER, 6 GANG FUSE PANEL, (2) EXTENSION CABLE FOR POWER INVERTER AND TERMINAL BOXES. TERMINAL BOXES TO BE MOUNTED ON FRONT CONSOLE. LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	150.0000	450.00

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EDWIN SALGADO	EDWIN SALGADO-Miami	HATCH			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
3	3	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: MIAM Vin #: INSTALLATION BY EVT CERTIFY INSTALLERS INSTALL INCLUDES ALL ABOVE EQUIPMENT PLUS THE BELOW ITEMS THAT THE CUSTOMER WILL PROVIDE PRIOR BEGINNING OF VEHICLE BUILD, * STALKER RADAR W/ 2 ANTENNAS LABOR RATE AS PER MIAMI CONTRACT @ \$65.00 PER HOUR LABOR HOURS PER VEHICLE: 45.0	2,925.0000	8,775.00
3	3	N	INSTALL DSS INSTALLATION OF POLICE RADIO Warehouse: MIAM Vin #: INSTALL OF CUSTOMER PROVIDED POLICE RADIO W/ ROOF MOUNTED ANTENNA. LABOR RATE AS PER MIAMI CONTRACT @ \$65.00 PER HOUR LABOR HOURS PER VEHICLE: 3.0 ** 2022 PI UTILITY HYBRID, PATROL UNIT, VIN#** ** PRICES PER CITY OF MIAMI CONTRACT #1301386 WITH ADDITIONAL DISCOUNT APPLIED **	195.0000	585.00
			Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days		

Print Date	12/06/21
Print Time	11:58:29 PM
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Subtotal	46,235.70
Freight	0.00
Order Total	46,235.70

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Sales Quote

DANA SAFETY SUPPLY, INC
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12/29/21	GROUND SHIPMENT	FOB DESTINATION	(2)2022 PIUT TRAFFIC	NET30	
Entered By		Salesperson	Ordered By	Project Name	
EDWIN SALGADO		EDWIN SALGADO-Miami	HATCH		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ENGCC01243 SOI BLUEPRINT 3 CENTRAL CONTROLLER Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$ 669.00	265.0000	530.00
2	2	Y	ENGCP18001 SOI BLUEPRINT CONTROL PANEL W/ BAIL BRACKET Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$ 299.00	120.0000	240.00
2	2	Y	ENGHNK01 SOI BLUEPRINT CENTRAL CONTROLLER HARNESS KIT Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$77.00	26.0000	52.00
2	2	Y	ENGLNK002 SOI BLUEPRINT LINK FOR 15-18 F-150, 16-18 PIUT Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$517.00	230.0000	460.00
2	2	Y	ENGSYMD01 SOI SOUND OFF / BLUEPRINT SYNC MODULE Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$420.00	200.0000	400.00
10	10	Y	ENGND04101 SOI REMOTE NODE Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$376.00	125.0000	1,250.00

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Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
10	10	Y	ENGHNK02 SOI BLUEPRINT REMOTE NODE HARNESS KIT Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$68.00	27.0000	270.00
2	2	Y	ENGSA07152 SOI BLUEPRINT 200 WATT DUAL TONE SIREN AMP Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$707.00	275.0000	550.00
4	4	Y	ETSS100J SOI 100J SERIES COMPOSITE SPEAKER Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$263.00	125.0000	500.00
4	4	Y	ETSSVBK01 SOI 2020 FORD PIUT SPEAKER BUMPER MNT BRACKET Warehouse: MIAM Vin #: SOI: SOUND OFF @ 45% OFF, LIST PRICE \$50.00	20.0000	80.00

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DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	421629
Customer No.	NPBPD

Bill To

NORTH PALM BEACH POLICE DEPT
560 US HIGHWAY 1
NORTH PALM BEACH, FL 33408

Ship To

NORTH PALM BEACH POLICE DEPT
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Contact: GEORGE HACHIGIAN
Telephone: 561-848-2525
E-mail: ghachigian@village-npb.com

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Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method	
12/29/21	GROUND SHIPMENT	FOB DESTINATION	(2)2022 PIUT TRAFFIC	NET30	
Entered By		Salesperson	Ordered By	Project Name	
EDWIN SALGADO		EDWIN SALGADO-Miami	HATCH		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	ENFWB008TT SOI Ford Explorer/PI Utility w/ Option 76P (2020) Spli Warehouse: MIAM Vin #: Ford Explorer/PI Utility w/ Option 76P (2020) Split Front (DRV) D12 D12 D12 D12 D12 D12 (PAS) R_W R_W R_W B_W B_W B_W Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included) EOS# QE067411	699.0000	1,398.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICES 1,381.00 ENFWB001L2 SOI NFORCE REAR INTERIOR 2020 EXPL RBW Warehouse: MIAM Vin #: Ford Explorer/PI Utility w/o Option 76P (2020) Solid Rear (DRV) T18 T18 T18 T18 T18 T18 (PAS) RBW RBW RBW RBW RBW RBW Accessories: PNFLBSPLT1 DSC w/ Breakout Box (Included) EOS# QE053641 SOI: SOUND OFF @ 45% OFF, LIST PRICE \$1,635.00	730.0000	1,460.00

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EDWIN SALGADO		EDWIN SALGADO-Miami	HATCH		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	ELUC3H010J SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/BLUE Warehouse: MIAM Vin #: (2) FRONT CORNER LED'S	58.0000	232.00
8	8	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$140.00 ELUC3H010B SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE Warehouse: MIAM Vin #: (4) REAR CORNER LED'S	58.0000	464.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$140.00 EMPS1STS4RBW SOI MPOWER FASCIA 3" 12-LED STUD MNT RED/BLUE/WHI Warehouse: MIAM Vin #: (2) UNDER SIDE VIEW MIRROR	84.0000	336.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$203.00 PMP1BKUMB1 SOI Under Mirror Mount Bracket Kit 3" mPOWER , each Warehouse: MIAM Vin #: (2) UNDER MIRROR BRACKETS SOI: SOUND OFF @ 45% OFF, LIST PRICE \$28.00	14.0000	56.00

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Entered By		Salesperson	Ordered By	Project Name	
EDWIN SALGADO		EDWIN SALGADO-Miami	HATCH		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	EMPS1QMS4RBW SOI MPOWER FASCIA 3" 12-LED QUICK MNT RED/BLUE/WI Warehouse: MIAM Vin #: (2) FRONT FACING ON SIDE VIEW MIRROR, AT45° ANGLE	84.0000	336.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$203.00 PMP1WDG05B SOI MPOWER 3" 5 DEGREE WEDGE BLACK Warehouse: MIAM Vin #: (2) FRONT FACING ON SIDE VIEW MIRROR, AT45° ANGLE BRACKETS	5.0000	20.00
28	28	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$11.00 EMPSA05C3-8 SOI MPOWER 4X2 36-LED STUD MNT RED/BLUE/WHITE Warehouse: MIAM Vin #: (4) GRILL (2) FRONT FOG LIGHT AREA (2) REAR SIDE DOORS (2) REAR SIDE CARGO WINDOWS (4) REAR LOWER WINDOW / REAR HATCH SOI: SOUND OFF @ 45% OFF, LIST PRICE \$329.00	140.0000	3,920.00

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Entered By	Salesperson	Ordered By	Project Name		
EDWIN SALGADO	EDWIN SALGADO-Miami	HATCH			
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	EMPSA05C3-6 SOI MPOWER 4X2 36-LED STUD MNT RED/BLUE/AMBER Warehouse: MIAM Vin #: (2) REAR LOWER WINDOW / REAR HATCH	140.0000	560.00
8	8	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$329.00 PMPSADGSB SOI 90° Metal Bracket for mpower Fascia 4x2 Lights Warehouse: MIAM Vin #: (4) GRILL LIGHT BRACKET	10.0000	80.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$22.00 PMP8WDGB03 SOI 35 Degree Wedge Assembly, Black for mpower Fascia Warehouse: MIAM Vin #: (2) FRONT FOG LIGHT BRACKET	5.0000	20.00
20	20	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$11.00 PMPSABKDGAJ SOI Adjustable mounting bracket for 4x2 MPower Warehouse: MIAM Vin #: (2) REAR SIDE DOOR BRACKET (2) REAR SIDE CARGO WINDOW BRACKET (6) REAR LOWER WINDOW / REAR HATCH SOI: SOUND OFF @ 45% OFF, LIST PRICE \$39.00	18.0000	360.00

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12/29/21	GROUND SHIPMENT	FOB DESTINATION	(2)2022 PIUT TRAFFIC	NET30	
Entered By		Salesperson	Ordered By	Project Name	
EDWIN SALGADO		EDWIN SALGADO-Miami	HATCH		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	EMPS2STS5RBW SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/WHI Warehouse: MIAM Vin #: (2) REAR LIC. PLATE	95.0000	380.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$229.00 EMPS2QMS5RBW SOI MPOWER FASCIA 4"18-LED QUICK MNT RED/BLUE/WE Warehouse: MIAM Vin #: (2) REAR LOWER QUARTER PANEL	95.0000	380.00
8	8	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$229.00 EMPS2001P-6 SOI MPOWER FASCIA 4"18-LED STUD MNT RED/BLUE/AMB Warehouse: MIAM Vin #: (2) UNDER REAR HATCH DOOR (2) REAR FACING LOWER BUMPER	95.0000	760.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$229.00 PMP2WDG15B SOI MPOWER 4" 15 DEGREE WEDGE BLACK Warehouse: MIAM Vin #: (2) REAR FACING LOWER BUMPER SOI: SOUND OFF @ 45% OFF, LIST PRICE \$11.00	5.0000	20.00

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Entered By		Salesperson	Ordered By	Project Name	
EDWIN SALGADO		EDWIN SALGADO-Miami	HATCH		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	ESLRL61058 SOI 61" SL RUNNING LIGHT RED/BLUE/WHITE - UNIVERSA Warehouse: MIAM Vin #: (2) RUNNERS	250.0000	1,000.00
4	4	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$475.00 PSLVBK01 SOI MOUNT KIT FOR SL LIGHTS 2020+ PIU Warehouse: MIAM Vin #: (2) RUNNER BRACKETS	29.9500	119.80
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$40.00 ECVDMLTAL00 SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR Warehouse: MIAM Vin #: (1) DRIVER DOME LIGHT	49.0000	98.00
2	2	Y	SOI: SOUND OFF @ 45% OFF, LIST PRICE \$109.00 ECVDMLTST2 SOI INTERIOR DOME LIGHT, FLUSH SURF MNT 7" X 3"-WHI Warehouse: MIAM Vin #: (1) PRISONER DOME LIGHT SOI: SOUND OFF @ 45% OFF, LIST PRICE \$65.00	29.0000	58.00

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12/29/21	GROUND SHIPMENT	FOB DESTINATION	(2)2022 PIUT TRAFFIC	NET30	
Entered By		Salesperson	Ordered By	Project Name	
EDWIN SALGADO		EDWIN SALGADO-Miami	HATCH		
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	60CREGCS WEC 6" ROUND 12-DIODE RED/WHITE DOME LIGHT Warehouse: MIAM Vin #: (1) REAR HATCH DOOR	117.0000	234.00
2	2	Y	WEC: WHELEN @ 45% OFF, LIST PRICE \$ 214.00 7170-0734-04 GJ 2020 FORD PIUT CONSOLE PACKAGE Warehouse: MIAM Vin #: PACKAGE INCLUDES CONSOLE, DUAL CUPHOLDER, FLIP-UP ARMREST, MONGOOSE MOTION ATTACHMENT, AND THE FOLLOWING EQUIPMENT MOUNTING BRACKETS: 1- 7160-0339 (SIREN) 1- 15082 (3 CIG./ USB PLATE) ALSO INCLUDES ANY BLANK FILLER PANELS NECESSARY TO COMPLETE THE INSTALLATION *****	599.0000	1,198.00
2	2	Y	GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$1,129.00 15371 GJ DUAL USB POWER PORT 4.2 A Warehouse: MIAM Vin #: GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$90.00	55.0000	110.00

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12/29/21	GROUND SHIPMENT	FOB DESTINATION	(2)2022 PIUT TRAFFIC	NET30	
Entered By		Salesperson		Project Name	
EDWIN SALGADO		EDWIN SALGADO-Miami		HATCH	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	7160-0063 GJ 12V OUTLET RECEPTACLE ONLY Warehouse: MIAM Vin #: FITS IN STANDARD 12 V OUTLET RECEPTACLE KNOCKOUT IN PANEL OR CONSOLE. *****GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$33.00	17.0000	68.00
2	2	Y	7160-0250 GJ NOTEPAD V UNIVERSAL COMPUTER CRADLE Warehouse: MIAM Vin #: WILL ADJUST FOR COMPUTERS WITH THE FOLLOWING: WIDTH - 10.62 TO 16.5 INCHES THICKNESS - UP TO 1.50 INCHES DEPTH - 9.00 TO 12.38 INCHES ***** GJ: GAMBER JOHNSON @ 38% OFF, LIST PRICE \$409.00	205.0000	410.00
2	2	Y	GK10301S1UHK SMC DUAL T-RAIL MOUNT 1 SM 1 UNIV HK Warehouse: MIAM Vin #: ** Dual T-Rail Mount 1 Small, 1 Universal XL, Handcuff Key Override ** SMC: SETINA @ 30% OFF, LIST PRICE \$449.00	314.0000	628.00
2	2	Y	GF1092ITU20 SMC FREESTANDING GUNLOCK MOUNTING BASE - PIUT Warehouse: MIAM Vin #: SMC: SETINA @ 30% OFF, LIST PRICE \$239.00	165.0000	330.00

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Entered By		Salesperson		Project Name	
EDWIN SALGADO		EDWIN SALGADO-Miami		HATCH	
Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
2	2	Y	TK0250ITU20 SMC 2020 FORD PI SUV CARGO BOX Warehouse: MIAM Vin #: CARGO BOX - 2020+ PI UTILITY DSK- Drawer, Sliding with Key Lock & BSK - Base, Sliding with Key Lock	1,084.0000	2,168.00
2	2	Y	SMC: SETINA @ 30% OFF, LIST PRICE \$1,549.00 TF0292ITU20 SMC CARGO BOX FREESTANDING KIT-2020+ PIUT Warehouse: MIAM Vin #: SMC: SETINA @ 30% OFF, LIST PRICE \$239.00	165.0000	330.00
2	2	Y	THMS800-PPI THOR 800 WATT 12VDC MODIFIED SINE WAVE INVERTER Warehouse: MIAM Vin #: (1) POWER INVERTER	65.0000	130.00
2	2	Y	THOR @ 20% OFF, LIST PRICE \$99.99 ML150LR-1019 MAG LED RECHARGEABLE FLASHLIGHT, A/C & DC ADAP Warehouse: MIAM Vin #: MAGLITE @ 15% OFF, LIST PRICE 120.00	100.0000	200.00

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EDWIN SALGADO		EDWIN SALGADO-Miami	HATCH	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
4	4	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: MIAM Vin #: CATALOG NOT LISTED @ 3% OFF, LIST PRICE \$ 34.95	30.0000	120.00
2	2	Y	SHOP-MIAMI MISC INSTALLATION SUPPLIES I.E. Warehouse: MIAM Vin #: CUSTOM WIRE HARNESS, 100 AMP RESETTABLE BREAKER, 6 GANG FUSE PANEL, (2) EXTENSION CABLE FOR POWER INVERTER AND TERMINAL BOXES. TERMINAL BOXES TO BE MOUNTED ON FRONT CONSOLE. LOOM, WIRE, HARDWARE, CONNECTORS, ETC *****	150.0000	300.00
2	2	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: MIAM Vin #: INSTALLATION BY EVT CERTIFY INSTALLERS INSTALL INCLUDES ALL ABOVE EQUIPMENT PLUS THE BELOW ITEMS THAT THE CUSTOMER WILL PROVIDE PRIOR BEGINNING OF VEHICLE BUILD, * STALKER RADAR W/ 2 ANTENNAS LABOR RATE AS PER MIAMI CONTRACT @ \$65.00 PER HOUR LABOR HOURS PER VEHICLE: 40.0	2,600.0000	5,200.00

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2	2	N	INSTALL DSS INSTALLATION OF POLICE RADIO Warehouse: MIAM Vin #: INSTALL OF CUSTOMER PROVIDED POLICE RADIO W/ ROOF MOUNTED ANTENNA. LABOR RATE AS PER MIAMI CONTRACT @ \$65.00 PER HOUR LABOR HOURS PER VEHICLE: 3.0	195.0000	390.00
2	2	Y	TINT-MIAMI 7 TINT MIAMI (7) WINDOWS / SUV W/SUNSTRIP Warehouse: MIAM Vin #: PER MIAMI CONTRACT: ADD-ON Services - Window Tinting with Labor Included for Sports Utility Vehicles 15% ALL AROUND 15% SUNSTRIP	140.0000	280.00
*** 2022 PI UTILITY, TRAFFIC UNIT- SLICK TOP, VIN#***					
** AS PER CITY OF MIAMI CONTRACT# 1301386 WITH ADDITIONAL DISCOUNTS**					
Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities Quote Good for 30 Days					

Print Date	12/29/21
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Subtotal	28,485.80
Freight	0.00
Order Total	28,485.80

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Solicitation 1301386

Purchase and Installation of Municipal Vehicle Equipment - Citywide

Solicitation Designation: Public



City of Miami

Solicitation 1301386

Purchase and Installation of Municipal Vehicle Equipment - Citywide

Solicitation Number	1301386
Solicitation Title	Purchase and Installation of Municipal Vehicle Equipment - Citywide
Solicitation Start Date	Apr 7, 2021 10:22:57 AM EDT
Solicitation End Date	Apr 30, 2021 3:00:00 PM EDT
Question & Answer End Date	Apr 19, 2021 3:00:00 PM EDT
Solicitation Contact	Cristiane Lima 305-416-1904 clima@miamigov.com
Contract Duration	See Specifications
Contract Renewal	See Specifications
Prices Good for	See Specifications
Pre-Solicitation Conference	Apr 13, 2021 2:00:00 PM EDT Attendance is optional Location: Via Microsoft Teams Meeting +1 786-598-2961, United States, Miami (Toll) Conference ID: 137 446 340# Please see the Bid Document for the meeting link. Refer to Section 2.3. PRE-BID/PRE-PROPOSAL CONFERENCE.
Solicitation Comments	FAILURE TO COMPLETE, SIGN AND UPLOAD THE CERTIFICATION STATEMENT AND CERTIFICATION SECTION WILL RENDER YOUR BID NON-RESPONSIVE. FAILURE TO UPLOAD OFFICIAL MANUFACTURER’S AUTHORIZATION LETTER FOR THE EQUIPMENT OFFERED SHALL DEEM YOUR BID NON-RESPONSIVE. ALL UPLOADS SHALL BE IN PDF FILE FORMAT, NO OTHER FILE FORMATS WILL BE ACCEPTED BY THE CITY. ATTACHMENTS FILES SHALL BE NO MORE THAN 250MB IN SIZE EACH, SHOULD THERE BE A NEED FOR A LARGER SIZE FILE TO BE UPLOADED SPLIT IN MULTIPLE FILES. CONTACT BIDS SYNC VENDOR SUPPORT TOLL-FREE NUMBER 800-990-9339, OR EMAIL SUPPORT@BIDS SYNC.COM, FOR BIDS SYNC RELATED TECHNICAL DIFFICULTIES AND/OR ISSUES.

Item Response Form

Item	1301386--01-01 - Manufacturer Price Catalog: 911 Signal, Emergency Lighting
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Miami

No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for 911 Signal, Emergency Lighting.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-02 - Manufacturer Price Catalog: Abel 2 Products, Emergency Lighting**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Abel 2 Products, Emergency Lighting.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-03 - Manufacturer Price Catalog: BLI, Priority Start.**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for BLI, Priority Start.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-04 - Manufacturer Price Catalog: Brooking Industries, Emergency Lighting**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

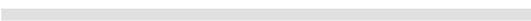
Percent Discount Off Manufacturers List Price Catalog for Brooking Industries, Emergency Lighting.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-05 - Manufacturer Price Catalog: Code 3, Emergency Lighting**

Quantity **1 each**

Percentage



Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Code 3, Emergency Lighting.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-06 - Manufacturer Price Catalog: D&R Electronics, Emergency Lighting.**
Quantity **1 each**
Percentage
Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for D&R Electronics, Emergency Lighting.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-07 - Manufacturer Price Catalog: Fenix, Emergency Lighting**
Quantity **1 each**
Percentage
Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Fenix, Emergency Lighting.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-08 - Manufacturer Price Catalog: GoLight, Scene Lighting**
Quantity **1 each**
Percentage
Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for GoLight, Scene Lighting.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-09 - Manufacturer Price Catalog: GoLight, Helios (Thermal Imaging) & Parts/ Accessories**
Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for GoLight, Helios (Thermal Imaging) & Parts/ Accessories.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-10 - Manufacturer Price Catalog: Maxxima, Emergency Lighting**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Maxxima, Emergency Lighting.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-11 - Manufacturer Price Catalog: Sound Off Signal, Emergency Lighting**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Sound Off Signal, Emergency Lighting.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-12 - Manufacturer Price Catalog: Star Warning Products, Emergency Lighting**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Star Warning Products, Emergency Lighting.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-13 - Manufacturer Price Catalog: Thor Manufacturing, Power Inverters and Electronics**

Quantity **1 each**
 Percentage
 Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Thor Manufacturing, Power Inverters and Electronics.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-14 - Manufacturer Price Catalog: Tremco, Safety Equipment**
 Quantity **1 each**
 Percentage
 Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Tremco, Safety Equipment.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-15 - Manufacturer Price Catalog: Unity Spotlights, Scene Lighting**
 Quantity **1 each**
 Percentage
 Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Unity Spotlights, Scene Lighting.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-16 - Manufacturer Price Catalog: Whelen, Emergency Lighting**
 Quantity **1 each**
 Percentage
 Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Whelen, Emergency Lighting.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-17 - Manufacturer Price Catalog: Hella, Vehicle Lighting**

Quantity **1 each**
Percentage
Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Hella, Vehicle Lighting.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-18 - Manufacturer Price Catalog: KC HiLiTES, Vehicle Lighting**
Quantity **1 each**
Percentage
Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for KC HiLiTES, Vehicle Lighting.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-19 - Manufacturer Price Catalog: Ace K9 /Radiotronics, K9 Transport Electronic**
Quantity **1 each**
Percentage
Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Ace K9 /Radiotronics, K9 Transport Electronic.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-20 - Manufacturer Price Catalog: American Aluminum, Prisoner and K9 Transports**
Quantity **1 each**
Percentage
Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for American Aluminum, Prisoner and K9 Transports.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-21 - Manufacturer Price Catalog: Brooking Industries, Prisoner Transport (Seat & Window**

Bars)

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Brooking Industries, Prisoner Transport (Seat & Window Bars).

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-22 - Manufacturer Price Catalog: D&R Electronics, K-9 and Prisoner Transport**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for D&R Electronics, K-9 and Prisoner Transport.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-23 - Manufacturer Price Catalog: Go Rhino, Prisoner Transport & Push Bumper**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Go Rhino, Prisoner Transport & Push Bumper.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-24 - Manufacturer Price Catalog: Havis, Prisoner and K9 Transport**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Havis, Prisoner and K9 Transport.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-25 - Manufacturer Price Catalog: Jotto Desk, Prisoner Transport**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Jotto Desk, Prisoner Transport.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-26 - Manufacturer Price Catalog: Pro-Gard Products, Prisoner Transport (Partition, Seats, Window Bars)**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Pro-Gard Products, Prisoner Transport (Partition, Seats, Window Bars).

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-27 - Manufacturer Price Catalog: Prisoner Transport Systems (PTS), Prisoner Transport**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Prisoner Transport Systems (PTS), Prisoner Transport.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-28 - Manufacturer Price Catalog: Ranch Hand, Push Bumpers**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Ranch Hand, Push Bumpers.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-29 - Manufacturer Price Catalog: Ray Allen, K9 Electronics**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Ray Allen, K9 Electronics.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-30 - Manufacturer Price Catalog: Setina, Prisoner Transport (Partitions, Seats, Window Bars)**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Setina, Prisoner Transport (Partitions, Seats, Window Bars) K9 Transport and NON-Lighted Push Bumpers.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-31 - Manufacturer Price Catalog: Setina, Lighted Push Bumpers**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Setina, Lighted Push Bumpers.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-32 - Manufacturer Price Catalog: Troy Products, Prisoner Transport**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Troy Products, Prisoner Transport.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-33 - Manufacturer Price Catalog: Westin, Push Bumpers**
Quantity **1 each**
Percentage
Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Westin, Push Bumpers.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-34 - Manufacturer Price Catalog: Boss Strongbox, Storage Solutions**
Quantity **1 each**
Percentage
Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Boss Strongbox, Storage Solutions.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-35 - Manufacturer Price Catalog: Big Sky Gun Racks, Gun Racks**
Quantity **1 each**
Percentage
Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Big Sky Gun Racks, Gun Racks.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-36 - Manufacturer Price Catalog: Cargoglide, Truck Storage Access Solution**
Quantity **1 each**
Percentage
Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Cargoglide, Truck Storage Access Solution.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-37 - Manufacturer Price Catalog: D&R Electronics, Gun Racks & Storage Boxes**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for D&R Electronics, Gun Racks & Storage Boxes.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-38 - Manufacturer Price Catalog: DECKED, Storage Solutions for Truck Bed**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for DECKED, Storage Solutions for Truck Bed.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-39 - Manufacturer Price Catalog: GoRhino, Gun Rack and Storage Solutions**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for GoRhino, Gun Rack and Storage Solutions.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-40 - Manufacturer Price Catalog: Jotto Desk, Gun Racks**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Jotto Desk, Gun Racks.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-41 - Manufacturer Price Catalog: Lund Industries, Gun Racks and Storage Solutions**
 Quantity **1 each**
 Percentage
 Delivery Location **City of Miami**
No Location Specified
 Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Lund Industries, Gun Racks and Storage Solutions.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-42 - Manufacturer Price Catalog: OPS, Storage Solutions**
 Quantity **1 each**
 Percentage
 Delivery Location **City of Miami**
No Location Specified
 Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for OPS, Storage Solutions.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-43 - Manufacturer Price Catalog: Prisoner Transport Systems (PTS), Storage Boxes**
 Quantity **1 each**
 Percentage
 Delivery Location **City of Miami**
No Location Specified
 Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Prisoner Transport Systems (PTS), Storage Boxes.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-44 - Manufacturer Price Catalog: Pro-Gard Products, Gun Racks and Storage Solutions**
 Quantity **1 each**
 Percentage
 Delivery Location **City of Miami**
No Location Specified
 Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Pro-Gard Products, Gun Racks and Storage Solutions.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-45 - Manufacturer Price Catalog: Rockland, Storage Boxes**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Rockland, Storage Boxes.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-46 - Manufacturer Price Catalog: Santa Cruz Gunlocks, Gun Racks**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Santa Cruz Gunlocks, Gun Racks.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-47 - Manufacturer Price Catalog: Setina, Gun Racks and Storage Boxes**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Setina, Gun Racks and Storage Boxes.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-48 - Manufacturer Price Catalog: Setina, Blac-Rac Gun Racks**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

No Location Specified

Qty 1**Description**

Percent Discount Off Manufacturers List Price Catalog for Setina, Blac-Rac Gun Racks.

Note: Upload the Manufacture's List Price Catalog.

Item	1301386--01-49 - Manufacturer Price Catalog: Troy Products, Gun Racks and Storage Boxes
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Miami No Location Specified

Qty 1**Description**

Percent Discount Off Manufacturers List Price Catalog for Troy Products, Gun Racks and Storage Boxes.

Note: Upload the Manufacture's List Price Catalog.

Item	1301386--01-50 - Manufacturer Price Catalog: Tuck Vault, Storage Boxes
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Miami No Location Specified

Qty 1**Description**

Percent Discount Off Manufacturers List Price Catalog for Tuck Vault, Storage Boxes.

Note: Upload the Manufacture's List Price Catalog.

Item	1301386--01-51 - Manufacturer Price Catalog: Tuffy Security Products, Storage Boxes
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Miami No Location Specified

Qty 1**Description**

Percent Discount Off Manufacturers List Price Catalog for Tuffy Security Products, Storage Boxes.

Note: Upload the Manufacture's List Price Catalog.

Item	1301386--01-52 - Manufacturer Price Catalog: Tufloc / Esmet, Storage Boxes
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Miami No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Tuffy Security Products, Storage Boxes.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-53 - Manufacturer Price Catalog: Tufloc / Esmet, Storage Boxes**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Tufloc / Esmet, Storage Boxes.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-54 - Manufacturer Price Catalog: Lind Electronics, Power Supplies for Laptops and Printers**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Lind Electronics, Power Supplies for Laptops and Printers.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-55 - Manufacturer Price Catalog: Brother Mobile Solutions, Printers and Accessories**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Brother Mobile Solutions, Printers and Accessories.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-56 - Manufacturer Price Catalog: D&R Electronics, Consoles Laptop Mounts Docking Stations**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for D&R Electronics, Consoles Laptop Mounts Docking Stations.

Note: Upload the Manufacture's List Price Catalog.

Item	1301386--01-57 - Manufacturer Price Catalog: Gamber Johnson, Consoles Laptop Mounts Docking Stations
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Miami No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Gamber Johnson, Consoles Laptop Mounts Docking Stations.

Note: Upload the Manufacture's List Price Catalog.

Item	1301386--01-58 - Manufacturer Price Catalog: Havis, Consoles Laptop Mounts Docking Stations
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Miami No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Havis, Consoles Laptop Mounts Docking Stations.

Note: Upload the Manufacture's List Price Catalog.

Item	1301386--01-59 - Manufacturer Price Catalog: Havis, Apple Related Products and ICS (Integrated Control Systems)
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Miami No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Havis, Apple Related Products and ICS (Integrated Control Systems).

Note: Upload the Manufacture's List Price Catalog.

Item	1301386--01-60 - Manufacturer Price Catalog: Jotto Desk, Consoles Laptop Mounts Docking Stations
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Miami No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Jotto Desk, Consoles Laptop Mounts Docking Stations.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-61 - Manufacturer Price Catalog: LEM Solutions, Printer Mounts**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for LEM Solutions, Printer Mounts.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-62 - Manufacturer Price Catalog: Lund Industries, Consoles Laptop Mounts Docking Stations**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Lund Industries, Consoles Laptop Mounts Docking Stations.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-63 - Manufacturer Price Catalog: Panasonic, Laptops**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Panasonic, Laptops.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-64 - Manufacturer Price Catalog: Ram Mount, Consoles And Laptop Mounts**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

No Location Specified

Qty 1**Description**

Percent Discount Off Manufacturers List Price Catalog for Ram Mount, Consoles And Laptop Mounts.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-65 - Manufacturer Price Catalog: Samsung, Computing Devices****Quantity** **1 each**Percentage **Delivery Location** **City of Miami**No Location Specified**Qty 1****Description**

Percent Discount Off Manufacturers List Price Catalog for Samsung, Computing Devices.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-66 - Manufacturer Price Catalog: Troy Products, Consoles Laptop Mounts Docking Stations****Quantity** **1 each**Percentage **Delivery Location** **City of Miami**No Location Specified**Qty 1****Description**

Percent Discount Off Manufacturers List Price Catalog for Troy Products, Consoles Laptop Mounts Docking Stations.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-67 - Manufacturer Price Catalog: Apollo Video, In-Car Video****Quantity** **1 each**Percentage **Delivery Location** **City of Miami**No Location Specified**Qty 1****Description**

Percent Discount Off Manufacturers List Price Catalog for Apollo Video, In-Car Video.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-68 - Manufacturer Price Catalog: Decatur Electronics, In-Car Video and Radar****Quantity** **1 each**Percentage **Delivery Location** **City of Miami**No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Decatur Electronics, In-Car Video and Radar.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-69 - Manufacturer Price Catalog: Digital Ally, Body Camera and In-Car Video**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Digital Ally, Body Camera and In-Car Video.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-70 - Manufacturer Price Catalog: Genetec, LPR**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Genetec, LPR.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-71 - Manufacturer Price Catalog: L3 Mobile /Safe Fleet, In-Car Video**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for L3 Mobile /Safe Fleet, In-Car Video.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-72 - Manufacturer Price Catalog: Mobileye, Collision Avoidance**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Mobileye, Collision Avoidance.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-73 - Manufacturer Price Catalog: MPH Radar, Radar**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for MPH Radar, Radar.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-74 - Manufacturer Price Catalog: Point Blank / Advance Tech Group, Body Camera and In-Car Video**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Point Blank / Advance Tech Group, Body Camera and In-Car Video.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-75 - Manufacturer Price Catalog: Patrol Witness, In-Car Video**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Patrol Witness, In-Car Video.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-76 - Manufacturer Price Catalog: Rearview Safety, Back-Up Camera System**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Rearview Safety, Back-Up Camera System /Back-Up Sensors/360 System/Mobile Dvr/Dash Cameras.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-77 - Manufacturer Price Catalog: Rostra, Back-Up Camera System**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Rostra, Back-Up Camera System /Back-Up Sensors/360 System/Mobile Dvr/Dash Cameras.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-78 - Manufacturer Price Catalog: Stalker, Radar**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Stalker, Radar.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-79 - Manufacturer Price Catalog: Utility, Body Camera and In-Car Video**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**

[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Utility, Body Camera and In-Car Video.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-80 - Manufacturer Price Catalog: Watchguard, Body Camera and In-Car Video**

Quantity **1 each**

Percentage

Delivery Location

City of MiamiNo Location Specified**Qty 1****Description**

Percent Discount Off Manufacturers List Price Catalog for Watchguard, Body Camera and In-Car Video.

Note: Upload the Manufacture's List Price Catalog.

Item

1301386-01-81 - Manufacturer Price Catalog: Bayco Products, Flashlights

Quantity

1 each

Percentage

Delivery Location

City of MiamiNo Location Specified**Qty 1****Description**

Percent Discount Off Manufacturers List Price Catalog for Bayco Products, Flashlights.

Note: Upload the Manufacture's List Price Catalog.

Item

1301386-01-82 - Manufacturer Price Catalog: Maglite, Flashlights

Quantity

1 each

Percentage

Delivery Location

City of MiamiNo Location Specified**Qty 1****Description**

Percent Discount Off Manufacturers List Price Catalog for Maglite, Flashlights.

Note: Upload the Manufacture's List Price Catalog.

Item

1301386-01-83 - Manufacturer Price Catalog: Pelican Products, Flashlights and Scene Lighting

Quantity

1 each

Percentage

Delivery Location

City of MiamiNo Location Specified**Qty 1****Description**

Percent Discount Off Manufacturers List Price Catalog for Pelican Products, Flashlights and Scene Lighting.

Note: Upload the Manufacture's List Price Catalog.

Item

1301386-01-84 - Manufacturer Price Catalog: Streamlight, Flashlights

Quantity

1 each

Percentage Delivery Location **City of Miami**
[No Location Specified](#)**Qty 1****Description**

Percent Discount Off Manufacturers List Price Catalog for Streamlight, Flashlights.

Note: Upload the Manufacture's List Price Catalog.

Item 1301386-01-85 - Manufacturer Price Catalog: Sure Fire, Flashlights**Quantity 1 each**Percentage Delivery Location **City of Miami**
[No Location Specified](#)**Qty 1****Description**

Percent Discount Off Manufacturers List Price Catalog for Sure Fire, Flashlights.

Note: Upload the Manufacture's List Price Catalog.

Item 1301386-01-86 - Manufacturer Price Catalog: A.R.E., Topper and Tonneau Covers**Quantity 1 each**Percentage Delivery Location **City of Miami**
[No Location Specified](#)**Qty 1****Description**

Percent Discount Off Manufacturers List Price Catalog for A.R.E., Topper and Tonneau Covers.

Note: Upload the Manufacture's List Price Catalog.

Item 1301386-01-87 - Manufacturer Price Catalog: Bakflip, Bed Covers**Quantity 1 each**Percentage Delivery Location **City of Miami**
[No Location Specified](#)**Qty 1****Description**

Percent Discount Off Manufacturers List Price Catalog for Bakflip, Bed Covers.

Note: Upload the Manufacture's List Price Catalog.

Item 1301386-01-88 - Manufacturer Price Catalog: Reading, Truck / Utility Body Products**Quantity 1 each**

Percentage

Delivery Location

City of Miami[No Location Specified](#)**Qty 1****Description**

Percent Discount Off Manufacturers List Price Catalog for Reading, Truck / Utility Body Products.

Note: Upload the Manufacture's List Price Catalog.

Item

1301386--01-89 - Manufacturer Price Catalog: Roll-N-Lock, Bed Covers

Quantity

1 each

Percentage

Delivery Location

City of Miami[No Location Specified](#)**Qty 1****Description**

Percent Discount Off Manufacturers List Price Catalog for Roll-N-Lock, Bed Covers.

Note: Upload the Manufacture's List Price Catalog.

Item

1301386--01-90 - Manufacturer Price Catalog: Spacekap, Transferable Fiberglass Caps

Quantity

1 each

Percentage

Delivery Location

City of Miami[No Location Specified](#)**Qty 1****Description**

Percent Discount Off Manufacturers List Price Catalog for Spacekap, Transferable Fiberglass Caps.

Note: Upload the Manufacture's List Price Catalog.

Item

1301386--01-91 - Manufacturer Price Catalog: Buyers Products, Truck Equipment and Accessories

Quantity

1 each

Percentage

Delivery Location

City of Miami[No Location Specified](#)**Qty 1****Description**

Percent Discount Off Manufacturers List Price Catalog for Buyers Products, Truck Equipment and Accessories.

Note: Upload the Manufacture's List Price Catalog.

Item

1301386--01-92 - Manufacturer Price Catalog: Deeze, Truck Equipment and Accessories

Quantity

1 each

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Deezee, Truck Equipment and Accessories.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-93 - Manufacturer Price Catalog: Keystone Automotive, Truck Equipment and Accessories**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Keystone Automotive, Truck Equipment and Accessories.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-94 - Manufacturer Price Catalog: Meyers Distributing, Truck Equipment and Accessories**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Meyers Distributing, Truck Equipment and Accessories.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-95 - Manufacturer Price Catalog: Kargo Master, Van Accessories**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Kargo Master, Van Accessories.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-96 - Manufacturer Price Catalog: Legend Fleet Solutions, Van Accessories**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Legend Fleet Solutions, Van Accessories.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-97 - Manufacturer Price Catalog: Masterack, Van Accessories**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Masterack, Van Accessories.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-98 - Manufacturer Price Catalog: OPS Public Safety, Van Accessories**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for OPS Public Safety, Van Accessories.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-99 - Manufacturer Price Catalog: Westcan Manufacturing, Van Accessories**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Westcan Manufacturing, Van Accessories.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-01-100 - Manufacturer Price Catalog: Pro-Clip, Mobile Mounting Solutions**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Pro-Clip, Mobile Mounting Solutions.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-101 - Manufacturer Price Catalog: Fleet Safety, All Products**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Fleet Safety Products. Fleet Safety Website, www.fleetsafety.com

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-102 - Manufacturer Price Catalog: Dana Safety Supply, All Products**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for DSS Products, Private Label and Sole Distributor Products. DSS Website, www.danasafety.com

Note: Upload the Manufacture's List Price Catalog.

Item **1301386--01-103 - Manufacturer Price Catalog: Federal Signal Corporation, All Products.**

Quantity **1 each**

Percentage

Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Percent Discount Off Manufacturers List Price Catalog for Federal Signal Corporation, All Products.

Note: Upload the Manufacture's List Price Catalog.

Item **1301386-02-01 - Pickup and Delivery for DDS Products and Services: Transport costs**

Quantity **1 fee**

Unit Price

Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Total Price to Provide Vehicle Pick-Up and Delivery for Installation of DDS Vehicle Equipment. Pursuant to Section 3.1, Specification/Scope of Work.

Item **1301386-03-01 - Installation: Prisoner Cage**

Quantity **1 hour**

Unit Price

Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Labor Time to install Prisoner Cage.

Item **1301386-03-02 - Installation: Prisoner Seat**

Quantity **1 hour**

Unit Price

Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Labor Time to install Prisoner Seat.

Item **1301386-03-03 - Installation: Prisoner Seat & Cage**

Quantity **1 hour**

Unit Price

Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Labor Time to install Prisoner Seat & Cage.

Item **1301386-03-04 - Installation: Rear Window Bars with OEM or ABS door panels.**

Quantity **1 hour**

Unit Price

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

Labor Time to install Rear Window Bars with OEM or ABS door panels.

Item **1301386--03-05 - Installation: Rear Window Bars and ABS door panels.**

Quantity **1 hour**

Unit Price

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

Labor Time to install Rear Window Bars and ABS door panels.

Item **1301386--03-06 - Installation: Four (4) Corner Universal LED Hideaway Light System with Controller.**

Quantity **1 hour**

Unit Price

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

Labor Time to install Four (4) Corner Universal LED Hideaway Light System with Controller.

Item **1301386--03-07 - Installation: Four (4) Corner Universal LED Hideaway Light System without Controller.**

Quantity **1 hour**

Unit Price

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

Labor Time to install Four (4) Corner Universal LED Hideaway Light System without Controller.

Item **1301386--04-01 - Labor Rate: Install Items From Catalogs and Packages.**

Quantity **1 hour**

Unit Price

Delivery Location **City of Miami**

No Location Specified

Qty 1

Description

Discounted Hourly Labor Rate to Install Items From Catalogs and Packages as Listed.

Item **1301386--05-01 - Balance of Line: Minimum Percentage Discount off Catalogs Not Listed.**
Quantity **1 each**
Percentage
Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Minimum Percentage Discount off Catalogs Not Listed.

Item **1301386--06-01 - ADD-ON Services: Window Tinting with Labor Included for Sedans (Compact to Full Size).**
Quantity **1 each**
Unit Price
Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Window Tinting with Labor Included for Sedans (Compact to Full Size), pursuant to Scope of Work.

Item **1301386--06-02 - ADD-ON Services: Window Tinting with Labor Included for Sports Utility Vehicles.**
Quantity **1 each**
Unit Price
Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Window Tinting with Labor Included for Sports Utility Vehicles, pursuant to Scope of Work.

Item **1301386--06-03 - ADD-ON Services: Window Tinting with Labor Included for Pickups Standard Cab.**
Quantity **1 each**
Unit Price
Delivery Location **City of Miami**
[No Location Specified](#)

Qty 1

Description

Window Tinting with Labor Included for Pickups Standard Cab, pursuant to Scope of Work.

Item **1301386--06-04 - ADD-ON Services: Window Tinting with Labor Included for Pickups Extended Cab.**
Quantity **1 each**

Unit Price

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Window Tinting with Labor Included for Pickups Extended Cab, pursuant to Scope of Work.

Item **1301386--06-05 - ADD-ON Services: Window Tinting with Labor Included for Pickups Crew Cab.**

Quantity **1 each**

Unit Price

Delivery Location **City of Miami**
No Location Specified

Qty 1

Description

Window Tinting with Labor Included for Pickups Crew Cab, pursuant to Scope of Work.



City of Miami

Invitation for Bid (IFB)

Procurement Department

Miami Riverside Center 444

SW 2nd Avenue, 6th Floor Miami,

Florida 33130

Web Site Address: www.miamigov.com/procurement

IFB Number:	1301386
Title:	Invitation for Bid for Purchase and Installation of Municipal Vehicle Equipment - Citywide
Issue Date/Time:	07-APR-2021
IFB Closing Date/Time:	30 -APR-2021 @ 3:00 p.m.
Pre-Bid/Pre-Proposal Conference:	Voluntary
Pre-Bid/Pre-Proposal Date/Time:	Tuesday, April 13, 2021 @ 2:00 p.m.
Pre-Bid/Pre-Proposal Location:	Virtual Via Microsoft Teams
Deadline for Request for Clarification:	Monday, April 19, 2021 @ 3:00 p.m.
Contracting Officer:	Lima, Cristiane
Contracting Officer E-Mail Address:	CLima@miamigov.com
Contracting Officer Facsimile:	(305)400-5009

Certification Statement

Please quote on this form, if applicable, net prices for the item(s) listed. Return signed original and retain a copy for your files. Prices should include all costs, including transportation to destination. The City reserves the right to accept or reject all or any part of this submission. Prices should be firm for a minimum of 180 days following the time set for closing of the submissions.

In the event of errors in extension of totals, the unit prices shall govern in determining the quoted prices.

We (I) certify that we have read your solicitation, completed the necessary documents, and propose to furnish and deliver, **F.O.B. DESTINATION**, the items or services specified herein.

The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel have been convicted of any of the violations, or debarred or suspended as set in section 18-107 or Ordinance No. 12271.

All exceptions to this submission have been documented in the section below (refer to paragraph and section).

EXCEPTIONS:

We (I) certify that any and all information contained in this submission is true; and we (I) further certify that this submission is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a submission for the same materials, supplies, equipment, or service, and is in all respects fair and without collusion or fraud. We (I) agree to abide by all terms and conditions of this solicitation and certify that I am authorized to sign this submission for the submitter. Please print the following and sign your name:

PROPOSER NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____ CELL(Optional): _____

SIGNED BY: _____

TITLE: _____ DATE: _____

FAILURE TO COMPLETE, SIGN, AND RETURN THIS FORM SHALL DISQUALIFY THIS RESPONSE.

Certifications

Legal Name of Firm:

Entity Type: Partnership, Sole Proprietorship, Corporation, etc.

Year Established:

Address, City, State, Zip, Contact Name, Contact Tittle, Phone, Fax, Email:

Federal Employer Identification ("FEI/EIN") Number:

Business Tax Receipt/ Occupational License Number:

Business Tax Receipt/ Occupational License Issuing Agency:

Business Tax Receipt/ Occupational License Expiration Date:

Will Subcontractor(s) be used? (Yes or No)

If subcontractor(s) will be utilized, provide their name, address and the portion of the work they will be responsible for under this contract (a copy of their license(s) must be submitted with your bid response):

Please list and acknowledge all addendum/addenda received. List the addendum/addenda number and date of receipt (i.e. Addendum No. 1, 1/1/2021). If no addendum/addenda was/were issued, please insert N/A.

If Bidder has a Local Office, as defined under Chapter 18/Article III, Section 18-73 of the City Code, has Bidder filled out, notarized, and included with its bid response the "City of Miami Local Office Certification" form? YES OR NO?

Please provide the service/equipment installation facility address.

Reference No. 1: Name of Company/Agency for which Bidder is currently providing the services/goods as described in this solicitation, or has provided such services/goods in the past:

Reference No. 1: Address, City, State, and Zip for above reference company/agency listed:

Reference No. 1: Name of Contact Person, Telephone Number and Email for above reference no. 1

Reference No. 1: Date of Contract or Sale for above reference no. 1

Reference No. 2: Name of Company/Agency for which Bidder is currently providing the services/goods as described in this solicitation, or has provided such services/goods in the past:

Reference No. 2: Address, City, State, and Zip for above reference company/agency listed:

Reference No. 2: Name of Contact Person, Telephone Number and Email for above reference no. 2

Reference No. 2: Date of Contract or Sale for above reference no. 2

Reference No. 3: Name of Company/Agency for which Bidder is currently providing the services/goods as described in this solicitation, or has provided such services/goods in the past:

Reference No. 3: Address, City, State, and Zip for above reference company/agency listed:

Reference No. 3: Name of Contact Person, Telephone Number and Email for above reference no. 3

Reference No. 3: Date of Contract or Sale for above reference no. 3

IMPORTANT NOTICE TO BIDDERS:

- FAILURE TO COMPLETE, SIGN AND UPLOAD THE CERTIFICATION STATEMENT AND CERTIFICATION SECTION WILL RENDER YOUR BID NON-RESPONSIVE.
- FAILURE TO UPLOAD OFFICIAL MANUFACTURER'S AUTHORIZATION LETTER FOR THE EQUIPMENT OFFERED SHALL DEEM YOUR BID NON-RESPONSIVE.
- ALL UPLOADS SHALL BE IN PDF FILE FORMAT, NO OTHER FILE FORMATS WILL BE ACCEPTED BY THE CITY.
- ATTACHMENTS FILES SHALL BE NO MORE THAN 250MB IN SIZE EACH, SHOULD THERE BE A NEED FOR A LARGER SIZE FILE TO BE UPLOADED SPLIT IN MULTIPLE FILES.
- CONTACT BIDSYNC VENDOR SUPPORT TOLL-FREE NUMBER 800-990-9339, OR EMAIL SUPPORT@BIDSYNC.COM, FOR BIDSYNC RELATED TECHNICAL DIFFICULTIES AND/OR ISSUES

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Terms and Conditions

1. General Conditions

1.1. General Terms and Conditions for Invitation for Bids (IFB)

1. GENERAL TERMS AND CONDITIONS FOR INVITATION FOR BID (IFB) -

References to goods only apply insofar as they are applicable to "Goods" as defined in Section 18-73 of the City Code. References to "Professional and Personal Services" are as defined in Section 18-73 of the City Code.

Intent: The General Terms and Conditions described herein apply to the acquisition of goods/ services with an estimated aggregate cost of \$25,000.00 or more.

Definition: A Formal Solicitation is defined as issuance of an Invitation for Bids, Request for Proposals, Request for Qualifications, or Request for Letters of Interest pursuant to the City of Miami (City) Procurement Code and/or Florida Law, as amended. Formal Solicitation and Solicitation shall be defined in the same manner herein.

1.1. ACCEPTANCE OF GOODS - Any good(s) delivered under this Formal Solicitation, if applicable, shall remain the property of the Bidder until a physical inspection and actual usage of the good is made, and thereafter is accepted as satisfactory to the City. It must comply with the terms herein and be fully in accordance with specifications and of the highest quality. In the event the goods supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the Successful Bidder/Contractor and return the product to the Successful Bidder/Contractor at the Successful Bidder/Contractor's expense.

1.2. ACCEPTANCE OF OFFER - The signed or electronic submission of a Bidder's response shall be considered an offer on the part of the Bidder; such offer shall be deemed accepted upon issuance by the City of a Purchase Order.

1.3. ACCEPTANCE/REJECTION - The City reserves the right to accept, reject any or all, or portion of responses after opening/closing date, and request re-issuance on the goods/services described in the Formal Solicitation. In the event of a rejection, the Director of Procurement shall notify all affected Bidders and provide a written explanation for such rejection. The City also reserves the right to reject the Response of any Bidder which has previously failed to properly perform under the Terms and Conditions of a City Contract, to deliver on time contracts of a similar nature, and which is not capable to perform the requirements defined in this Formal Solicitation. The foregoing is not an all-inclusive list of reasons for which a response may be rejected. The City further reserves the right to waive any irregularities, minor informalities, or technicalities in any or all responses and may, at its sole discretion, re-issue the Formal Solicitation.

1.4. ADDENDA - It is the Bidder's responsibility to ensure receipt of all Addenda. Responses to questions/inquiries from prospective Bidders will be provided in the form of an Addendum. Addenda are available at the Bidsync.

1.5. ALTERNATE RESPONSES -Alternate responses will not be considered, unless specifically requested by the City.

1.6. ASSIGNMENT - Successful Bidder/Contractor agrees not to subcontract, assign, transfer, convey, sublet, pledge, encumber, or otherwise dispose of the resulting Contract, in whole or in part, or any or all of its rights, title or interest herein, without the City's prior written consent.

1.7. ATTORNEY'S FEES - In connection with any litigation, appellate, administrative, mediation, and/or arbitration arising out of the resulting Contract, each party shall bear their own attorney's fees through and including, appellate litigation and any post-judgment proceedings.

18. AUDIT RIGHTS AND RECORDS RETENTION -The Successful Bidder/Contractor agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers, and records of Successful Bidder/Contractor which are directly pertinent to this Formal Solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder/Contractor shall maintain and retain any and all of the books, documents, papers, and records pertinent to the resulting Contract for three (3) years after the City makes final payment and all other pending matters are closed. Successful Bidder's/Contractor's failure to, or refusal to comply with this condition, shall result in the immediate cancellation of this Contract by the City. The Audit Rights set forth in Section 18-102 of the City Code apply as supplemental terms and are deemed as being incorporated by reference herein.

19. AVAILABILITY OF CONTRACT STATE-WIDE - Any governmental, not-for-profit, or quasi-governmental entity in the State of Florida, may avail itself of this Contract and purchase any, and all goods/services, specified herein from the Successful Bidder/Contractor at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

Additionally, any governmental entity outside of the State of Florida but, within the Continental United States of America, may avail itself to this Contract and purchase any and all goods/services, specified herein from the Successful Bidder/Contractor at the Contract price(s) established herein, when permissible by Federal, State, and local laws, rules, and regulations.

Each governmental, not-for-profit or quasi-governmental entity which uses this Formal Solicitation and resulting Contract will establish its own Contract, place its own orders, issue its own purchase orders, be invoiced there from and make its own payments, determine shipping terms and issue its own exemption certificates as required by the Successful Bidder/Contractor.

1.10. AWARD OF CONTRACT -

A. The Formal Solicitation, any addenda issued, the Bidder's response, and the Purchase Order shall constitute the entire Contract, unless modified in accordance with any ensuing Contract, or amendment.

B. The award of a Contract, where there are Tie Bids, the tie breaker will be decided by the Director of Procurement or designee, in the instance that Tie Bids cannot be determined by applying Florida Statute 287.087, Preference to Businesses with Drug-Free Workplace Programs.

C. The award of this Contract may be preconditioned on the subsequent submission of other documents as specified in the Special Conditions or Specifications/Scope of Work. Bidder may be found non-responsive if such documents are not submitted in a timely manner and in the form required by the City. Where Bidder is found non-responsive, the City, through action taken by the Department of Procurement, will void its acceptance of the Bidder's Response and may accept the Response from the next lowest responsive, responsible Bidder most advantageous to the City or may re-solicit for the goods/services. The City, at its sole discretion, may seek monetary restitution from Bidder and/or its bid bond or guaranty, and/or similar security, if applicable, as a result of damages or increased costs sustained as a result of the Bidder's failure to satisfy the City's requirements.

D. The term of the Contract shall be specified in one of three documents which shall be issued to the Successful Bidder. These documents may either be, a Purchase Order, Notice of Award, and/or Contract Award Sheet.

E. The City reserves the right to automatically extend this Contract for up to one hundred twenty (120) calendar days beyond the stated Contract term, in order to provide City departments with continual service and supplies while a new Contract is being solicited, evaluated, and/or awarded. If the right to extend is exercised, the City shall notify the Successful Bidder/Contractor, in writing, of its intent to extend the Contract in accordance with the existing terms and conditions for a specified number of days. Additional extensions beyond the first one hundred twenty (120) day extension may occur, if, the City and the Successful Bidder/Contractor are in mutual agreement of such extensions.

F. Where the Contract involves a single shipment of goods to the City, the Contract term shall conclude upon completion of the expressed or implied warranty periods.

G. The City reserves the right to award the Contract on a split-order, lump sum, individual-item basis, or such method of award in the best interest of the City, unless otherwise specified.

H. A Contract may be awarded to the Successful Bidder/Contractor by the City Commission based upon the minimum qualification requirements reflected herein.

1.11. BID BOND/ BID SECURITY - A cashier's or certified check issued by a bank authorized to transact banking business in Florida, or a Bid Bond/Bid Security signed by a surety company that is licensed to do business in the State of Florida, payable to the City of Miami, for the amount as specified in the bid, is required from all Bidders, if so indicated under the Special Conditions. This check or bond guarantees that a Bidder will accept the Contract, as bid, if it is awarded to Bidder. Bidder shall forfeit bid deposit to the City, should City award Contract to Bidder and Bidder fails to accept the award. The City reserves the right to reject any and all surety tendered to the City. Bid deposits are returned to unsuccessful Bidders within ten (10) days after the award and Successful Bidder's acceptance of award. If one hundred eighty (180) days have passed after the date of the Formal Solicitation closing date, and no Contract has been awarded, all bid deposits will be returned on demand.

1.12. BID SECURITY FORFEITED LIQUIDATED DAMAGES -Failure to execute a Contract and/or file an acceptable Performance Bond, when required, as provided herein, shall be just cause for the annulment of the award and the forfeiture of the Bid Bond/Bid Security to the City, which forfeiture shall be considered, not as a penalty, but in mitigation of damages sustained which cannot be determined at the time of award. Award may then be made to the next lowest responsive and responsible Bidder, or all Bid responses may be rejected.

1.13. BID RESPONSE FORM - All required forms in the Formal Solicitation should be completed, signed, and submitted accordingly as specified to in the Formal Solicitation. Digital signatures may only be utilized if expressly permitted in the solicitation.

1.14. BRAND NAMES - If, and wherever in the specifications, brand names, makes, models, names of any manufacturers, trade names, or Bidder catalog numbers are specified, it is for the purpose of establishing the type, function, minimum standard of design, efficiency, grade, or quality of goods only. When the City does not desire to rule out other competitors' brands or makes, the phrase "APPROVED EQUAL" is added. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive or exclusive. The Bidder shall provide any equipment that meets or exceeds the applicable specifications, including without limitation the following: Equal in every important attribute, to include industry quality measurable standard, quality of product, accessibility of distribution, durability/reliability/dependability and warranty coverage, and the delivery schedule.

When bidding an "APPROVED EQUAL", Bidders shall submit, with their response, complete sets of necessary data (e.g., factory information sheets, specifications, brochures, etc.) in order for the City to evaluate and determine the equality of the item(s) bid. The Bidder shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The City shall be the sole judge of equality and its decision shall be final. The City shall determine in its sole discretion, subject to the concurrence of the Project Manager whether goods are acceptable as an equivalent. Unless otherwise specified, evidence in the form of samples may be requested, if the proposed brand is other than specified by the City. Such samples are to be furnished after Formal Solicitation opening/closing, upon request of the City. If samples are requested by the City, such samples must be received by the City no later than seven (7) calendar days after a formal request is made.

When "NO SUBSTITUTION" is used in conjunction with a manufacturer's name, brand name, and/or model number,

that named item is the only item that will be accepted by the City in that particular instance.

1.15. CANCELLATION -The City reserves the right to cancel this Formal Solicitation, before its opening/closing. In the event of cancellation, the Director of Procurement shall notify all prospective Bidders and provide a written explanation for the cancellation. There shall be no recourse against the City for a cancellation made in accordance with this Section.

1.16. CAPITAL EXPENDITURES - Successful Bidder/Contractor understands that any capital expenditures that the Successful Bidder/Contractor makes, or prepares to make, in order to deliver/perform the goods/services required by the City, is a business risk which the Successful Bidder/Contractor must assume. The City will not be obligated to reimburse amortized or unamortized capital expenditures, or to maintain the approved status of any Successful Bidder/Contractor. If Successful Bidder/Contractor has been unable to recoup its capital expenditures during the time it is rendering such goods/services, it shall not have any claim upon the City.

1.17. CITY NOT LIABLE FOR DELAYS -It is further expressly agreed that in no event shall the City be liable for, or responsible to, the Bidder, any subcontractor, or to any other person for, or on account of, any stoppages or delay in the work herein provided for by injunction, or other legal or equitable proceedings, or on account of any delay for any cause over which the City has no control.

1.18. COLLUSION - Bidder, by submitting a response, certifies that its response is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Bid for the same goods/services, or with the City of Miami's Procurement Department or initiating department. The Bidder certifies that its response is fair, without control, collusion, fraud, or other illegal action. Bidder certifies that it is in compliance with the Conflict of Interest and Code of Ethics Laws. The City will investigate all potential situations where collusion may have occurred, and the City reserves the right to reject any and all Bids where collusion may have occurred.

1.19. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS - Successful Bidder/Contractor understands that contracts between private entities and local governments are subject to certain laws, codes, and regulations, including laws pertaining to public records, sunshine (open meetings), conflict of interest, ethics records keeping, etc. City and Successful Bidder/Contractor agree to comply with and observe all applicable laws, codes, regulations, and ordinances, and to secure all applicable public approvals and/or consents, of any governmental agency and/or owner of intellectual property rights as that may in any way affect the goods or services offered, including, but not limited to:

A. Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.

B. Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.

C. The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.

D. Environment Protection Agency (EPA), as applicable to this Formal Solicitation.

E. Uniform Commercial Code (Florida Statutes, Chapter 672).

F. Americans with Disabilities Act of 1990, as amended.

G. National Institute of Occupational Safety Hazards (NIOSH), as applicable to this Formal Solicitation.

H. National Forest Products Association (NFPA), as applicable to this Formal Solicitation.

I City Procurement Ordinance, City Code Section 18, Article III.

J Conflict of Interest, City Code Section 2-611;61.

K Cone of Silence, City Code Section 18-74.

L The Florida Statutes Sections 218.70 to 218.79, the Prompt Payment Act.

Lack of knowledge by the Successful Bidder/Contractor will in no way be a cause for relief from responsibility. Non-compliance with all applicable local, State, and Federal directives, orders, codes, rules, regulations, and laws may be considered grounds for termination of Contract at the option of the City Manager.

Copies of the City Ordinances may be obtained from the City Clerk's Office.

1.20. CONE OF SILENCE - Pursuant to Section 18-74 of the City of Miami Code, a "Cone of Silence" is imposed upon each Formal Solicitation once advertised and terminates at the time the City Manager issues a written recommendation to the Miami City Commission. The Cone of Silence shall be applicable only to Formal Solicitations for the provision of goods and services for amounts greater than \$200,000. The Cone of Silence prohibits any communication regarding Formal Solicitations between, among others:

Potential vendors, service providers, bidders, lobbyists or consultants and the City's professional staff including, but not limited to, the City Manager and the City Manager's staff; the Mayor, City Commissioners, or their respective staffs.

The provision does not apply to, among other communications: oral communications with the City Procurement staff, provided the communication is limited strictly to matters of process or procedure already contained in the Formal Solicitation document; the provisions of the Cone of Silence do not apply to oral communications at duly noticed site visits/inspections, pre-bid conferences, or public presentations made to the Miami City Commission during a duly noticed public meeting; or communications in writing or by email at any time with any City employee, official or member of the City Commission unless specifically prohibited by the applicable Formal Solicitation documents; or communications in connection with the collection of industry comments or the performance of market research regarding a particular Formal Solicitation by City Procurement staff.

Bidders must file a copy of any written communications with the Office of the City Clerk, which shall be made available to any person upon request. The City shall respond in writing and file a copy with the City Clerk's Office, which shall be made available to any person upon request. Written communications may be in the form of an e-mail, or fax with a copy to the City Clerk's Office being required.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Bidder shall render any award voidable. A violation by a particular Bidder, lobbyist or consultant shall subject same to potential penalties pursuant to the City Code. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with the Miami Dade County Commission on Ethics.

This language is only a summary of the key provisions of the Cone of Silence. Please review City of Miami Code Section 18-74 for a complete and thorough description of the Cone of Silence. You may contact the City Clerk's Office at 305-250-5360 or clerks@miamigov.com, to obtain a copy of same.

1.21. CONFIDENTIALITY - As a political subdivision, the City of Miami is subject to the Florida Government in the Sunshine (public Meetings) Act and Public Records Act. If this Contract contains a confidentiality provision, it shall have no application when disclosure is required by Florida law or upon court order.

1.22. CONFLICT OF INTEREST - Bidders, by responding to this Formal Solicitation, certify that to the best of their knowledge or belief, no elected/appointed official or employee of the City of Miami is financially interested, directly or indirectly, in the purchase of goods/services specified in this Formal Solicitation. Any such interests on the part of the Bidder or its employees must be disclosed in writing to the City. Further, Bidder shall disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more of the total assets of capital stock in Bidder's firm.

A. Bidder further agrees not to use or attempt to use any knowledge, property, or resource which may be within his/her trust, or perform his/her duties, to secure a special privilege, benefit, or exemption for himself/herself, or others. Bidder may not disclose or use information not available to members of the general public and gained by reason of his/her position, except for information relating exclusively to governmental practices, for his/her personal, or benefit, or for the personal gain, or benefit of any other person, or business entity.

B. Bidder hereby acknowledges that he/she has not contracted or transacted any business with the City or any person, or agency acting for the City, and has not appeared in representation of any third party before any board, Commission, or agency of the City within the past two years. Bidder further warrants that he/she is not related, specifically the spouse, son, daughter, parent, brother, or sister, to: (i) any member of the Commission; (ii) the Mayor; (iii) any City employee; or (iv) any member of any board or agency of the City.

C. A violation of this section may subject the Bidder to immediate termination of any contract with the City, and imposition of the maximum fine and/or any penalties allowed by law. Additionally, violations may be considered by and subject to action by the Miami-Dade County Commission on Ethics.

1.23. COPYRIGHT OR PATENT RIGHTS - Bidders warrant that there has been no violation of copyright or patent rights in manufacturing, producing, or selling the goods shipped or ordered and/or services provided as a result of this Formal Solicitation, and Bidders agree to hold the City harmless from any and all liability, loss, or expense occasioned by any such violation.

1.24. COST INCURRED BY BIDDER - All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith shall be borne by the Bidder.

1.25. DEBARMENT AND SUSPENSIONS (SECTION 18-107) -

A. Authority and requirement to debar/suspend. After reasonable notice to an actual or prospective Contractual Party, and after reasonable opportunity for such party to be heard, the City Manager, after consultation with the Chief Procurement Officer and the City Attorney, shall have the authority to debar a Contractual Party, for the causes listed below, from consideration for award of City Contracts. The debarment shall be for a period of not fewer than three (3) years. The City Manager shall also have the authority to suspend a Contractual Party from consideration for award of City Contracts if there is probable cause for debarment, pending the debarment determination. The authority to debar/suspend contractors shall be exercised in accordance with regulations which shall be issued by the Chief Procurement Officer after approval by the City Manager, the City Attorney, and the City Commission.

B. Causes for debarment/suspension. Causes for debarment or suspension include the following:

1) Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private Contract or subcontract, or incident to the performance of such Contract or subcontract.

- 2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
- 3) Conviction under state or federal antitrust statutes arising out of the submission of Bids or Proposals.
- 4) Violation of Contract provisions, which is regarded by the Chief Procurement Officer to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a Contract or to perform within the time limits provided in a Contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment/suspension.
- 5) Debarment/suspension of the Contractual Party by any federal, state or other governmental entity.
- 6) False certification pursuant to paragraph C below.
- 7) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which the violation remains noncompliant.
- 8) Found in violation of a zoning ordinance or any other city ordinance or regulation and for which a civil penalty or fine is due and owing to the city.
- 9) Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the Contractual Party performing city Contracts.

C. Certification. All Contracts for goods and services, sales, and leases by the city shall contain a certification that neither the Contractual Party nor any of its principal owners or personnel have been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph (b)(5).

D. Debarment and suspension decisions. Subject to the provisions of paragraph (a), the City Manager shall render a written decision stating the reasons for the debarment or suspension. A copy of the decision shall be provided promptly to the Contractual Party, along with a notice of said party's right to seek judicial relief.

1.26. DEBARRED/SUSPENDED VENDORS - An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not submit a Response for a solicitation to provide goods or services to a public entity; may not submit a Response to a solicitation with a public entity for the construction or repair of a public building or public work; may not submit response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

1.27. DEFAULT/FAILURE TO PERFORM -The City shall be the sole judge of nonperformance, which shall include any failure on the part of the Successful Bidder/Contractor to accept the award, to furnish required documents, and/or to fulfill any portion of this Contract within the time stipulated.

Upon default by the Successful Bidder/Contractor to meet any terms of a Contract, the City will notify the Successful Bidder/Contractor of the default and will provide the Successful Bidder/Contractor three (3) days (weekends and holidays excluded) upon notification, by the City, to remedy the default. Failure by the Successful Bidder/Contractor to correct the default within the required three (3) days, shall result in the Contract being terminated upon the City notifying in writing the Successful Bidder/Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the work or deliver the goods/services required under the Contract, and/or within the time required, or failing to use the subcontractors, entities, and personnel as identified and set forth, and to the degree specified in the Contract.

B. Failure to begin the work under this Contract within the time specified.

C. Failure to perform the work with sufficient workers and equipment, or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new work where prior work has been rejected as nonconforming with the terms of the Contract.

E. Becoming insolvent, being declared bankrupt, or committing any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors, if the insolvency, bankruptcy, or assignment renders the Successful Bidder/Contractor incapable of performing the work in accordance with, and as required by the Contract.

F. Failure to comply with any of the terms of the Contract in any material respect.

All costs and charges incurred by the City as a result of a default, or a default incurred beyond the time limits stated, together with the cost of completing the work, shall be deducted from any monies due, or which may become due on this Contract to the Successful Bidder/Contractor.

1.28. DETERMINATION OF RESPONSIVENESS AND RESPONSIBILITY - Each Bid will be reviewed to determine if it is responsive to the submission requirements outlined in the Formal Solicitation.

A. Responsive Bid is one which follows the requirements of the Formal Solicitation, includes all documentation, is submitted in the format outlined in the Formal Solicitation, is of timely submission, and has appropriate signatures as required on each document. Failure to comply with these requirements may deem a Bid non-responsive.

B. Determination of Responsibility. A Responsible Bidder shall mean a Bidder who has submitted a Bid and who has the capability, as determined under Section 18-95 of the City Code, in all respects to fully perform the Contract requirements, and the integrity and reliability of which give reasonable assurance of good faith and performance.

1) Bids will only be considered from any person or firm who are regularly engaged in the business of providing the good(s)/service(s) required by the Formal Solicitation. Bidder must be able to demonstrate a satisfactory record of performance and integrity, and have sufficient financial, material, equipment, facility, personnel resources, and expertise to meet all contractual requirements.

2) The City may consider any information available regarding the financial, technical, and other qualifications and abilities of a Bidder, including past performance (experience) with the City or any other governmental entity, in making the award.

3) The City may require the Bidder(s) to provide documentation that they have been designated as an authorized representative of a manufacturer or supplier which is the actual source of supply, if required by the Formal Solicitation.

1.29. DISCOUNTS OFFERED DURING TERM OF CONTRACT -Discount prices offered in the Response shall be fixed after the award of a Contract by the Commission, unless otherwise specified in the Special Terms and Conditions. Price discounts, off the original prices quoted in the Response, will be accepted from Successful Bidder/Contractor during the term of the Contract. Such discounts shall remain in effect for a minimum of one hundred and eighty (180) days from approval by the City Commission. Any discounts offered by a manufacturer to Successful Bidder/Contractor will be passed on to the City.

1.30. DISCREPANCIES, ERRORS, AND OMISSIONS -Any discrepancies, errors, or omissions in the Formal Solicitation, or Addenda (as applicable), should be reported in writing to the City's Procurement Department. Should it be found necessary, a written Addendum will be incorporated in the Formal Solicitation and will become part of the Purchase Order (Contract documents). The City will not be responsible for any oral instructions, clarifications, or

other communications.

A. Order of Precedence. Any inconsistency in this Formal Solicitation shall be resolved by giving precedence to the following documents, the first of such list being the governing documents.

- 1) Addenda (if applicable)
- 2) Specifications
- 3) Special Conditions
- 4) General Terms and Conditions

1.31. EMERGENCY/DISASTER PERFORMANCE -In the event of a natural disaster or other emergency, or disaster situation, the Successful Bidder/Contractor shall provide the City with the commodities/services defined within the scope of this Formal Solicitation at the price contained within Bidder's response. Further, Successful Bidder/Contractor shall deliver/perform for the City on a priority basis during such times of emergency.

1.32. ENTIRE BID CONTRACT -The Bid Contract consists of any amendments to the Bid Contract, the Formal Solicitation, including any addenda, Bidder's Response and any written agreement entered into by the City of Miami and Successful Bidder/Contractor, and represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all other negotiations, understanding, and representations, if any, made by and between the parties. To the extent that the Bid Contract conflicts with, modifies, alters or changes any of the terms and conditions contained in the Formal Solicitation and/or Bid, the Formal Solicitation, including any addenda, and then the Bid shall control. This Contract may be amended only by a written agreement signed by the City and Successful Bidder/Contractor.

1.33. ESTIMATED QUANTITIES –

Estimated quantities or dollars are provided for the Bidder's guidance only:

(a) estimates are based on the City's anticipated needs and/or usage during a previous contract period and; (b) the City may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this Contract. No guarantee is expressed or implied as to quantities that will be purchased during the Contract period. The City is not obligated to place an order for any given amount subsequent to the award of the Contract. Said estimates may be used by the City for purposes of determining the low Bidder meeting specifications. The City reserves the right to acquire additional quantities at the prices bid or at lower prices in this Formal Solicitation.

1.34. EVALUATION OF RESPONSES –

A. Rejection of Bids. The City may reject a Bid for any of the following reasons:

- 1) Bidder fails to acknowledge receipt of addenda;
- 2) Bidder misstates or conceals any material fact in the Bid;
- 3) Bid does not conform to the requirements of the Formal Solicitation;
- 4) Bid requires a conditional award that conflicts with the method of award;
- 5) Bid does not include required samples, certificates, licenses; and,
- 6) Bid was not executed by the Bidder's authorized agent.

The foregoing is not an all-inclusive list of reasons for which a Bid may be rejected. The City may reject, and/or re-advertise for all or any portion of the Formal Solicitation, whenever it is deemed in the best interest of the City.

B. Elimination from Consideration.

- 1) A Bid Contract shall not be awarded to any person or firm which is in arrears to the City upon any debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.
- 2) A Bid Contract may not be awarded to any person or firm which has failed to perform under the terms and conditions

of any previous contract with the City or failed to deliver on time, under contracts of a similar nature.

3) A Bid contract may not be awarded to any person or firm who has been debarred by the City, in accordance with the City's Debarment and Suspension Ordinance (Section 18-107), or is currently debarred by the State of Florida or any political subdivision, or is on the convicted vendor's list per Section 287.133, Florida Statutes.

1.35. EXCEPTIONS TO GENERAL TERMS AND/OR SPECIAL CONDITIONS OR SPECIFICATIONS - Exceptions to the specifications shall be listed in the Bid and shall reference the applicable section. Any exceptions to the General Terms and/or Special Conditions shall be cause for a Bid to be considered non-responsive.

1.36. Freight on Board (F.O.B) DESTINATION -Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the Bidder must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of Bid.

1.37. FIRM PRICES - The Bidder warrants that prices, terms, and conditions quoted in its Bid will be firm throughout the duration of the Bid Contract unless otherwise specified in the Formal Solicitation. Such prices will remain firm for the period of performance, or resulting purchase orders, or Bid Contracts.

1.38. FLORIDA MINIMUM WAGE AND CITY OF MIAMI LIVING WAGE ORDINANCE -

A. Florida Minimum Wage. In accordance with the Constitution of the State of Florida, Article X, Section 24, employers shall pay employee wages no less than the minimum wage for all hours worked in Florida. Accordingly, it is the Successful Bidder's/Contractor's and their subcontractor's responsibility to understand and comply with this Florida minimum wage requirement and pay its employees the current established hourly minimum wage rate. This minimum wage rate is subject to change or adjusted by the rate of inflation using the consumer price index ("CPI") for urban wage earners and clerical workers, CPI-W, or a successor index as calculated by the United States Department of Labor. Each adjusted minimum wage rate calculated, shall be determined and published by the Agency Workforce Innovation on September 30th of each year and take effect on the following January 1st.

It is the Bidder's and their subcontractor's (if applicable), full responsibility to determine whether any of their employees may be impacted by this Florida Minimum Wage Law, at any given point in time during the term of the Bid Contract. If impacted, Bidder must provide, with its bid, employee name(s), job title(s), job description(s), and current pay rate(s). Failure to submit this information at the time of bid submittal constitute Successful Bidder's/Contractor's acknowledgement and understanding that the Florida Minimum Wage Law will not impact its prices throughout the term of the Bid Contract, and a waiver of any contractual price increase request(s). The City reserves the right to request and the Successful Bidder/Contractor must provide for any, and all information to make a wage and contractual price increase(s) determination.

B. City of Miami Living Wage Ordinance. The City of Miami adopted a Living Wage Ordinance for City Service Contracts with a total contract value exceeding \$100,000 annually, and that have been competitively solicited and awarded on, or after January 1, 2017 by the City.

"Service Contract" means a contract to provide services to the City, excluding, however, professional services as defined by the "Consultants Competitive Negotiation Act" set forth in F.S. § 287.055, and Section 18-87 of the City Code, and/or the other exclusions provided by Section 18-557 of the City Code. Section 18-557 is attached as Attachment A. Please see provisions in Attachment A.

If a solicitation requires services, effective on January 1, 2017, Contractors must pay to all its employees, who provide services, a living wage of no less than \$15.00 per hour without health benefits; or a wage of no less than \$13.19 an hour, with health benefits.

This language is only a summary of the key provisions of the City of Miami Living Wage Ordinance. Please review Attachment A, attached hereto, for a complete and thorough description of the City of Miami Living Wage Ordinance.

1.39. GOVERNING LAW AND VENUE - The validity and effect of any Bid Contract as a result of this Formal Solicitation shall be governed by the laws of the State of Florida. The parties agree that any action, mediation, or arbitration arising out of the Bid Contract shall take place in Miami-Dade County, Florida. In any action or proceeding each party shall bear their own respective attorney's fees.

1.40. HEADINGS AND TERMS - The headings to the various paragraphs of the Bid Contract have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending, or affecting in any way, the expressed terms and conditions hereof.

1.41. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) - Any person, firm, or entity that performs or assists the City of Miami with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI), and/or Protected Health Information (PHI), shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the City of Miami Privacy Standards. HIPAA mandates for privacy, security, and electronic transfer standards, which include, but are not limited to:

- A. Use of information only for performing services required by the contract or as required by law;
- B. Use of appropriate safeguards to prevent non-permitted disclosures;
- C. Reporting to the City of Miami of any non-permitted use or disclosure;
- D. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;
- E. Making PHI available to the customer;
- F. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
- G. Making PHI available to the City of Miami for an accounting of disclosures; and
- H. Making internal practices, books and records related to PHI available to the City of Miami for compliance audits. PHI shall maintain its protected status regardless of the form and method of transmission (i.e., paper records, and/or electronic transfer of data). The Successful Bidder/Contractor must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.42 INDEMNIFICATION -Successful Bidder/Contractor shall indemnify, hold and save harmless, and defend (at its own cost and expense), the City, its officers, agents, directors, and/or employees, from all liabilities, damages, losses, judgements, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Successful Bidder/Contractor and persons employed or utilized by Successful Bidder/Contractor in the performance of this Contract. The Successful Bidder/Contractor shall further, hold the City, its officials and employees, indemnify, save and hold harmless for, and defend (at its own cost), the City its officials and/or employees against any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted Work, even if it is alleged that the City, its officials, and/or employees were negligent. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Successful Bidder/Contractor shall, upon written notice from the City, resist and defend such action or proceeding by counsel satisfactory to the City. The Successful Bidder/Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Bidder/Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend

the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Successful Bidder/Contractor to defend, at its own expense, to and through trial, administrative, appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against the City, whether performed by the Successful Bidder/Contractor, or persons employed or utilized by the Successful Bidder/Contractor.

These duties will survive the cancellation or expiration of the Contract. This Section will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of Sections 725.06 and/or 725.08, Florida Statutes, as applicable and as amended.

Successful Bidder/Contractor shall require all sub-consultant/contractor agreements to include a provision that each sub-contractor will indemnify the City in substantially the same language as this Section. The Successful Bidder/Contractor agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Bidder/Contractor in which the City participated either through review or concurrence of the Consultant's actions. In reviewing, approving or rejecting any submissions by the Successful Bidder/Contractor or other acts of the Successful Bidder/Contractor, the City, in no way, assumes or shares any responsibility or liability of the Successful Bidder/Contractor or sub-consultant/contractor under this Contract.

Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this Indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by the Successful Bidder/Contractor.

1.43. FORMATION AND DESCRIPTIVE LITERATURE - Bidders must furnish all information requested in the spaces provided in the Formal Solicitation. Further, as may be specified elsewhere, each Bidder must submit for evaluation, cuts, sketches, descriptive literature, technical specifications, and Material Safety Data Sheets (MSDS) as required, covering the products offered. Reference to literature submitted with a previous bid, or on file with the City, will not satisfy this provision.

1.44. INSPECTIONS - The City may, at reasonable times during the term of the Bid Contract, inspect Successful Bidder's/Contractor's facilities and perform such tests, as the City deems reasonably necessary, to determine whether the goods and/or services required to be provided by the Successful Bidder/Contractor, under the Bid Contract conform to the terms and conditions of the Formal Solicitation. Successful Bidder/Contractor shall make available to the City all reasonable facilities and assistance to facilitate the performance of tests or inspections by City representatives. All tests and inspections shall be subject to, and made in accordance with, the provisions of the City of Miami Ordinance No. 12271 (Section 18-101) City Code, as same may be amended or supplemented, from time to time, which, in conjunction with Section 18-102, providing for audits of City contractors, are applicable and are deemed as being incorporated by reference as supplemental terms.

1.45. INSPECTION OF BID - Bids received by the City, pursuant to a Formal Solicitation, will not be made available until such time as the City provides notice of a decision, or intended decision, or within 30 days after bid closing, whichever is earlier. Bid results will be tabulated and may be furnished upon request, via fax or e-mail, to the City's Procurement Contracting Officer, issuing the Formal Solicitation. Tabulations are also available on the City's website following a recommendation for award.

1.46. INSURANCE - Within ten (10) days after receipt of Notice of Award, the Successful Bidder/Contractor, shall furnish the evidence of insurance to the Procurement Department, as applicable. Submitted evidence of insurance shall demonstrate strict compliance with all requirements stipulated in the Special Conditions section titled "Insurance Requirements". The City shall be listed as an "Additional Insured."

Issuance of a Purchase Order is contingent upon the receipt of proper insurance documents. If the certificate of insurance is received within the specified time frame but not in the manner prescribed in the Formal Solicitation, the Successful Bidder/Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City. If the Successful Bidder/Contractor fails to submit the required insurance documents in the manner prescribed in the Formal Solicitation within fifteen (15) calendar days after receipt of the Notice of Award, the Successful Bidder/Contractor shall be in default of the contractual terms and conditions and will not be awarded the contract. Information regarding any insurance requirements shall be directed to the Risk Management Director, Department of Risk Management, at 444 SW 2nd Avenue, 9th Floor, Miami, Florida 33130, 305-416-1384.

The Successful Bidder/Contractor shall be responsible for ensuring that the insurance documents required in conjunction with this Section remain in effect for the duration of the contractual period; including any renewals and extensions that may be exercised by the City.

1.47. INVOICES - Invoices submitted by Successful Bidder/Contractor to the City shall include the Purchase Order number and description of goods and/or services delivered (i.e., quantity, unit price, extended price, etc.); and in compliance with Chapter 218 of the Florida Statutes (Prompt Payment Act).

1.48. LOCAL PREFERENCE -City Code Section 18-85, states, "when a responsive, responsible non-local Bidder submits the lowest bid price, and the bid submitted by one or more responsive, responsible local Bidders who maintain a local office, as defined in Section 18-73, is within fifteen percent (15%) of the price submitted by the non-local Bidder, then that non-local Bidder and each of the aforementioned responsive, responsible local Bidders shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local Bidder. Contract award shall be made to the lowest responsive, responsible Bidder submitting the lowest best and final bid. In the case of a tie in the best and final bid between a local Bidder and a non-local Bidder, contract award shall be made to the local Bidder."

1.49. MANUFACTURER'S CERTIFICATION - The City reserves the right to request from Bidders a separate Manufacturer's Certification of all statements made in the Bid. Failure to provide such certification may result in the rejection of the Bid, or termination of the Bid Contract, for which the Bidder/Successful Bidder/Contractor shall bear full liability.

1.50. MODIFICATIONS OR CHANGES IN PURCHASE ORDERS AND CONTRACTS - No Contract or understanding to modify the Formal Solicitation and the resultant Purchase Order(s) or Bid Contract, if applicable, shall be binding upon the City, unless made in writing by the City's Director of Procurement through the issuance of a change order, addendum, amendment, or supplement to the Bid Contract, Purchase Order, or award sheet, as applicable.

1.51. MOST FAVORED NATIONS - Successful Proposer shall not treat the City of Miami ("City") worse than any other similarly-situated local government and, in this regard, grants the City a "most favored nations clause" meaning the City will be entitled to receive and be governed by the most favorable terms and conditions that Successful Bidder/Proposer grants now or in the future to a similarly situated local government.

1.52. NO PARTNERSHIP OR JOINT VENTURE - Nothing contained in the Bid Contract will be deemed or construed to create a partnership or joint venture between the City and Successful Bidder/Contractor, or to create any other similar relationship between the parties.

1.53. NONCONFORMANCE TO CONTRACT CONDITIONS - Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or by other appropriate testing laboratories as determined by the City. The data derived from any test for compliance with specifications is public record, and open to examination thereto in accordance with Chapter 119, Florida Statutes.

Items delivered, not conforming to specifications may be rejected, and returned at Successful Bidder's/Contractor's expense. The non-conforming items not delivered in accordance with the stipulated delivery date in the Bid and/or Purchase Order, may result in Successful Bidder/Contractor being found in default, in which event, any and all re-procurement costs may be charged against the defaulted Successful Bidder/Contractor. Any violation of the above stipulations may also result in the Successful Bidder/Contractor being removed from the City's supplier's list.

1.54. NONDISCRIMINATION - Successful Bidder/Contractor affirms that it shall not discriminate as to race, gender, color, age, religion, national origin, marital status, or disability, in connection with its performance under the Formal Solicitation. Furthermore, Successful Bidder/Contractor affirms that no otherwise qualified individual shall solely by reason of their race, gender, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity.

In connection with the conduct of its business, including performance of services and employment of personnel, Successful Bidder/Contractor shall not discriminate against any person on the basis of race, gender, color, age, religion, national origin, marital status or disability. All persons having appropriate qualifications shall be afforded equal opportunity for employment.

1.55. NON-EXCLUSIVE CONTRACT/ PIGGYBACK PROVISION - At such times as may serve in the City's best interest, the City reserves the right to advertise for, receive, and award additional contracts for the goods and/or services described herein, and to make use of other competitively bid (governmental) contracts, agreements, or other similar sources, for the purchase of the goods and/or services described herein, as may be available in accordance with the applicable provisions of the City of Miami Procurement Ordinance.

It is hereby agreed and understood that the Formal Solicitation does not constitute the exclusive rights of the Successful Bidder(s)/Contractor(s) to receive all orders that may be generated by the City, in conjunction with the Formal Solicitation.

In addition, any and all goods, and/or services required by the City in conjunction with construction projects are solicited under a distinctly different solicitation process and shall not be purchased under the terms, conditions and awards rendered under the Formal Solicitation, unless such purchases are determined to be in the best interest of the City.

1.56. NOTICE REGARDING "CURES" - Bids submitted with irregularities, deficiencies, and/or technicalities that deviate from the minimum qualifications and submission requirements of Request for Qualifications (RFQ), Request for Proposals (RFP), invitation to bid (ITB), invitation for bids (IFB), invitation to quote (ITQ), Requests for Letters of Interest (RFLI) and Request for Sponsorships (RFS) shall result in a non-responsive determination. any solicitation issued after **May 6, 2019**, shall comply with APM 2-19. APM 2-19 is attached hereto. only minor irregularities, deficiencies, and technicalities may be allowed to be timely cured by the proposer at the sole discretion of the city. material irregularities, deficiencies, and technicalities cannot be cured by the proposer, and are not waivable by the city.

BIDS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS IFB SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. The City will not give consideration to the curing of any Bids that fail to meet the minimum qualifications and submission requirements of this IFB. Proposer understands that non-responsive Bids will not be evaluated.

1.57. OCCUPATIONAL LICENSE/BUSINESS TAX RECEIPT - Any person, firm, corporation, or joint venture, with a business location within the City's municipal boundaries and is submitting a Bid under the Formal Solicitation shall meet the City's Business Tax Receipt requirements in accordance with Chapter 31.1, Article I of the City of Miami Charter. Others with a location outside of the City's municipal boundaries shall meet their local Occupational License/Business Tax Receipt requirements. A copy of the Occupational License/Business Tax Receipt must be

submitted with the Bid; however, the City may, in its sole discretion, and in its best interest, allow the Bidder to provide the Occupational License/Business Tax Receipt to the City during the evaluation period, but prior to award. A Certificate of Use ("CU") will be required if applicable under City regulations.

1.58. ONE PROPOSAL - Only one (1) Bid from an individual, firm, partnership, corporation, or joint venture will be considered in response to the Formal Solicitation, unless otherwise stipulated in the Formal Solicitation.

1.59. OWNERSHIP OF DOCUMENTS - It is understood by and between the parties, that any documents, records, files, or any other matter whatsoever, which is given by the City to the Successful Bidder/Contractor, pursuant to the Formal Solicitation shall at all times remain the property of the City, and shall not be used by the Successful Bidder/Contractor for any other purposes whatsoever, without the written consent of the City.

1.60. PARTIAL INVALIDITY - If any provision of the Bid Contract or the application thereof, to any person or circumstance, shall to any extent be held invalid, then the remainder of the Bid Contract or, the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of the Bid Contract shall be valid and enforced to the fullest extent permitted by law.

1.61. PERFORMANCE/PAYMENT BOND - A Successful Bidder/Contractor may be required to furnish a Performance/Payment Bond as part of the requirements of the Bid Contract, in an amount equal to one hundred percent (100%) of the Bid Contract price. Any bond furnished will comply with Florida Law, and be in a form acceptable to the City of Miami Risk Management Director.

1.62. PREPARATION OF BIDS - Bidders are expected to examine the specifications, required delivery, drawings, and all special and general conditions.

A. Each Bidder shall furnish the information required in the Formal Solicitation. The Bidder shall print, type or manually enter the all requested information, sign and upload the Certification Statement.

B. If so required, the unit price for each unit offered, shall be shown, and such price shall include packaging, handling and shipping, and F.O.B. Miami delivery inside City premises, unless otherwise specified. Bidder shall include in their Bid all taxes, insurance, social security (if applicable), workmen's compensation, and any other benefits normally paid by the Bidder to its employees. If applicable, a unit price shall be entered in the "Unit Price" column for each item. Based upon estimated quantity, an extended price shall be entered in the "Extended Price" column for each item offered. In case of a discrepancy between the unit price and extended price, the unit price will prevail.

C. The Bidder must state a definite time, if required, in calendar days, for delivery of goods and/or services.

D. The Bidder should retain a copy of all response documents for future reference.

E. All Bids, as described, must be fully completed and typed, or printed in ink and must be signed in ink with the Bidder's name, and by an officer or employee having authority to represent the Bidder by their signature. Bids having any erasures or corrections, must be initialed in ink by person signing the Certification Statement or the Bid may be rejected.

F. Bids shall remain valid for at least 180 days. Upon award of a Bid Contract, the content of the Successful Bidder's/Contractor's Bid, may be included as part of the Bid Contract, at the City's discretion.

G. The City 's Bid Forms shall be used when Bidder is submitting its Bid. Use of any other forms, will result in the rejection of the Bid.

1.63. PRICE ADJUSTMENTS - Any price decrease effectuated during the Bid Contract period, either by reason of

market change, or on the part of the Successful Bidder/Contractor to other customers shall be passed on to the City.

1.64. PRODUCT SUBSTITUTES - In the event a particular awarded and approved manufacturer's product becomes unavailable during the term of the Bid Contract, the Successful Bidder/Contractor awarded that item may arrange with the City's authorized representative(s) to supply a substitute product at the awarded price or lower, provided that a sample is approved in advance of delivery, and that the new product meets or exceeds all quality requirements.

1.65. CONFLICT OF INTEREST, AND UNETHICAL BUSINESS PRACTICE PROHIBITIONS -Successful Bidder/Contractor represents and warrants to the City, that it has not employed, or retained any person, or company employed by the City to solicit or secure the Bid Contract and that the Successful Bidder/Contractor has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon, or in connection with, the award of the Bid Contract.

1.66. PROMPT PAYMENT – Bidders may offer a cash discount for prompt payment; however, discounts shall not be considered in determining the lowest net cost for Bid evaluation purposes.

Bidders are required to provide their prompt payment terms in the space provided on the Formal Solicitation. If no prompt payment discount is being offered, the Bidder must enter zero (0) for the percentage discount to indicate no discount. If the Bidder fails to enter a percentage, it is understood and agreed that the terms shall be two percent (2%), 20 days, effective after receipt of invoice or final acceptance by the City, whichever is later.

When the City is entitled to a cash discount, the period of computation will commence on the date of delivery, or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the contract, but the invoice does not reflect the existence of a cash discount, the City is entitled to a cash discount with the period commencing on the date it is determined by the City that a cash discount applies.

Price discounts off the original prices quoted on the Price Sheet will be accepted from Successful Bidder(s) during the term of the contract. The City will comply with the Florida Prompt Payment Act, as applicable.

1.67. PROPERTY - Property owned by the City is the responsibility of the City. Such property furnished to a Successful Bidder/Contractor for repair, modification, study, etc., shall remain the property of the City. Damages to such property occurring while in the possession of the Successful Bidder/Contractor shall be the responsibility of the Successful Bidder/Contractor. Damages occurring to such property while in route to the City, shall be the responsibility of the Successful Bidder/Contractor. In the event that such property is destroyed, or declared a total loss, the Successful Bidder/Contractor shall be responsible for the replacement value of the property, at the current market value, less depreciation of the property, if any.

1.68. PROVISIONS BINDING - Except as otherwise expressly provided in the resultant Bid Contract, all covenants, conditions and provisions of the resultant Bid Contract, shall be binding upon, and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

1.69. PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime may not:

A. Submit a Bid to provide any goods or services to a public entity.

B. Submit a Bid on a contract with a public entity for the construction or repair of a public building or public work.

C. Submit responses on leases of real property to a public entity.

D. Be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity.

E. Transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.70. PUBLIC RECORDS – Successful Bidder/Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and City Code, Section 18, Article III, and agrees to allow access by the City and the public, to all documents subject to disclosure under applicable law. Successful Bidder/Contractor shall additionally comply with the provisions of Section 119.0701, Florida Statutes, titled "Contracts; public records".

Successful Bidder/Contractor shall additionally comply with Section 119.0701, Florida Statutes, including without limitation:

A. Keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service.

B. Provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements.

E. All electronically stored public records must be provided to the City in a format compatible with the City's information technology systems. **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DIVISION OF PUBLIC RECORDS AT (305) 416-1800, VIA EMAIL AT PUBLICRECORDS@MIAMIGOV.COM, OR REGULAR MAIL AT CITY OF MIAMI OFFICE OF THE CITY ATTORNEY, 444 SW 2ND AVENUE, 9TH FL, MIAMI, FL 33130. THE CONSULTANT MAY ALSO CONTACT THE RECORDS CUSTODIAN AT THE CITY OF MIAMI DEPARTMENT WHO IS ADMINISTERING THIS CONTRACT.**

Successful Bidder/Contractor's failure or refusal to comply with the provision of this Section shall result in the immediate cancellation of the Bid Contract by the City.

1.71. QUALITY OF GOODS, MATERIALS, SUPPLIES, AND PRODUCTS - All materials used in the manufacturing, or construction of supplies, or materials, covered by the Formal Solicitation shall be new. The items bid shall be of the latest make or model, of the best quality, and of the highest grade of workmanship, unless as otherwise specified in the Formal Solicitation.

1.72. QUALITY OF WORK/SERVICES - The work/services performed shall be of the highest quality and workmanship. Materials furnished to complete the service shall be new and of the highest quality, except as otherwise specified in the Formal Solicitation.

1.73. REMEDIES PRIOR TO AWARD (SECTION 18-106) - If prior to a Bid Contract award, it is determined that a Formal Solicitation or proposed bid award is in violation of law, then the Formal Solicitation or proposed bid award shall be cancelled and all bids rejected by the City Commission, the City Manager, or the Chief Procurement Officer, as may be applicable, or revised to comply with the law.

1.74. RESOLUTION OF CONTRACT DISPUTES (SECTION 18-105):

A. Authority to resolve Contract disputes. The City Manager, after obtaining the approval of the City Attorney, shall have the authority to resolve disputes between the Successful Bidder/Contractor and the City which arise under, or by virtue of, a Contract between them; provided that, in cases involving an amount greater than \$25,000, the City Commission must approve the City Manager's decision. Such authority extends, without limitation, to disputes based upon breach of Contract, mistake, misrepresentation, or lack of complete performance, and shall be invoked by a Contractual Party by submission of a protest to the City Manager.

B. Contract dispute decisions. If a dispute is not resolved by mutual consent, the City Manager shall promptly render a written report stating the reasons for the action taken by the City Commission, or the City Manager, which shall be final and conclusive. A copy of the decision shall be immediately provided to the protesting party, along with a notice of such party's right to seek judicial relief, provided that the protesting party shall not be entitled to such judicial relief without first having followed the procedure set forth in this Section.

1.75. RESOLUTION OF PROTESTED SOLICITATIONS AND AWARDS (SECTION 18-104):**(a) Right to protest.**

The following procedures shall be used for resolution of protested solicitations and awards except for purchases of goods, supplies, equipment, and services, the estimated cost of which does not exceed \$25,000.00. Protests thereon shall be governed by the administrative policies and procedures of purchasing.

(1) Protest of solicitation.

a. Any prospective proposer who perceives itself aggrieved in connection with the solicitation of a contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the request for proposals, request for qualifications or request for letters of interest is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or

b. Any prospective bidder who intends to contest bid specifications or a bid solicitation may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within three days after the bid solicitation is published in a newspaper of general circulation. A notice of intent to file a protest is considered filed when received by the chief procurement officer.

(2) Protest of award.

a. Any actual proposer who perceives itself aggrieved in connection with the recommended award of contract may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the proposer of the notice of the city manager's recommendation for award of contract. The receipt by proposer of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer; or

b. Any actual responsive and responsible bidder whose bid is lower than that of the recommended bidder may protest to the chief procurement officer. A written notice of intent to file a protest shall be filed with the chief procurement officer within two days after receipt by the bidder of the notice of the city's determination of non-responsiveness or non-responsibility. The receipt by bidder of such notice shall be confirmed by the city by facsimile or electronic mail or U.S. mail, return receipt requested. A notice of intent to file a protest is considered filed when received by the chief procurement officer.

c. A written protest based on any of the foregoing must be submitted to the chief procurement officer within five days after the date the notice of protest was filed. A written protest is considered filed when received by the chief procurement officer.

The written protest may not challenge the relative weight of the evaluation criteria or the formula for assigning points in making an award determination.

The written protest shall state with particularity the specific facts and law upon which the protest of the solicitation or the award is based and shall include all pertinent documents and evidence and shall be accompanied by the required filing fee as provided in subsection (f). This shall form the basis for review of the written protest and no facts, grounds, documentation or evidence not contained in the protester's submission to the chief procurement officer at the time of filing the protest shall be permitted in the consideration of the written protest.

No time will be added to the above limits for service by mail. In computing any period of time prescribed or allowed by this section, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation of the time for filing.

(b) Authority to resolve protests; hearing officer(s).

Hearing officers appointed by the city shall have authority to resolve protests filed under this chapter of the City Code. The city manager shall appoint a hearing officer, from a separate list of potential hearing officers pre-approved by the city commission, to resolve protests filed in accordance with this section, no later than five working days following the filing of a bid protest. The hearing officer shall have the authority to settle and resolve any written protest. The hearing officer shall submit said decision to the protesting party and to the other persons specified within ten days after he/she holds a hearing under the protest.

(1) *Hearing officer.* The hearing officer may be a special master as defined in chapter 2, article X, section 2-811 of the City Code, or a lawyer in good standing with the Florida Bar for a minimum of ten years with a preference given to a lawyer who has served as an appellate or trial court judge. The hearing officer may be appointed from alternative sources (e.g. expert consulting agreements, piggyback contracts, etc.) where the city commission adopts a recommendation of the city attorney that such action is necessary to achieve fairness in the proceedings. The engagement of hearing officers is excluded from the procurement ordinance as legal services. The hearing officers appointed in the pre-qualified group should be scheduled to hear protests on a rotational basis.

(2) *Right of protest.* Any actual bidder or proposer who has standing under Florida law dissatisfied and aggrieved with the decision of the city regarding the protest of a solicitation or the protest of an award as set forth above in this section may request a protest hearing. Such a written request for a protest hearing must be initiated with a notice of intent to protest followed by an actual protest as provided in subsection 18-104(a). The notice of intent to protest and the actual protest must each be timely received by the chief procurement officer and must comply with all requirements set forth in subsection 18-104(a). Failure to submit the required notice of intent to protest and the actual protest within the specified timeframes will result in an administrative dismissal of the protest.

(3) *Hearing date.* Within 30 days of receipt of the notice of protest, the chief procurement officer shall schedule a hearing before a hearing officer, at which time the person protesting shall be given the opportunity to demonstrate why the decision of the city relative to the solicitation or the award, which may include a recommendation for award by the city manager to the city commission, as applicable, should be overturned. The party recommended for award, if it is a protest of award, shall have a right to intervene and be heard.

(4) *Hearing procedure.* The procedure for any such hearing conducted under this article shall be as follows:

a. The city shall cause to be served by certified mail a notice of hearing stating the time, date, and place of the hearing. The notice of hearing shall be sent by certified mail, return receipt requested, to the mailing address of the protester.

b. The party, any intervenor, and the city shall each have the right to be represented by counsel, to call and examine witnesses, to introduce evidence, to examine opposing or rebuttal witnesses on any relevant matter related to the protest even though the matter was not covered in the direct examination, and to impeach any witness regardless of which party first called him/her to testify. The hearing officer may extend the deadline for completion of the protest hearing for good cause shown, but such an extension shall not exceed an additional five business days. The hearing officer shall consider the written protest and supporting documents and evidence appended thereto, supporting documents or evidence from any intervenor, and the decision or recommendation as to the solicitation or award being protested, as applicable. The protesting party, and any intervenor, must file all pertinent documents supporting his/her protest or motion to intervene at least five business days before the hearing, as applicable. The hearing officer shall allow a maximum of two hours for the protest presentation and a maximum of two hours for the city response. When there is an intervenor, a maximum of two hours will be added for the intervenor. In the event of multiple protests for the same project, the hearing officer shall allocate time as necessary to ensure that the hearing shall not exceed a total of one day.

c. The hearing officer shall consider the evidence presented at the hearing. In any hearing before the hearing officer, irrelevant, immaterial, repetitious, scandalous, or frivolous evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in trial in the courts of Florida. The hearing officer may also require written summaries, proffers, affidavits, and other documents the hearing officer determines to be necessary to conclude the hearing and issue a final order within the time limits set forth by this section.

d. The hearing officer shall determine whether procedural due process has been afforded, whether the essential requirements of law have been observed, and whether the decision was arbitrary, capricious, an abuse of discretion, or unsupported by substantial evidence as a whole. Substantial evidence means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.

e. Within ten days from the date of the hearing, the hearing officer shall complete and submit to the City Manager, the City Attorney, any intervenor, the Chief Procurement Officer, and the person requesting said hearing a final order consisting of his/her findings of fact and conclusions of law as to the denial or granting of the protest, as applicable.

f. The decisions of the hearing officer are final in terms of city decisions relative to the protest.

Any appeal from the decision of the hearing officer shall be in accordance with the Florida Rules of Appellate Procedure.

(c) Compliance with filing requirements.

Failure of a party to timely file either the notice of intent to file a protest or the written protest, together with the required filing fee as provided in subsection (f), with the chief procurement officer within the time provided in subsection (a), above, shall constitute a forfeiture of such party's right to file a protest pursuant to this section. The protesting party shall not be entitled to seek judicial relief without first having followed the procedure set forth in this section.

(d) Stay of procurements during protests.

Upon receipt of a written protest filed pursuant to the requirements of this section, the city shall not proceed further with the solicitation or with the award of the contract until the protest is resolved by the chief procurement officer or the city commission as provided in subsection (b) above, unless the city manager makes a written determination that

the solicitation process or the contract award must be continued without delay in order to avoid an immediate and serious danger to the public health, safety or welfare.

(e) Costs.

All costs accruing from a protest shall be assumed by the protestor.

(f) Filing fee.

The written protest must be accompanied by a filing fee in the form of a money order or cashier's check payable to the city in an amount equal to one percent of the amount of the bid or proposed contract, or \$5,000.00, whichever is less, which filing fee shall guarantee the payment of all costs which may be adjudged against the protestor in any administrative or court proceeding. If a protest is upheld by the chief procurement officer and/or the city commission, as applicable, the filing fee shall be refunded to the protestor less any costs assessed under subsection (e) above. If the protest is denied, the filing fee shall be forfeited to the city in lieu of payment of costs for the administrative proceedings as prescribed by subsection (e) above. (Ord. No. 12271, § 2, 8-22-02; Ord. No. 13629, § 2, 9-8-16)

1.76. SAMPLES - Samples of items, when required, must be submitted within the time specified at no expense to the City. If not destroyed by testing, Bidder(s) will be notified by the City to remove such samples, at Bidder's expense, within 30 days after notification. Failure to remove the samples will result in such samples becoming the property of the City.

1.77. SELLING, TRANSFERRING OR ASSIGNING RESPONSIBILITIES - Successful Bidder/Contractor shall not sell, assign, transfer, or subcontract at any time during the term of the Contract, the Contract itself, or any portion thereof, or any part of its operations, or assign, sell, pledge, dispose, convey, or encumber any portion of the performance required by this Bid Contract, except under, and by virtue of written permission granted by the City through the proper officials, which may be withheld or conditioned, in the City's sole discretion.

1.78. SERVICE AND WARRANTY - When specified, the Bidder shall define all warranty, service, and replacements that will be provided. Bidders must explain on the Bid to what extent warranty and service facilities are available. A copy of the manufacturer's warranty, if applicable, should be submitted with Bidder's response.

1.79. SILENCE OF SPECIFICATIONS - The apparent silence of the scope of work/specifications, and any supplemental scope of work/specification as to any detail or the omission from it, of detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials of first quality and correct type, size, and design shall be used. All workmanship and services shall be first quality.

All interpretations of the scope of work/specifications shall be made upon the basis of this statement.

If Bidder has a current contract with the State of Florida, Department of General Services, to supply the items in the Formal Solicitation, the Bidder shall quote not more than the contract price; failure to comply with this request will result in disqualification of the Bid.

1.80. SUBMISSION AND RECEIPT OF BIDS -

Electronic Bid submittals to this IFB are to be submitted through BidSync Electronic Bidding System ("BidSync") until the date and time as indicated in the Solicitation. The responsibility for submitting a Bid on/or before the stated closing time and date is solely and strictly the responsibility of the Bidder. The City will in no way be responsible for delays caused by technical difficulties or caused by any other occurrence. Electronic Bid submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as individual files and labeled. Any Bids received and

time stamped through BidSync, prior to the Bid submittal deadline shall be accepted as timely submittal anything thereafter will be rejected. Additionally, BidSync will not allow for the electronic Bid submittal after the closing date and time has lapsed. Bids will be opened promptly at the time and date specified.

All expenses involved with the preparation and submission of Bids to the City, or any work performed in connection therewith, shall be borne by the Bidder(s). Accordingly, Bidder(s):

1. Must register, free of charge, with BidSync Electronic Bidding System (“BidSync”) to establish an account in order to have access to view and/or respond to any solicitations issued by the City of Miami’s Procurement Department (“City”).
2. Shall submit all Bids electronically. Hard copy Bid submittals will not be accepted. **NO EXCEPTIONS.**
3. Must submit the Certification Statement and associated solicitation documents which define requirements of items and/or services to be purchased and must be completed and submitted as outlined within the solicitation via BidSync. The use of any other forms and/or the modification of City forms will result in the rejection of the Bidder’s Bid submittal.
4. Shall ensure that the Certification Statement is fully completed and provided with your Bid. Failure to comply with these requirements may cause the Bid to be rejected.
5. Must ensure that an authorized agent of the Bidder’s firm signs the Certification Statement and submits it electronically. **FAILURE TO SIGN THE CERTIFICATION STATEMENT SHALL DEEM THE BID NON-RESPONSIVE.**
6. May be considered non-responsive if Bids do not conform to the terms and conditions of this solicitation.

1.81. TAXES - The City is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request. Notwithstanding, Bidders should be aware that all materials and supplies that are purchased by the Bidder for the completion of the Bid Contract is subject to the Florida State Sales Tax in accordance with Section 212.08, Florida Statutes, as amended, and all amendments thereto, and shall be paid solely by the Bidder.

1.82. TERMINATION - The City Manager, on behalf of the City, reserves the right to terminate the Bid Contract by written notice to the Successful Bidder/Contractor effective as of the date specified in the notice, should any of the following apply:

A. The Successful Bidder/Contractor is determined by the City, to be in breach of any of the terms and conditions of the Bid Contract.

B. The City has determined that such termination will be in the best interest of the City, to terminate the Bid Contract for its own convenience;

C. Funds are not available to cover the cost of the contracted goods and/or services. The City's obligation is contingent upon the availability of appropriate funds.

1.83. TERMS OF PAYMENT - Payment will be made by the City after the goods and/or services have been received, inspected, and found to comply with award specifications, free of damage, or defect, and properly invoiced. Payment will be made after delivery, within forty-five (45) days of receipt of an invoice, and authorized inspection and acceptance of the goods/services, and pursuant to Section 218.74, Florida Statutes, and other applicable law.

1.84. TIMELY DELIVERY - Time will be of the essence for any orders placed as a result of the Formal Solicitation. The City reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified in the Bid. Deliveries shall be made during regular City business hours, unless otherwise specified in the Special Conditions.

1.85. TITLE - Title to the goods shall not pass to the City until after the City has inspected and accepted the goods or used the goods, whichever comes first.

1.86. TRADE SECRETS EXECUTION TO PUBLIC RECORDS DISCLOSURE -All Bids submitted to the City are subject to public disclosure, pursuant to Chapter 119, Florida Statutes. An exception may be made for "trade secrets." If the Bid contains information that constitutes a "trade secret", all material that qualifies for exemption from Chapter 119, must be submitted in a separate envelope, clearly identified as "TRADE SECRETS EXCEPTION," with Bidder's name, the Formal Solicitation number, and title marked on the outside.

Please be aware that the designation of an item as a trade secret by Bidder may be challenged in court by any person. By Bidder's designation of material in Bidder's Response as a "trade secret" Bidder agrees to indemnify and hold harmless the City for any award to a plaintiff for damages, costs, or attorney's fees and for costs and attorney's fees, incurred by the City, by reason of any legal action challenging Bidder's claim.

1.87. UNAUTHORIZED WORK OR DELIVERY OF GOODS - Neither the Successful Bidder/Contractor nor any of their employees shall perform any work, or deliver any goods, unless a change order or purchase order is issued and received by the Successful Bidder/Contractor. The Successful Bidder/Contractor will not be paid for any work performed, or goods delivered outside the scope of the Bid Contract, or any work performed by Successful Bidder's/Contractor's employee(s) not otherwise previously authorized.

1.88. USE OF NAME - The City is not engaged in research for advertising, sales promotion, or other publicity purposes. No advertising, sales promotion, or other publicity materials containing information obtained from the Formal Solicitation shall be mentioned, or imply the name of the City, without prior express written permission from the City Manager, or the City Commission.

1.89. VARIATIONS OF SPECIFICATIONS - For purposes of the Formal Solicitation evaluation, Bidder(s) must indicate any variances from the Formal Solicitation scope of work/specifications and/or conditions, no matter how slight. If variations, are not stated on their Bid, it will be assumed that the product fully complies with the Formal Solicitation's scope of work/specifications.

2. Special Conditions

2.1. PURPOSE

The purpose of this Solicitation is to establish a contract, for the purchase and installation of Municipal Vehicle Equipment, Citywide, on an as needed basis as specified herein, from a source(s), fully compliant with the terms, conditions and stipulations of the solicitation.

2.2. DEADLINE FOR RECEIPT OF REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION

Any questions or clarifications concerning this solicitation shall be submitted electronically via the Bidsync Portal. All questions must be received no later than Monday, April 19, 2021 @ 3:00 p.m. All responses to questions will be sent to all prospective Bidders in the form of an addendum. NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.

2.3. PRE-BID/PRE-PROPOSAL CONFERENCE

A Virtual Voluntary pre-bid conference will be held on Tuesday, April 13, 2021 @ 2:00 p.m., via Microsoft Teams [Click here to join the meeting](#) or via phone +1 786-598-2961, Conference ID: 137 446 340#

A discussion of the requirements of the Solicitation will occur at that time. Each potential Bidder is required, prior to submitting a Proposal, to acquaint itself thoroughly with any and all conditions and/or requirements that may in any manner affect the work to be performed. All questions and answers affecting the scope of work/specifications of the IFB will be included in an addendum, that will be distributed through BidSync, following the Pre-Proposal Conference to all the attendees. Because the City considers the Pre-Proposal Conference to be critical to understanding the Solicitation requirements, attendance is highly recommended.

2.4. TERM OF CONTRACT

The Contract shall commence upon the date of notice of award and shall be effective for three (3) years with the option to renew for one (1) additional two (2) year period, subject to the availability of funds for succeeding fiscal years.

Continuation of the contract beyond the initial period is a City prerogative; not a right of the Bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the City.

2.5. CONDITIONS FOR RENEWAL

Each renewal of this contract is subject to the following:

- (1) Continued satisfactory performance compliance with the specifications, terms and conditions established herein.
- (2) Availability of funds

2.6. NON-APPROPRIATION OF FUNDS

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal period for payments due under this contract, then the City, upon written notice to the Successful Bidder(s) or his assignee of such occurrence, shall have the unqualified right to terminate the contract without any penalty or expense to the City. No guarantee, warranty or representation is made that any project(s) will be awarded to any firm(s).

2.7. METHOD OF AWARD

Award of this contract will be made to all responsive and responsible Bidder(s) who offer(s) the highest percentage discount for the Manufacturers Price Catalogs, and the lowest Hourly Labor Rates for the installation of the equipment.

Whenever more than one (1) Successful Bidder offers the same Manufacturer Price Percent Discount, the City will add the total cost of the discounted part(s) and total cost of the labor rate required for the installation of the part(s) to determine the lowest price for that line item(s).

Bidder(s) may provide an all-inclusive price for window tinting services. Window tinting services, will be issued to the Bidder(s) performing other contracted work on the unit(s), and not be issued as standalone work.

2.8. SUBMISSION REQUIREMENTS

Please refer to **Section 1.80, Notice Regarding "Submission and Receipts of Bids"** of the General Terms and Conditions of this Solicitation.

2.9. REFERENCES

Each bid must be accompanied by a list of three (3) references, as reflected in the Certifications Section of this Solicitation, which shall include the name of the company, dates of contract, description of goods/services supplied, a contact person and the telephone number. **NO BID WILL BE CONSIDERED WITHOUT THIS LIST.**

2.10. TIE BIDS

Whenever two or more Bids which are equal with respect to price, quality and service are received by the City 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:

- (1) 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 action 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' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) 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 employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) 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.

2.11. CURES

Please refer to **Section 1.56, Notice Regarding "Cures"** of the General Terms and Conditions of this Solicitation.

2.12. BIDDER'S MINIMUM QUALIFICATIONS

Bids will be considered only from firms that are regularly engaged in the business of providing goods and/or services

as described in this Bid; that have a record of performance for the last two (2) consecutive years with same FEI number; and that have sufficient financial support, equipment and organization to insure that they can satisfactorily provide the goods and/or services if awarded a Contract under the terms and conditions herein stated. Bidder shall:

- (1) Be authorized to install the manufacturer's products and shall be (or its Subcontractor) a local installer (Miami Dade County or Broward County).
- (2) Be authorized reseller for the items offered and shall provide a current, dated, and signed official authorization letter from the manufacturer stating that the Bidder is an authorized distributor, dealer or service representative and is authorized to sell and install the manufacturer's products. **Failure to upload the manufacturer's authorization letter shall deem the bid non-responsive.**
- (3) Not have any member, officer, or stockholder that is in arrears or is in default of any debt or contract involving the City, is a defaulter surety otherwise, upon any obligation to the City, and/or has failed to perform faithfully on any previous contract with the City.
- (4) Have no record of pending lawsuits or criminal activities and have not been declared bankrupt within the last three (3) years.

2.13. INSURANCE REQUIREMENTS

INDEMNIFICATION

Successful Bidder(s) shall indemnify, hold and save harmless, and defend (at its own cost and expense), the City, its officers, agents, directors, and/or employees, from all liabilities, damages, losses, judgements, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, negligent act or omission, or intentional wrongful misconduct of Successful Bidder(s) and persons employed or utilized by Successful Bidder(s) in the performance of this Contract. Successful Bidder(s) shall further, hold the City, its officials and employees, indemnify, save and hold harmless for, and defend (at its own cost), the City its officials and/or employees against any civil actions, statutory or similar claims, injuries or damages arising or resulting from the permitted Work, even if it is alleged that the City, its officials, and/or employees were negligent. In the event that any action or proceeding is brought against the City by reason of any such claim or demand, the Successful Bidder(s) shall, upon written notice from the City, resist and defend such action or proceeding by counsel satisfactory to the City. The Successful Bidder(s) expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Successful Bidder(s) shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The indemnification provided above shall obligate the Successful Bidder(s) to defend, at its own expense, to and through trial, administrative, appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description which may be brought against the City, whether performed by the Successful Bidder(s), or persons employed or utilized by Successful Bidder(s).

These duties will survive the cancellation or expiration of the Contract. This Section will be interpreted under the laws of the State of Florida, including without limitation and interpretation, which conforms to the limitations of Sections 725.06 and/or 725.08, Florida Statutes, as applicable and as amended.

Successful Bidder(s) shall require all sub-contractor agreements to include a provision that each sub-contractor will indemnify the City in substantially the same language as this Section. The Successful Bidder(s) agrees and recognizes that the City shall not be held liable or responsible for any claims which may result from any actions or omissions of the Successful Bidder(s) in which the City participated either through review or concurrence of the Successful Bidder's actions. In reviewing, approving or rejecting any submissions by the Successful Bidder(s) or other acts of the Successful Bidder(s), the City, in no way, assumes or shares any responsibility or liability of the Successful Bidder(s) or sub-contractor under this Contract.

Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the

granting of this Indemnification, the receipt and sufficiency of which is voluntarily and knowingly acknowledged by the Successful Bidder(s).

The Successful Bidder(s) hereby accepts and assumes full responsibility for all risk of loss, theft, damage or destruction to the Successful Bidder's business personal property or inventory in connection with this solicitation. It is hereby agreed and understood, that the City shall not be responsible or liable for any theft, destruction, damage, or losses of any kind and nature whatsoever. The Successful Bidder(s) further agrees that the City shall not be required to compensate the Successful Bidder(s) for any such losses and assumes all liability in connection therein.

The Successful Bidder(s) shall furnish to City of Miami, c/o Procurement Department, 444 SW 2nd Avenue, 6th Floor, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

I. Commercial General Liability

- A. Limits of Liability
 Bodily Injury and Property Damage Liability
 Each Occurrence - \$1,000,000
 General Aggregate Limit - \$2,000,000
 Products/Completed Operations - \$1,000,000
 Personal and Advertising Injury - \$1,000,000
- B. Endorsements Required
- City of Miami listed as an additional insured
 Contingent and Contractual Liability
 Explosion, Collapse and Underground Hazard
 Primary Insurance Clause

II. Business Automobile Liability

- A. Limits of Liability
 Bodily Injury and Property Damage Liability
 Combined Single Limit
 Any Auto
 Including Hired, Borrowed or Non-Owned Autos
 Any One Accident - \$1,000,000
- B. Endorsements Required
- City of Miami listed as an additional insured

III. Worker's Compensation

Limits of Liability
 Statutory-State of Florida
 Waiver of Subrogation

Employer's Liability

- A. Limits of Liability
 \$1,000,000 for bodily injury caused by an accident, each accident.

\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval. (See Insurance Addendum in Document Section).

2.14. FACILITY LOCATION

The facility where work is to be performed must be within Miami-Dade or Broward County. Bidder shall provide the service/equipment installation facility address in the Certifications Section of this Solicitation.

2.15. METHOD OF PAYMENT

Full payment will be made upon receipt and acceptance of a complete unit(s). No down or partial down payments will be made.

2.16. ADDITIONS/DELETIONS OF SUPPLIERS/FACILITIES/ITEMS/SERVICES

Although this Solicitation identifies Suppliers/Facilities/Items/Services to be addressed, it is hereby agreed and understood that any Suppliers/Facilities/Items/Services may be added/deleted to/from this Contract at the sole discretion of the City. When an addition to the Contract is required, the Successful Bidder(s) under this Contract shall be invited to submit price quotes for these new items/services. If these quotes are comparable with market prices offered for similar items/services, they shall be added to the Contract whichever is in the best interest of the City and an addendum and a separate purchase order shall be issued by the City.

2.17. PRIMARY CLIENT (FIRST PRIORITY)

The Successful Bidder(s) agree upon award of this Contract that the City of Miami shall be its primary client and shall be serviced first during a schedule conflict arising between this Contract and any other Contract Successful Bidder(s) may have with any other cities and/or counties to perform similar services as a result of any catastrophic events such as tornadoes, hurricanes, severe storms or any other public emergency impacting various areas during or approximately the same time.

2.18. PROJECT MANAGER

Upon award, Successful Bidder(s) shall report and work directly with John Babos, Fleet Superintendent, or designee, who shall be designated as the Project Manager for the City.

2.19. COMPLETED WORK

The City shall be notified by the Successful Bidder(s) upon completion of work. The City shall inspect and approve same before authorizing payment. Work not satisfactorily completed shall be redone by the Successful Bidder(s) at no additional charge to the City.

2.20. CATALOG DISCOUNTS

Bids shall be submitted on the basis of a discount from selected manufacturer's published price list(s). Such published price list(s) must be common to, and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness.

2.21. FIXED AND FIRM PRICING

All prices quoted annually for the originally submitted Catalogs are fixed and firm for each year of the contract period and all prices quoted for the Installation Hourly Labor Rate are fixed and firm throughout the whole term of the contract.

2.22. HOURLY LABOR AND INSTALLATION PRICES

The discounted hourly labor and installation prices shall include full compensation for all labor, equipment use, travel time and any other cost to the Successful Bidder(s). This rate is established to be at straight time for all labor, except as otherwise noted. It is understood that any portion of an hour will be charged at the nearest quarter hour period. Window tinting services pricing is all-inclusive of all labor, parts and equipment.

2.23. DELIVERY / LIQUIDATED DAMAGES

Successful Bidder(s) shall provide and/or install all items at the guaranteed delivery time specified by the City. If the Successful Bidder(s) fails to deliver and install equipment within the specified delivery time, it is understood that **\$10.00** of the unit price per calendar day per item will be deducted, as liquidated damages, for each day beyond the specified delivery time (not to exceed the total amount of the contract), not as a penalty, but as a form of compensation for the loss of not having the ability to use the product. The City shall have the right to deduct said liquidated damages from any amount due or that may become due to the Successful Bidder(s) under this agreement or to invoice the Successful Bidder(s) for such damages if the costs incurred exceed the amount due to the Successful Bidder(s).

2.24. FAILURE TO PERFORM

Should it not be possible to reach the Successful Bidder(s) and/or should remedial action not be taken within 48 hours of any failure to perform according to specifications, the City reserves the right to declare Successful Bidder(s) in default of the contract or make appropriate reductions in the contract payment.

2.25. AS OR EQUAL

Manufacturer's name, brand name and/or style number when used in these specifications are for the sole purpose of establishing minimum requirements of levels of quality, standards of performance and design required. They are in no way intended to prohibit the bidding of other manufacturer's brands of equal material, quality, design and standards of performance, unless the wording NO SUBSTITUTION is used. Bids on Bidder's equal will be considered provided the Bidder specifies brand model, and the necessary descriptive literature. In the event the City elects to contract for an alternate purported to be an equal by the Bidder, the acceptance of the item will be conditioned on the City's inspection and testing after receipt. If in the sole judgment of the City the item is determined not to be an equal, the material shall be returned at the Successful Bidder's expense. The City reserves the right to provide the Successful Bidder(s) the opportunity to deliver a product of equal quality or terminate the contract in part or in whole and make award to the next lowest responsive, responsible Bidder.

2.26. PATENTS AND ROYALTIES

The Successful Bidder(s), without exception, shall indemnify and save harmless the City and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured by the Successful Bidder(s). The Successful Bidder(s) has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Successful Bidder(s) or if such claim is based solely and exclusively upon the alteration of the article. The City will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the Successful Bidder(s) may, at his/her expense, procure for the City the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are available, the City will agree to return the article on request to the Successful Bidder(s) and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the Successful Bidder(s) uses any design, device, or materials covered by letters, patents or copyrights, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such designs, devices, or materials in any way involved in the work.

2.27. INSTALLATION, PICK-UP AND DELIVERY REQUIREMENTS

All installations shall be done at either the Successful Bidder's location (Miami-Dade County or Broward County), their sub-contractor's location (Miami-Dade County or Broward County) or at the General Services Administration, Fleet Division location, the Fire Garage or authorized predetermined location within the City of Miami.

The Successful Bidder(s) shall indicate the number of calendar days required to furnish and/or install the equipment after receipt of the units at their facility.

Time of delivery may be extended for a specific period when the cause of such delay is beyond the control of the Successful Bidder(s) and provided that written notice is given to the City immediately upon knowledge of impending delay.

All completed units must be delivered to General Services Administration, Fleet Division location, the Fire Garage or authorized predetermined location within the City of Miami.

Failure to comply with the delivery schedule time may result in liquidated damages being assessed as per Section 2.23.

2.28. PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY

The Successful Bidder(s) shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Bid solicitation. The packing slip shall be attached to the shipping carton(s) which contains the items and shall be made available to the City's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

2.29. SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of this bid, the Bidders are required to identify any and all Subcontractors that will be used in the performance of this proposed contract, their capabilities, experience and the portion of the work to be done by the Subcontractor.

Failure to identify any and all Subcontractors in the bid shall render the bid non-responsive. The Successful Bidder(s) shall not, at any time during the tenure of the contract, subcontract any part of his operations or assign any portion or part of the contract, to Subcontractor(s) not originally mentioned in their bid, except under and by virtue of permission granted by the City through the proper officials.

Nothing contained in this specification shall be construed as establishing any contractual relationship between any Subcontractor(s) and the City.

The Successful Bidder(s) shall be fully responsible to the City for the acts and omissions of the Subcontractor(s) and their employees, as for acts and omissions of persons employed by the Successful Bidder(s).

2.30. WORKMANSHIP AND MATERIALS

All parts installed and materials used in performance of this contract shall be new (of current design or manufacture). All materials and workmanship shall be of the highest quality. The City shall be the sole judge as to parts and workmanship.

2.31. DAMAGES TO PUBLIC/PRIVATE PROPERTY

The Successful Bidder(s) shall carry out the work with such care and methods as not to result in damage to public or private property adjacent to the work. Should any public or private property be damaged or destroyed, the Successful Bidder(s) shall assume the expense and repair or make restoration as is practical and acceptable to the City and/or owners of destroyed or damaged property promptly within a reasonable length of time (not to exceed one month from date damage occurred).

2.32. FACTORY DEFECTS

All material specified hereafter shall be fully guaranteed by the Successful Bidder against factory defects. Any defects which may occur as the result of either faulty material or workmanship within the period of the manufacturer's standard warranty will be corrected by the Successful Bidder(s) at no expense to the City.

2.33. WARRANTY, FITNESS FOR PURPOSE

The Successful Bidder(s) warrants the materials and labor supplied and the work performed under this contract conform to warranty materials provided for two (2) years from date of completion.

Any payment by the City on behalf of the goods or services received from the Successful Bidder(s) does not constitute a waiver of these warranty provisions.

The Successful Bidder(s) shall be responsible for promptly correcting any deficiency, at no cost to the City, within seven (7) calendar days after the City notifies the Successful Bidder(s) of such deficiency in writing. If the Successful Bidder(s) fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, notify the Successful Bidder(s), in writing, that the Successful Bidder(s) may be debarred as a City Bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the City within ten (10) calendar days of receipt of the notice. If the Successful Bidder(s) fails to satisfy the warranty within the period specified in the notice, the City may (a) place the Successful Bidder(s) in default of its contract, and/or (b) procure the products or services from another vendor and charge the Successful Bidder(s) for any additional costs that are incurred by the City for this work or items; either through a credit memorandum or through invoicing.

2.34. QUALITY AND MANUFACTURE

The apparent silences of these specifications as to any details or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

Specifications, brands and manufacturers' names, where given, are to establish product type and quality required. Any equal thereto will be considered, subject to the approval of the City of Miami. Bidders shall indicate on the Bid Sheets, the manufacturer, brand and model or style number they intend to supply to the City, for each item Bid. All materials shall be new, of current manufacture, and shall carry standard warranties. No substitutions shall be allowed after the Bid is awarded unless so authorized by the City.

The City reserves the right to perform its own testing procedures or to send any and all samples to any certifiable laboratory for analysis. Any and all costs for testing shall be borne by Bidder. On the basis of this testing and analysis, the City shall be sole judge of the acceptability of the sample in conjunction with the Bid specifications and its decision shall be final. Any sample submitted shall create an express warranty that the whole of the goods and/or services to be provided by the Successful Bidder(s) during the contract period shall conform to the sample submitted. The Successful Bidder(s) shall be required to provide adequate restitution to the City, in the manner prescribed by the City, if this warranty is violated during the term of the contract.

2.35. SPECIFICATION EXCEPTIONS

Specifications are based on the most current information available. Bidders shall notify the City of Miami Procurement Department, in writing, no less than ten (10) days prior to solicitation closing date of any change in the manufacturers' specifications which conflict with the specifications. Bidders must explain if applicable, enclose a scanned copy of the

manufacturer's specifications data detailing the changed item(s) with their submission. Additionally, Bidders must indicate any options requiring the addition of other options, as well as those which are included as a part of another option. Failure of Bidders to comply with these provisions will result in Bidders being held responsible for all costs required to bring the item(s) in compliance with contract specifications.

2.36. PRODUCT SUBSTITUTES

In the event a particular approved and awarded manufacturer's product becomes unavailable during the term of the Contract, the Successful Bidder(s) awarded that item may arrange with the authorized City representative, to supply a substitute product at the bid price or lower, provided that a sample is approved beforehand and that the new product meets or exceed all quality requirements. Successful Bidder(s) shall replace items purchased by the City which are of unacceptable quality or which are determined by the using department unserviceable for any reasons. Items covered by express warranty shall be governed by terms and conditions therein.

2.37. BALANCE OF LINE

While the City has listed all needed items on the Bid Solicitation, which are utilized citywide in conjunction with its operations, there may be ancillary items that must be purchased by the City during the term of this contract. For this reason, Bidders are requested to quote the percentage discount that will be offered to the City for items which do not appear on this Bid Solicitation. As reflected by the Bidder on the Price Line, this discount shall be offered for all items listed in nationally, established annual retail supply catalogs. The most recently published catalog shall serve as the basis for establishing the retail price to be discounted.

Bidder(s) shall submit, their product catalog, published price list, or other verifiable pricing source(s) for the products they offer as the Balance of Line.

2.38. TERMINATION

A. FOR DEFAULT

If the Successful Bidder(s) defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City Manager may terminate this Contract, in whole or in part, upon written notice without penalty to the City of Miami. In such event the Successful Bidder(s) shall be liable for damages including the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Successful Bidder(s) was/were not in default or (2) the Successful Bidder(s)'s failure to perform is without his or his subcontractor's control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City of Miami.

B. FOR CONVENIENCE

The City Manager may terminate this Contract, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City of Miami. If this Contract is for supplies, products, equipment, or software, and so terminated for the convenience by the City of Miami the Successful Bidder(s) will be compensated in accordance with an agreed upon adjustment of cost. To the extent that this Contract is for services and so terminated, the City of Miami shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

2.39. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included as part of your solicitation response shall be evaluated or considered, and any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted either purposely, through intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the General Conditions and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Bidder's authorized

signature affixed to the Bidder's acknowledgment form attests to this. If a Professional Services Agreement (PSA) or other Agreement is provided by the City and is expressly included as part of this solicitation, no additional terms or conditions which materially or substantially vary, modify or alter the terms or conditions of the PSA or Agreement, in the sole opinion and reasonable discretion of the City will be considered. Any and all such additional terms and conditions shall have no force or effect and are inapplicable to this PSA or Agreement.

3. Specifications

3.1. SPECIFICATIONS/SCOPE OF WORK

The purpose of this solicitation is to establish a contract with responsive and responsible Bidder(s) for the purchase and installation of municipal vehicle equipment, Citywide, on an as needed basis.

Bidder shall submit the Bid electronically via Bidsync which shall include the manufacturer's authorization letter. The City will apply the discount provided by the Bidder(s) to all items listed in the catalog. Failure to submit the official manufacturer's authorization letter shall deem the bid non-responsive.

A) VEHICLE EQUIPMENT CATALOG

The City intends to purchase municipal vehicle equipment from the manufacturer's catalog ("catalog"), on an as needed basis.

The Successful Bidder(s) shall:

- 1) Be authorized to sell and install the equipment offered;
- 2) Provide the current catalog with price lists upon request; the catalogs must be received by the City no later than five (5) business days after a written request is made;
- 3) Be allowed to update the catalog once a year on the anniversary of the effective contract date. Failure to update the catalog by the contract anniversary date will forfeit your right to update prices until the next anniversary date; and
- 4) Provide a discount percentage from the most current published price catalogs for the following municipal vehicle equipment manufacturers:

Emergency Vehicle Lighting / Siren / Electronics:

- 911 Signal, Emergency Lighting
- Abel 2 Products, Emergency Lighting
- BLI, Priority Start
- Brooking Industries, Emergency Lighting
- Code 3, Emergency Lighting
- D&R Electronics, Emergency Lighting
- ECCO, Emergency Lighting
- Federal Signal Corporation
- Fenix, Emergency Lighting
- GoLight, Scene Lighting
- GoLight, Helios (Thermal Imaging) & Parts/ Accessories
- Maxxima, Emergency Lighting
- Sound Off Signal, Emergency Lighting
- Star Warning Products, Emergency Lighting
- Thor Manufacturing, Power Inverters and Electronics
- Tremco, Safety Equipment
- Unity Spotlights, Scene Lighting

- Whelen, Emergency Lighting
- Hella, Vehicle Lighting
- KC HiLiTES, Vehicle Lighting

Vehicle Push Bumper /Prisoner and K-9 Transport:

- Ace K9 /Radiotronics, K9 Transport Electronic
- American Aluminum, Prisoner and K9 Transports
- Brooking Industries, Prisoner Transport (Seat & Window Bars)
- D&R Electronics, K-9 Transport Prisoner Transport
- Go Rhino, Prisoner Transport & Push Bumper
- Havis, Prisoner and K9 Transport
- Jotto Desk, Prisoner Transport
- Laguna, Prisoner Transport
- Pro-Gard Products, Prisoner Transport (Partition, Seats, Window Bars)
- Prisoner Transport Systems (PTS), Prisoner Transport
- Ranch Hand, Push Bumpers
- Ray Allen, K9 Electronics
- Setina, Prisoner Transport (Partitions, Seats, Window Bars) K9 Transport and NON-Lighted Push Bumpers
- Setina, Lighted Push Bumpers
- Troy Products, Prisoner Transport
- Westin, Push Bumpers

Vehicle Weapon Mounts and Storage:

- Boss Strongbox, Storage Solutions
- Big Sky Gun Racks, Gun Racks
- Cargoglide, Truck Storage Access Solution
- D&R Electronics, Gun Racks & Storage Boxes
- DECKED, Storage Solutions for Truck Bed
- GoRhino, Gun Rack and Storage Solutions
- Jotto Desk, Gun Racks
- Lund Industries, Gun Racks and Storage Solutions
- OPS, Storage Solutions
- Prisoner Transport Systems (PTS), Storage Boxes
- Pro-Gard Products, Gun Racks and Storage Solutions
- Rockland, Storage Boxes
- Santa Cruz Gunlocks, Gun Racks
- Setina, Gun Racks and Storage Boxes
- Setina, Blac-Rac Gun Racks
- Troy Products, Gun Racks and Storage Boxes
- Tuck Vault, Storage Boxes
- Tuffy Security Products, Storage Boxes
- Tufloc / Esmet, Storage Boxes

Computers / Console / Docking Station / Laptop & Tablet Mounts / Printers:

- Lind Electronics, Power Supplies for Laptops and Printers

- Brother Mobile Solutions, Printers and Accessories
- D&R Electronics, Consoles Laptop Mounts Docking Stations
- Gamber Johnson, Consoles Laptop Mounts Docking Stations
- Havis, Consoles Laptop Mounts Docking Stations
- Havis, Apple Related Products and ICS (Integrated Control Systems)
- Jotto Desk, Consoles Laptop Mounts Docking Stations
- LEM Solutions, Printer Mounts
- Lund Industries, Consoles Laptop Mounts Docking Stations
- Panasonic, Laptops
- Ram Mount, Consoles and Laptop Mounts
- Samsung, Computing Devices
- Troy Products, Consoles Laptop Mounts Docking Stations

Radar / In-car Video / LPR / Collision Avoidance / Vehicle Safety:

- Apollo Video, In-Car Video
- Decatur Electronics, In-Car Video and Radar
- Digital Ally, Body Camera and In-Car Video
- Genetec, LPR
- L3 Mobile /Safe Fleet, In-Car Video
- Mobileye, Collision Avoidance
- MPH Radar, Radar
- Point Blank / Advance Tech Group, Body Camera and In-Car Video
- Patrol Witness, In-Car Video
- Rearview Safety, Back-Up Camera System /Back-Up Sensors/360 System/Mobile Dvr/Dash Cameras
- Rostra, Back-Up Camera System /Back-Up Sensors/360 System/Mobile Dvr/Dash Cameras
- Stalker, Radar
- Utility, Body Camera and In-Car Video
- Watchguard, Body Camera and In-Car Video

Flashlights / Other Lighting:

- Bayco Products, Flashlights
- Maglite, Flashlights
- Pelican Products, Flashlights and Scene Lighting
- Streamlight, Flashlights
- Sure Fire, Flashlights

Truck Topper / Caps / Truck Equipment / Van storage:

- A.R.E., Topper and Tonneau Covers
- Bakflip, Bed Covers
- Reading, Truck / Utility Body Products
- Roll-N-Lock, Bed Covers
- Spacecap, Transferable Fiberglass Caps
- Buyers Products, Truck Equipment and Accessories
- Deeze, Truck Equipment and Accessories
- Keystone Automotive, Truck Equipment and Accessories
- Meyers Distributing, Truck Equipment and Accessories

- Kargo Master, Van Accessories
- Legend Fleet Solutions, Van Accessories
- Masterack, Van Accessories
- OPS Public Safety, Van Accessories
- Westcan Manufacturing, Van Accessories

Computers / Console / Docking Station / Laptop & Tablet Mounts / Printers:

- Pro-Clip, Mobile Mounting Solutions

Fleet Safety Products and Services:

- Fleet Safety Website, www.fleetsafety.com All Products

Dana Safety Supply (“DDS”) Products and Services:

- DSS Products, Private Label and Sole Distributor Products
- DSS Website, www.danasafetysupply.com All Products

B) PICKUP AND DELIVERY FOR DDS PRODUCTS AND SERVICES

Successful Bidder(s) shall indicate a “fixed” fee associated with the vehicle pick-up and delivery for installation of DDS Vehicle Equipment. (Calculated based on round trip from Successful Bidder(s) facility to the General Services Administration, Fleet Division location, the Fire Garage or authorized predetermined location within the City of Miami.)

C) INSTALLATIONS

Successful Bidder shall be authorized to install the manufacturer’s products and shall be (or its Subcontractor) a local installer (Miami Dade County or Broward County).

Labor Time Rate

Successful Bidder(s) shall indicate a “fixed” shop labor time allocation to install all police vehicle equipment components purchased under discounted percentages in the catalogs. (1/2 hour = .5, 1/4 hour= .25)

D) WINDOW TINTING SERVICES

Window tinting (if required) on the vehicle will be done at the time of the installation of the equipment and will not be done as a standalone service. All window tint film used shall be legal in the State of Florida and shall carry a standard warranty of seven (7) years against manufacturers defects and meet the coverage requirement below:

- a) Window Tinting for Sedans shall include five (5) windows, plus one (1) Sunstrip.
- b) Window Tinting for Sports Utility Vehicle shall include seven (7) windows, plus one (1) Sunstrip.
- c) Window Tinting for Pickup Standard Cab shall include three (3) windows, plus one (1) Sunstrip.
- d) Window Tinting for Pickup Extended Cab shall include five (5) windows, plus one (1) Sunstrip.

- e) Window Tinting for Pickup Crew Cab shall include five (5) windows, plus one (1) Sunstrip.
- f) Window Tint 2, 2 Windows (2 Front Windows to Match Rear, Most SUV)
- g) Window Tint 3, 3 Windows (Pick-Up Truck W/Standard Bed)
- h) Window Tint 5, 5 Windows (Sedan Vehicles, Crew Cab Pick-Up Trucks)
- i) Window Tint 7, 7 Windows (SUV, Utility Vehicles)
- j) Window Tint Sun, Sunstrip (Windshield Sunstrip)
- k) Window Tint Removal, Removal of Window Tint (1 Per Window)
- l) Window Tint Nano, 7 Windows Nano Ceramic / Premium Tint (SUV, Utility Vehicle, K-9 Units)



CITY OF MIAMI LOCAL OFFICE CERTIFICATION

(City Code, Chapter 18, Article III, Section 18-73)

Solicitation Type and Number: _____ (i.e. IFQ/IFB/RFP/RFQ/RFLI No. 123456)

Solicitation Title: _____

_____ (Bidder/Proposer) hereby certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

Local office means a business within the city which meets all of the following criteria:

- (1) Has had a staffed and fixed office or distribution point, operating within a permanent structure with a verifiable street address that is located within the corporate limits of the city, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue; for purposes of this section, "staffed" shall mean verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week, whether as a duly authorized employee, officer, principal or owner of the local business; a post office box shall not be sufficient to constitute a local office within the city;
- (2) If the business is located in the permanent structure pursuant to a lease, such lease must be in writing, for a term of no less than twelve (12) months, been in effect for no less than the twelve (12) months immediately preceding the date bids or proposals were received, and be available for review and approval by the chief procurement officer or its designee; for recently-executed leases that have been in effect for any period less than the twelve (12) months immediately preceding the date bids or proposals were received, a prior fully-executed lease within the corporate limits of the city that documents, in writing, continuous business residence within the corporate limits of the city for a term of no less than the twelve (12) months immediately preceding the date bids or proposals were received shall be acceptable to satisfy the requirements of this section, and shall be available for review and approval by the chief procurement officer or its designee; further requiring that historical, cleared rent checks or other rent payment documentation in writing that documents local office tenancy shall be available for review and approval by the chief procurement officer or its designee;
- (3) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, a current business tax receipt issued by both the city and Miami-Dade County, if applicable; and
- (4) Has had, for a minimum of twelve (12) months immediately preceding the date bids or proposals were received for the purchase or contract at issue, any license or certificate of competency and certificate of use required by either the city or Miami-Dade County that authorizes the performance of said business operations; and
- (5) Has certified in writing its compliance with the foregoing at the time of submitting its bid or proposal to be eligible for consideration under this section; provided, however, that the burden of proof to provide all supporting documentation in support of this local office certification is borne by the business applicant submitting a bid or proposal.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Bidder/Proposer Local Office Address: _____

Does Bidder/Proposer conduct verifiable, full-time, on-site employment at the local office for a minimum of forty (40) hours per calendar week?	<input type="checkbox"/> YES <input type="checkbox"/> NO
If Bidder/Proposer's Local Office tenancy is pursuant to a lease, has Bidder/Proposer enclosed a copy of the lease?	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A
Has Bidder/Proposer enclosed a copy of the Business Tax Receipt (BTR) issued by the City of Miami and Miami-Dade County?	City of Miami: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Exempt Cite Exemption: _____ _____ Miami-Dade County: <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Exempt Cite Exemption: _____ _____
Has Bidder/Proposer enclosed a copy of the license, certificate of competency and certificate of use that authorizes the performance of Bidder/Proposer's business operations?	<input type="checkbox"/> YES <input type="checkbox"/> NO

Bidder/Proposer's signature below certifies compliance with the *Local Office* requirements stated under Chapter 18/Article III, Section 18-73, of the Code of the City of Miami, Florida, as amended.

 Print Name (Bidder/Proposer Authorized Representative)

 Signature

 Date

STATE OF FLORIDA
COUNTY OF _____

Certified to and subscribed before me this _____ day of _____, 20____, by

_____.

(Signature of Notary Public-State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

INSURANCE ADDENDUM INSURANCE DEFINITIONS, REQUIREMENTS AND CONDITIONS

The VENDOR/CONTRACTOR / CONSULTANT (AS APPLICABLE) agrees to provide and maintain throughout the life of this contract and at Vendor/Contractor/ Consultant's expense insurance coverage outlined herewith as applicable insuring all operations related to the contract and any extensions thereof.

Workers Compensation and Employers Liability

Statutory requirements per Chapter 440, Florida Statutes, as amended, are applicable, and this coverage is subject to the Laws of the State of Florida. This coverage protects against lawsuits stemming from workplace accidents. It provides for medical care to injured employees, along with compensation for lost income.

Commercial General Liability

It protects against accidents and injuries that occur on company property or the property of a customer. It compensates an injured person or owner of property for injuries and property damages, and the cost of defending lawsuits, including legal settlements or investigations. This policy also covers claims resulting from products exposures, libel, slander, copyright infringement, and other personal and advertisement injuries.

Commercial Automobile Liability

It protects against liability, no fault, medical payments, uninsured and underinsured motorists claims, collision and other than collision physical damage. In addition, this policy affords coverage on autos that are hired or borrowed or non-owned for use in the business. The non-owned can be autos owned by employees or members of their households.

Non-Owned Auto exposures can be endorsed or added under the Commercial General Liability Policy.

Professional/Errors and Omissions Liability

Used by many professionals such as engineers, lawyers, accountants, stock brokers, financial advisers, insurance agents, court reports, dentists, nurses and teachers. It protects against the financial effects of liability lawsuits filed by clients. It basically protects professionals who cause harm to a client due to incompetence, errors , or negligence.

Umbrella Liability

It protects against liability and losses after primary insurance benefits have been exhausted. This supplemental coverage kicks in only after the underlined liability policies have paid their maximum benefits.

Environmental Liability

It protects against the financial costs of claims of injury or damage due to pollution, and other costs of cleaning up pollutants. These policies are designed to cover both property and liability risks.

Directors and Officers Liability

This coverage protects against claims from stockholders, employees and clients that are also aimed individually at directors and officers. These claims typically stem from errors in judgement, breaches of duty and wrongful acts in connection with company business.

Cyber Liability

It protects against costs of the theft, destruction or unauthorized use of electronic data through computer viruses or network intrusions. It also adds protection to a business against such costs if a business fails to safeguard another party's electronic data. Companies sharing data outside their internal network benefit from this coverage

Commercial Property

It protects against claims or damages to the insured's buildings, business personal property and personal property of others. It can also provide for loss of business income coverage or extra expenses incurred because of physical loss by a covered peril to the insured's property.

Commercial Crime

It protects against loss of money, securities and other property because of a variety of criminal acts such as employee theft or embezzlement, burglary, robbery, forgery, computer fraud, kidnapping and extortion. Crime insurance also covers money and securities against damage or destruction by almost any cause of loss, not just crime.

Builders Risk

It protects against damage to or destruction of buildings or other structures during their construction. Any party with a financial interest in a construction, remodeling, or repair project benefits from this coverage.

Surety Bonds

Surety bonds are three party contracts. The principal, the party that undertakes the obligation, pays for the issuance of a bond by a surety company. The bond provides capital to guarantee the obligation will be performed. The obligee is the party that receives the benefit of the bond If the obligation is improperly performed. If payment and performance bonds are required such bonds must be substantially in the form prescribed by Florida Statutes 255.05, as amended, and will be subject to the approval of the City of Miami Director of the Department of Risk Management.

Valuable Papers

It pays for the cost to reconstruct damaged or destroyed valuable papers and records. Typically is defined to include almost all forms of printed documents or records with the exception of money or securities, and data and media which is usually excluded.

Additional Requirements

The Vendor/Contractor must furnish the City of Miami, Department of Procurement, and Risk Management located at 444 S.W. 2nd Avenue Miami, Florida 33130, original Certificates of insurance to be in force on the date of this Contract, and Renewal Certificates of insurance thereafter. All policies indicated on the certificate must be in compliance with all Contract requirements. The failure of the City to obtain the applicable or corresponding certificates from Contractor is not a waiver by the City of any requirements for the Vendor/Contractor.

The Vendor/Contractor must furnish Certificates insurance listing the City of Miami as an additional insured. All insurance certificates must be signed, dated and reference the City contract number.

The insurance must provide for sixty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Vendor/Contractor. The Vendor/Contractor further agrees to have insurers waive their rights of subrogation against the City of Miami, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Vendor/Contractor in no way limit the Vendor/Contractor's liabilities and responsibilities specified within the Contract or law.

Any insurance or self-insurance programs maintained by the City of Miami shall not contribute with insurance provided by the Vendor/Contractor under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If the Vendor/Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or Limited Liability Company and each of its separate constituent entities as named insureds.

The Vendor/Contractor must require all subcontractors to provide the insurance required herein. All subcontractors are subject to the same insurance requirements of the Vendor/Contractor unless otherwise specified in this Contract.

If the Vendor/Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost. Notwithstanding any provision in the Contract to the contrary, the City of Miami Risk Management Department maintains and reserves the right to modify, delete, alter or change these requirements.

Note:

The duty to carry and maintain insurance during the life of the contract will survive the cancellation or expiration, as applicable, under the Contract.

POLICY NUMBER:

APM- 2-19

DATE:

March 26, 2019

ISSUED BY:

Emilio T. Gonzalez, Ph.D.
City Manager/Designee



SIGNATURE

City of Miami
CITY OF MIAMI



**ADMINISTRATIVE
POLICY**

<u>REVISIONS</u>		Solicitation 1301386
<u>REVISED SECTION</u>		<u>DATE OF REVISION</u>
Created		3/26/19

SUBJECT: ELIMINATING THE PROCESS OF CURING IRREGULARITIES IN DOCUMENTS SUBMITTED IN RESPONSE TO REQUEST FOR QUALIFICATIONS (RFQ), REQUEST FOR PROPOSALS (RFP), REQUESTS FOR LETTERS OF INTEREST (RFLI), INVITATION FOR BIDS (IFB), INVITATION TO BID (ITB), INVITATION TO QUOTE (ITQ), AND REQUEST FOR SPONSORSHIP (RFS) EFFECTIVE MAY 6, 2019

PURPOSE:

To improve the procurement solicitation process in order to provide internal and external customers with a more efficient and effective procurement of goods and services for the City of Miami. This APM establishes guidelines that eliminate the process of curing irregularities in proposals and bids submitted in response to RFQs, RFPs, RFLI's IFBs, ITBs, ITQs and RFS.

BACKGROUND:

Currently, the Department of Procurement ("Procurement") allows Proposers and Bidders to cure certain deficiencies, deviations, irregularities, omissions, and/or technicalities in proposals and bids submitted to the City in response to RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS.

In collaboration with the Department of Innovation and Technology ("DoIt"), Procurement has identified the process of curing as the cause of significant delays in formal solicitation process. When proposals and bids require a cure, Procurement sends out a "Notice to Cure" to Proposers and Bidders who are then given additional time to correct, complete, and re-submit the required documents. The process of curing is time intensive and delays the procurement of necessary goods and services for the City; it prolongs the due diligence review period and it stalls and delays the evaluation and selection process, resulting in the extension of time between the issuance of an RFP, RFQ, RFLI, IFB, ITB, ITQ, or RFS solicitation and its award date.

Eliminating the process of curing will streamline and improve the overall procurement solicitation process while making it more efficient by removing a source of delay, and more effective by concentrating due diligence reviews only on complete and responsive proposals and bids. Additionally, it is not a common procurement industry practice to allow cures. Other local public agencies such as Miami-Dade County and the Miami-Dade County Public School System do not presently allow cures in such similar instances.

GUIDELINES:

Procurement will only review and evaluate proposals and bids that have been deemed responsive. **Responsive bids and proposals responses are defined by our Procurement Code.**¹ Prospective Proposers and Bidders should understand that non-responsive proposals or bids will not be reviewed and will be eliminated from the evaluation and selection process.

The City will not consider the curing of any proposal or bid that fail to meet the minimum qualifications or submission requirements of an RFQ, RFP, RFLI, IFB, ITB, ITQ, or RFS as applicable. Material deficiencies, deviations, irregularities, omissions, and/or technicalities are not waivable.

Proposals and bids submitted with deficiencies, irregularities, omissions, and/or technicalities that deviate from the minimum qualifications and/or submission requirements for RFQs, RFPs, RFLIs, IFBs, ITBs, ITQs and RFS shall result in a non-responsive determination. The following list includes, but is not limited to, proposal and bid deficiencies, deviations, irregularities, omissions, and/or technicalities that shall result in a non-responsive determination for any solicitation issued on or after May 6, 2019:

If a proposal or bid is missing forms, or contains unnotarized forms, unsigned forms, incorrect forms, or forms signed by any individual, other than the Proposer or Bidder, Proposer's or Bidder's team members, and/or individuals attesting to the stated project experience, the Proposer or Bidder **will not** be given time to cure the proposal or bid, and the City shall deem such proposal or bid non-responsive. The City, at its sole discretion, reserves the right to waive minor deviations not listed above. Such minor deficiencies, deviations, irregularities, omissions, or technicalities may be timely cured by the Proposer or Bidder, at the sole discretion of the City. Material (i.e. substantial or notable) deficiencies, deviations, irregularities, omissions, or technical issues cannot be cured by the Proposer or Bidder and are not waivable by the City.

For illustrative guidance please see below an excerpt from State of Florida procurement instructions which discuss the difference in plain language between material and minor variances.

Responsive bidder, proposer, offeror, or respondent means a business which has submitted a bid, offer, proposal, quotation or response which conforms in all material respects to the solicitation. Sec. 18-73, City Code.

(Excerpt from 2012 WL 1155290 (Fla.Div.Admin.Hrgs.))

Mandatory Responsiveness Requirements: Terms, conditions or requirements that must be met by the proposer to be responsive to this RFP. The responsiveness requirements are **mandatory**. Failure to meet the responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be evaluated.

1.15 Material Deviations: The Department has established certain requirements with respect to proposals to be submitted by Proposers. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this RFP indicates a requirement or condition which may not be waived by the Department except where any **deviation** therefore is not **material**. A **deviation** is **material** if, in the Department's sole discretion, the deficient response is not in substantial accord with this RFP's requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. **Material deviations** cannot be waived and shall be the basis for rejection of a response. Because this is an RFP, the Department will apply this definition liberally in reviewing responses in regard to service delivery.

1.16 Minor Irregularity: A variation from the RFP terms and conditions which does not affect the price proposed or gives the proposer an advantage or benefit not enjoyed by the other proposers or does not adversely impact the interests of the Department.

ATTACHMENT A

CITY OF MIAMI LIVING WAGE ORDINANCE

ARTICLE X. - LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS AND CITY EMPLOYEES^[9]

Footnotes:

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Note— Section 5 of Ord. No. 12787 states that this article shall be effective October 1, 2006.

Editor's note— Prior to the adoption of Ord. No. 12787, Ord. No. 12623, § 2, adopted December 9, 2004, repealed article X, divisions 1—4, in its entirety, which pertained to the economic development financing authority and derived from Ord. No. 12062, § 3, adopted May 10, 2001.

Sec. 18-556. - Definitions.

City means the government of the City of Miami or any authorized agents, any board, agency, commission, department, or other entity thereof, or any successor thereto.

Contract means any contract to provide services to the city in which the total value of the contract exceeds \$100,000.00 per year.

Contractor means any "for profit" individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business entity which meets the following criteria:

- (1) The contractor is paid in whole or part from one or more of the city's general funds, capital project funds, special revenue funds, or any other funds, including, but not limited to, grants, donations, and the like, whether by competitive bid process, requests for proposals, or some other form of competitive solicitation, negotiation, or agreement, or any other decision to enter into a contract; and
- (2) The contractor is engaged in the business of or part of a contract to provide services for the benefit of the city. This section shall apply to employees of the contractor who spend the majority of their time on covered City of Miami service contracts. If the contract is for both goods and services it shall only apply to the services portion of such contract. This section shall not apply to contracts which are primarily for the sale or leasing of goods. Goods are defined in section 18-73 of the City Code.

Covered employee means anyone employed by the city working more than 35 hours per week or any service contractor employee, working full or part-time, with or without benefits, that is involved in providing services under the service contractor's contract with the city.

Covered employer means the city and any and all service contractors and subcontractors of a service contractor.

Living wage means a wage that is as defined in section 18-557 of this Code. The living wage may be adjusted once annually by an amount equivalent to the cost of living adjustment for Miami-Dade County as published by the United States Department of Labor, Bureau of Labor Statistics. Language so stating will be included in all request for proposals, or other competitive solicitation documents, issued by the city for the procurement of services (unless the living wage provisions are excluded as provided in section 18-557 herein).

New service contracts means those having contracts competitively solicited and awarded on or after January 1, 2017.

Service contract means a contract to provide services to the city excluding, however, professional services as defined by the "Consultants Competitive Negotiation Act" set forth in F.S. § 287.055, and section 18-87 of the City Code and/or the other exclusions provided by section 18-557 of the City Code.

(Ord. No. 12787, § 2, 4-6-06; Ord. No. 13648, § 2, 11-17-16)

Sec. 18-557. - Living wage.

(a) *Living wage paid.*

- (1) New service contractors. All new service contracts shall pay to all its employees who provide covered services a living wage of no less than \$15.00 per hour without health benefits; or a wage of no less than \$13.19 an hour with health benefits as defined in this section unless otherwise excluded pursuant to this article.
- (2) Existing service contracts. Service contracts awarded and effective or competitively solicited prior to January 1, 2017, shall not be subject to the payment of the living wage set forth in this section and shall continue to be governed by the terms and conditions of the respective solicitation and resulting contractual documents, when applicable.
- (3) The living wage provisions shall apply to all contracts covered by this section unless specifically excluded by one or more subsections below:
 - a. The living wage provision is disallowed by a federal or state law or regulation, grant requirements, or by a contract the city is accessing by "piggybacking", and which contract does not include a living wage provision;
 - b. Funding sources for the contract disallow the living wage provision or provide contradictory funding requirements, or are contained in a contract awarded or solicited prior to the effective date of January 1, 2017, and which contract includes renewals or extensions;
 - c. Professional service contracts awarded under the "Consultants Competitive Negotiation Act", F.S. § 287.055, for the professional services within the scope of the practice of architecture, professional engineering, landscape architecture, registered surveying, and/or mapping;
 - d. The living wage provision is waived by the city commission by resolution, prior to issuance of the competitive solicitation document, upon written recommendation of the city manager or authorized designee, when the city commission finds it is in the best interest(s) of the city to approve such waiver, in which case the living wage provision shall not apply in the competitive solicitation document; or
 - e. All responsible wage construction contracts covered by section 18-120 of this Code.
- (4) *City employees.* For covered employees of the city, the city will begin to pay the living wage on a phase-in basis over a nine-year period beginning with the 2006-2007 city budget year to be implemented in the 2014-2015 fiscal year. The city manager, in his sole discretion, without further city commission approval, shall have the option to consider whether it is in the city's best interest to complete the phase-in payment of living wage to city employees on a four-year period. Thereafter, the living wage to be paid by the city shall be subject to negotiations within the collective bargaining structure.

(b) *Health benefits; eligibility period.* For a covered employer to comply with this article by choosing to pay the lower wage scale available when a covered employer also provides a standard health benefit plan, such health benefit plan shall consist of a payment of at least \$1.81 per hour toward the provision of health benefits for covered employees and their dependents and shall be approved by the city.

If the health benefit plan of the covered employer requires an initial period of employment for a new employee to be eligible for health benefits (the "eligibility period"), a covered employer may qualify to pay the \$13.19 per hour wage scale for a term not to exceed the new employee's eligibility period, provided the new employee will be paid health benefits upon completion of the eligibility period, which period shall not exceed 90 days.

(c) *Certification required before payment.* Any and all service contracts subject to this article shall be void, and no funds may be released, unless prior to entering any such contract with the city, the service contractor certifies to the city that it will pay each of its covered employees no less than the living wage. A copy of this

certificate must be made available to the public upon request. The certificate, at a minimum, must include the following:

- (1) The name, address, and phone number of the employer, a contact person, and the specific project for which the service contract is sought;
 - (2) The amount of the service contract and the city department the contract will serve.
 - (3) A brief description of the project or service provided;
 - (4) A statement of the wage levels for all covered employees; and
 - (5) A commitment to pay all covered employees the living wage.
- (d) *Observation of other laws.* Every covered employee shall be paid without subsequent deduction or rebate on any account (except as such payroll deductions as are directed or permitted by law or by a collective bargaining agreement). The service contractor shall pay covered employees wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
- (e) *Posting.* A copy of the living wage rate shall be kept posted by the service contractor subject to this article, at the site of the work in a prominent place where it can easily be seen and read by the covered employees and shall be supplied to such employees within a reasonable time after a request to do so. Additionally, service contractors subject to this article, shall furnish a copy of the requirements of this article to any entity submitting a bid for a subcontract on any service contract subject to this article.

Posting requirements will not be required where the service contractor subject to this article, prints the following statements on the front of the covered employee's first paycheck and every six months thereafter. "You are required by the City of Miami Living Wage Ordinance to be paid a living wage. If you do not believe you are being paid at the living wage rate, contact your employer, an attorney, or the City of Miami." All notices will be printed in English, Spanish and Creole.

- (f) *Collective bargaining.* Nothing in this article shall be read to require or authorize any service contractor subject to this article, to reduce wages set by a collective bargaining agreement or as required under any prevailing wage law.

(Ord. No. 12787, § 2, 4-6-06; Ord. No. 13110, § 2, 10-22-09; Ord. No. 13405, § 2, 9-26-13; Ord. No. 13648, § 2, 11-17-16)

Sec. 18-558. - Implementation.

- (a) *Maintenance of payroll records.* Each service contractor to which living wage requirements apply, as described in this article, shall maintain payroll record for all covered employees and basic records relating thereto and shall preserve them for a period of three years from the date of termination or expiration of the service contract. The records shall contain:
- (1) The name and address of each covered employee;
 - (2) The job title and classification;
 - (3) The number of hours worked each day;
 - (4) The gross wages earned and deductions made;
 - (5) Annual wages paid;
 - (6) A copy of the social security returns and evidence of payment thereof;
 - (7) A record of fringe benefit payments including contributions to approved plans; and
 - (8) Any other data or information the city shall require from time to time.
- (b) *Reporting payroll.* Every six months, the service contractor to which living wage requirements apply, as described in this article, shall file with the city's procurement director a listing of all covered employees together with a certification of compliance with this article. Upon request from the city, the service contractor shall produce for inspection and copying its payroll records for any or all of its covered employees for any

period covered by the service contract. The city may examine payroll records as needed to ensure compliance.

(Ord. No. 12787, § 2, 4-6-06; Ord. No. 13110, § 2, 10-22-09)

Sec. 18-559. - Compliance and enforcement.

- (a) *Service contractor to cooperate.* The service contractor shall permit city employees, agents, or representatives to observe work being performed at, in or on the project or matter for which the service contractor has a contract. The city representatives may examine the books and records of the service contractor relating to the employment and payroll of covered employees and may survey covered employees to determine if the service contractor is in compliance with the provisions of this article.
- (b) *Complaint procedures and sanctions.* An employee who believes that he/she is a covered employee of a service contractor and that the service contractor is or was not complying with the requirements of this article has a right to file a complaint with the procurement director of the city. Such complaints may be made at any time and shall be investigated within a reasonable period of time by the city. Written and oral statements by any such employee shall be treated as confidential and shall not be disclosed without the written consent of the employee to the extent allowed by the Florida Statutes.
- (c) *Private right of action against service contractor.* Any covered employee or former covered employee of a service contractor may, instead of utilizing the city administrative procedure set forth in this article, but not in addition to such procedure, bring an action by filing suit against the service contractor in any court of competent jurisdiction to enforce the provisions of this article and may be awarded back pay, benefits, attorney's fees, and costs. The applicable statute of limitations for such a claim will be two years as provided in F.S. § 95.11(4)(c) as may be amended from time to time for an action for payment of wages. The court may also impose sanctions on the service contractor, including those persons or entities aiding or abetting the service contractor, to include wage restitution to the affected covered employee and damages payable to the covered employee in the sum of up to \$500.00 for each week the service contractor is found to have violated this article.
- (d) *Sanctions against service contractors.* For violations of this article, the city shall sanction a service contractor by requiring the service contractor to pay wage restitution at its expense for each affected employee. The city may also sanction the service contractor in at least one of the following additional ways:
 - (1) The city may impose damages in the sum of \$500.00 for each week for each covered employee found to have not been paid in accordance with this article;
 - (2) The city may suspend or terminate payment under the service contract or terminate the contract with the service contractor; and
 - (3) The city may declare the service contractor ineligible for future service contracts for three years or until all penalties and restitution have been paid in full, whichever is longer. In addition, any employer shall be ineligible for a service contract where principal officers of such employer were principal officers of a service contractor who has been declared ineligible under this article.
 - (4) If the contract has been awarded under the city procurement ordinance, the city may debar or suspend the contractor as provided therein.
- (e) *Public record of sanctions.* All such sanctions recommended or imposed shall be a matter of public record.
- (f) *Sanctions for aiding and abetting.* The sanctions contained in this article shall also apply to any party or parties aiding and abetting in any violation of this article.
- (g) *Retaliation and discrimination barred.* A service contractor shall not discharge, reduce the compensation, or otherwise discriminate against any covered employee for making a complaint to the city, or otherwise asserting his or her rights under this article, participating in any of its proceedings or using any civil remedies to enforce his or her rights under this article. Allegations of retaliation or discrimination, if found true in a city administrative proceeding or by a court of competent jurisdiction, shall result in an order of restitution and reinstatement of a discharged covered employee with back pay to the date of the violation or such other relief as deemed appropriate.

(h) *Remedies herein non-exclusive.* No remedy set forth in this article is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the rights under this article or in a court of law. This article shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

(Ord. No. 12787, § 2, 4-6-06; Ord. No. 13648, § 2, 11-17-16)

Sec. 18-560. - Employers receiving direct tax abatement or subsidy.

The city reserves the right to impose the living wage requirements of this article on or after January 1, 2017 on any employer as a condition of that employer receiving a direct tax abatement or subsidy from the city.

(Ord. No. 13648, § 2, 11-17-16)

Secs. 18-561—18-599. - Reserved.

Question and Answers for Solicitation #1301386 - Purchase and Installation of Municipal Vehicle Equipment - Citywide

Overall Solicitation Questions

There are no questions associated with this Solicitation.

Question Deadline: Apr 19, 2021 3:00:00 PM EDT

FSA Cooperative Purchasing Program



**Contract: FSA20-VEL28.0 – Pursuit,
Administrative and Other Vehicles**
Contract: FSA20-VEH18.0 – Heavy Trucks
Contract: FSA20-EQU18.0 – Heavy Equipment
(Items formerly included under “VEH” contract.)

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Ed Lanier, FSA Cooperative Purchasing Program Coordinator
E-mail: elanier@flsheriffs.org
Phone: 850-877-2165, ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165, ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

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1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856 vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

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1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- a. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.
- b. Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- d. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administers the Invitation to bid and contract administration functions for this contract.
- e. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
- f. Factory: Refers to the manufacturer produced products.
- g. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.
- h. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request

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for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

- i. **Manufacturer:** The original producer or provider of vehicles or equipment offered on this contract.
- j. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - 1. Manufacturer's Computer Printouts: Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
 - 2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
 - 3. Manufacturer's Annual U.S. Price Book
 - 4. Manufacturer's official website
- k. **Non-Scheduled Options:** Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.
- l. **Production Cutoff:** A date used by manufacturers to notify dealers that the factory has reached maximum capacity for orders or are discontinuing the production of a vehicle or equipment. Vehicle manufacturers use this term when referring to any given model year for production.
- m. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- n. **Purchaser:** A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.
- o. **Purchase Order:** A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.
- p. **Third Party Supplier:** Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle or equipment. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.
- q. **Vendor:** The bidder that has been awarded and agrees to provide vehicles or equipment that meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.
- r. **Vendor Installed:** A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

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Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out of state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

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1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management

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

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must

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be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to

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reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

1.27 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor *prior to* conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.29 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

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Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.32 QUALITY AND SAFETY

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

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

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1.33 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.35 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;

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- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

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1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA there from, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest

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ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

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If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be

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incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

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The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet Business Information Report Snapshot
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

2.02 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company plans to contract out for service a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,
 - Number of personnel available to service the contract,
 - Qualifications of personnel providing warranty work, and
 - Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

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Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be provided no later than five business days before the contract award date. The certificate must state Bid Number and Title. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

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It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

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2.04 SPECIFICATIONS

All units covered by this Contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained on the FSA bid system. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide information requested on the FSA bid system or may have their bid rejected.

All vehicles, equipment, and options provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided in this Contract.

2.06 DISCOUNTS

Discounts listed in heavy vehicle and heavy equipment bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and options.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

2.08 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

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Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

2.09 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.10 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting in accordance with FSA requirements. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

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Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form
- Insurance Checklist
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA20-VEH18.0 and FSA 20-EQU18.0
- Manufacturer Authorization Forms are **not** required for Contract FSA20-VEL28.0
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens
- Qualified Bidder documentation, as required in Section 2.01

The qualification forms are located on the bid system.

2.13 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each specification, make, and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

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2.14 OPTION PRICING

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. Section 2.15 contains specific instructions and exceptions for emergency lights and sirens.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

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Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

Option Upload

The bid system will accept option information from bidders through a .pdf file upload. The option information required for the bid submission of the options under each bid specification number include:

- Bid Item number (FSA item specification number)
- Order code (Manufacturer order code)
- Description
- Price

The options will correspond to the specification or item number. Multiple options may be listed for each each specification or item number bid. Therefore, bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA may require bidders to correct the formatting of the options, but pricing may not be modified. Failure of the bidder to make corrections may cause the bid to be rejected.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the description, and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the bidder will credit the purchaser.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3

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in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

Prices submitted for emergency lights and sirens shall include all applicable government imposed fees.

Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission.

For vehicles that are manufactured with emergency lights and sirens, including motorcycles, bidders may not charge for labor, emergency lights or sirens that come from the factory equipped with these features as standard equipment.

Bid Submission of Emergency Lights and Sirens

Bidders will be asked to provide pricing for emergency lights and sirens by submitting a pricing sheet. The bid system will receive pricing through a standardized Excel file. The pricing sheet will include:

- Group
- Order code
- Description
- Price (part only)
- Labor hours
- Labor cost per hour

2.16 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA bid system, VendorLink. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

Bidders must submit their bid electronically using the on the FSA bid system, which is located at <https://www.myvendorlink.com>. Bids not submitted within VendorLink will be rejected. Bidders are encouraged to participate in training provided for Vendorlink.

User names and passwords will be issued to qualified after registering in the bid system, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. \$10, not \$10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- \$.01-.49 will be rounded down to the prior dollar bid (e.g. \$50.49 = \$50)
- \$.50-.99 will be rounded to the next dollar (e.g. \$50.50 = \$51)

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

1. Submit bid electronically through the FSA bid system, VendorLink, for the applicable bid.

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2. Input bid price in the bid system price field within each specification being bid.
3. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
4. Enable printing on files submitted.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
6. Bids must be input into the standardized format in VendorLink.
7. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.
8. Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid submitted in VendorLink shall include the following documents:

- Executed Contract Signature Page
- Build sheet in a single merged .pdf document for each item bid as prescribed in the FSA bid system.
 - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall include the FSA bid specification item number, and indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be compiled into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- Option pricing required as a single merged .pdf document as prescribed in the FSA bid system.
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Emergency Vehicle Technician Certifications, if applicable.
- Service Standard Plan, Section 2.02, if applicable.
- Any requested equivalents, Section 2.10, or exceptions, Section 2.08.
- Certificates of Insurance, as applicable for policies in existence at the time of bid submission

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

2.17 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is included in Appendix B. A space is provided for the bidder to indicate pricing for each zone. The bidder only submits a bid for each zone if pricing is provided for each zone.

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2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read the bidder name and verify that the bidder successfully input the bid within the timeframe prescribed for bid submission in the Bid Calendar.

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract. As set forth in section 2.27, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

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Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as nonresponsible.

2.24 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.25 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle or equipment, which amount the vendor

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agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.26 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as indicated in the Bid Calendar. <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only>.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.27 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.28 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the bid award date and effective date of the awarded contract as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

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3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal Option

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment

On an annual basis during the contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, significant manufacturer changes to the production of and specification design, or in the event of material changes in tariffs that result in cost increases of 15% or more.

The price adjustment request may be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Price adjustments will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

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Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

In cases where manufacturers have significant changes to production and specification design to an awarded item, FSA will consider certified manufacturer price changes and may allow price adjustments to reflect such changes in price from the manufacturer to the awarded vendor.

For any vendor-initiated price adjustment to commence on the first day of the renewed contract term, extension or the end of a 12-month period, the vendor's request or adjustment should be submitted one hundred and twenty (120) calendar days prior to expiration of the then current contract, extension or 12-month period. The vendor-initiated price adjustment request must clearly substantiate the reasons for the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

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3.08 PRODUCTION CUTOFF

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

3.11 POLICE RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and
Budget Police Vehicle Evaluation Program

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https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook639203_7.pdf

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:

<https://www.lasd.org/pdfjs/web/viewer.html?file=VehicleTestBooklet.pdf>

Motorcycles:

https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf

3.12 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

3.13 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.14 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the purchaser, the vendor shall be required to replace the vehicle

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with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

3.15 VENDOR INSTALLED OPTIONS

All vendor-installed accessories or options shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

3.16 NON-SCHEDULED OPTIONS

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

3.17 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.18 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

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3.19 ORDER

The vendor shall submit a copy of the purchase order to the FSA within 15 calendar days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasing agency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. An example Confirmation of Order form is included in Appendix C.

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Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

3.20 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

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All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

3.21 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

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6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

3.22 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

3.23 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) business days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.24 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

3.25 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

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The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

3.26 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

The vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) calendar days after the date of the purchase order. Purchase orders and accompanying documentation shall include base specification items purchased and all options itemized separately.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to COOP@flsheriffs.org.

The files should be named using the the name of the purchasing entity, the purchaser type and the PO number. The purchaser type other can include any other eligible purchaser including special district, fire department or other purchasing entity not specifically named here. Out of state sales should include the state in the name.

PURCHASER TYPE	SAMPLE STRUCTURE	EXAMPLE
MUNICIPALITY	City Name PO 12345.pdf	Tallahassee PO 12345.pdf
COUNTY	County Name County PO 12345.pdf	Leon County PO 12345.pdf
EDUCATION	Educational Institution Name PO 12345.pdf	Florida State University PO 12345.pdf
OTHER	Special District Name PO 12345.pdf	Northwest Florida Water Management District PO 12345.pdf
SHERIFF	Sheriff Office Name PO 12345.pdf	Leon County Sheriff PO 12345.pdf

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction of deficiencies.

Quarterly reports track the purchase orders received, deliveries made, and vendor administrative fees prescribed in Section 3.28 due in a given quarter.

All required quarterly report templates can be downloaded from the FSA website under the Cooperative Purchasing Program page, Other Links, Vendor Only page. All quarterly reports are to be sent to REPORTS@flsheriffs.org.

The quarterly report template shall be submitted using the Excel workbook provided. The workbook contains three 3 worksheets. The first worksheet titled "Instructions" must be completed with the name of the vendor and the quarter being reported in the fields that appear in red text. The quarter being reported should be selected from the drop down box. This information will be copied to the report page

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headers in each worksheet. The second worksheet must contain all sales or purchase orders received during the quarter. The third worksheet must contain information on all deliveries made during the quarter. This tab will automatically calculate the administrative fee due to FSA.

Purchase orders should not be sent with quarterly reports. A screenshot of the template of a quarterly report is located in Appendix D. Quarterly reports must be completed and submitted electronically. Quarterly reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports shall follow this schedule for the duration of the contract:

Contract Year 1: October 1, 2020 – September 30, 2021

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 2: October 1, 2021 – September 30, 2022

Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 3: October 1, 2022 – September 30, 2023, as applicable

Year 3 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 3 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 3 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 3 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.27 ADMINISTRATIVE FEE

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The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission. This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.28 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports must be received by FSA within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

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If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

Schedule of Liquidated Damages

Failure to submit quarterly report and/or administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

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Appendix A



**Florida Sheriffs Association Cooperative Purchasing Program
Vendor Change Document**

Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.

FSA Contract Number(s) affected by change: _____

Company Information Changes:

Old Information	New Information
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

Company Contact Changes:

Old Contact Information	New Contact Information
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of _____.

This request will take effect as soon as it is received by FSA by e-mailing to cpp@flsheriffs.org.

Name of Authorized Company Representative _____

Job Title _____ Date of Request _____

Authorized Company Representative Signature: _____

FSA Office Use:		
Date Received:	Change Effective:	FSA Agent:

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Appendix B

FSA CONTRACT ZONE MAP



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Appendix C



CONFIRMATION OF ORDER FORM

Police Rated, Administrative, Utility Vehicles Trucks and Vans

Bid # FSAXX-XXXX

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

Vendor:

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle/Equipment: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

Estimated Date of Delivery: _____

Comments: _____

PURCHASER: _____

Contact Person: _____

Address: City: _____

Phone Number: _____ State: _____ Zip: _____

E-mail: _____ Fax: _____

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Appendix E



Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles
FSA20-VEH18.0 Heavy Trucks
FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA’s website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff’s Office.

For the most up to date information on these events, please refer to

<https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>.

Stingray CHEVROLET

2002 N. Frontage Rd
Plant City, FL 33563

Page(s) : 1/1

VEHICLE QUOTE Florida Sheriffs' Assn Bid FSA20-VEL28.0

Attention: Keith Davis
Agency: Village of North Palm Beach
Phone #: 561-691-3445 (cell: 561-644-5311)
Spec Item: 281

Date : 12/10/21

kdavis@village-npb.org

Southern Region

<u>Option Code</u>	<u>Description</u>	<u>Unit Price</u>
<u>CC15906/1FL</u>	<u>2022 Model Chevrolet Suburban 1FL Commercial Utility Vehicle</u> <u>5.3L V8 eng.; 10-speed Auto Trans.; A/C;</u> <u>AM-FM 6 speaker radio w blueooth; Power</u> <u>Cloth 40/20/40 front bench w/ 2nd row 60/40</u> <u>splt bench seat; black rubber floor covering;</u> <u>tilt/telescopic steering wheel; cruise control;</u> <u>Power steering; Daytime running lights;</u> <u>4 wheel disc ABS; Power windows & locks;</u> <u>keyless push button start & keyless entry;</u> <u>A/C; rear defogger</u>	<u>\$ 42,423.00</u>
<u>Options: LT</u>	<u>Upgrade trim level includes: rear power program-</u> <u>mable liftgate w/ hands-free; 9-speaker audio</u> <u>system; HD leather appointed seat trim w/ 8-way</u> <u>power driver & front passenger seats (heated &</u> <u>2-way lumbar); memory driver's seat; wireless</u> <u>charging; 2 USB data ports; auto-dimming rearview</u> <u>mirror; HD rear vision camera</u>	<u>\$ 6,949.00</u>
<u>WPL/WPD</u>	<u>includes (WPD) Driver Alert Package content (UV2) HD</u> <u>Surround Vision (UKK) Rear Pedestrian Alert (A45) memory</u> <u>settings (DXR) outside heated power-adjustable power-</u> <u>folding body-color mirrors with driver-side auto-dimming and</u> <u>integrated turn signal indicators (N38) power tilt and</u> <u>telescopic steering column (K13) automatic heated steering</u> <u>wheel (KA6) second row outboard heated seats (ATT)</u> <u>second row power 60/40 split-folding bench seats and (AS8)</u> <u>third row power 60/40 split-folding bench seats</u> <u>WPD (Driver Alert pkg.) includes (UHX) Lane Keep Assist</u> <u>with Lane Departure Warning (UKC) Lane Change Alert with</u> <u>Side Blind Zone Alert (UEG) Rear Cross Traffic Alert and</u> <u>(UD5) Front and Rear Park Assist</u>	<u>\$ 2,524.00</u>
<u>ATN</u>	<u>2nd row power bucket seats</u>	<u>\$ 369.00</u>
<u>NHT</u>	<u>Max trailering pkg w/ hitch view (also HD Surround Vision)</u>	<u>\$ 464.00</u>
<u>STROBES</u>	<u>Strobes-r-Us parts & accessories installed per est# 30168</u>	<u>\$ 9,101.97</u>
<u>SCMU</u>	<u>Dealer accessory mark-up includes transport & minimum 3/36k warranty</u>	<u>\$ 901.00</u>
<u>GBA/H0Y</u>	<u>Black exterior & Jet Black interior</u>	<u>INCLD</u>
<u>Warranty:</u>	<u>Basic 3 Years/36,000 miles; \$0 deductible</u> <u>Drivetrain: 5 Years/100,000 miles; \$0 deductible</u> <u>Corrosion: 3 Years/36,000 miles (Rust-Through 100,000 miles)</u> <u>Roadside Assistance: 5 Years/100,000 miles</u>	
	<u>Options Total:</u>	<u>\$ 20,308.97</u>
	<u>Sub-Total Unit Cost:</u>	<u>\$ 62,731.97</u>

Comments: _____

Quoted By "Magic" Peter Popiel
Phone #: (407)221-7600
Office #: (813)359-5016
E-mail :

MAGICPETERFLEET@GMAIL.COM

FSA Cooperative Purchasing Program



**Contract: FSA20-VEL28.0 – Pursuit,
Administrative and Other Vehicles**
Contract: FSA20-VEH18.0 – Heavy Trucks
Contract: FSA20-EQU18.0 – Heavy Equipment
(Items formerly included under “VEH” contract.)

Contract Terms and Conditions

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1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Ed Lanier, FSA Cooperative Purchasing Program Coordinator
E-mail: elanier@flsheriffs.org
Phone: 850-877-2165, ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165, ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

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1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856 vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

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1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- a. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.
- b. Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- d. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administers the Invitation to bid and contract administration functions for this contract.
- e. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
- f. Factory: Refers to the manufacturer produced products.
- g. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.
- h. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request

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for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

- i. **Manufacturer:** The original producer or provider of vehicles or equipment offered on this contract.
- j. **Manufacturer's Suggested Retail Price (MSRP):** Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - 1. Manufacturer's Computer Printouts: Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
 - 2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
 - 3. Manufacturer's Annual U.S. Price Book
 - 4. Manufacturer's official website
- k. **Non-Scheduled Options:** Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.
- l. **Production Cutoff:** A date used by manufacturers to notify dealers that the factory has reached maximum capacity for orders or are discontinuing the production of a vehicle or equipment. Vehicle manufacturers use this term when referring to any given model year for production.
- m. **Published List Price:** A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- n. **Purchaser:** A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.
- o. **Purchase Order:** A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.
- p. **Third Party Supplier:** Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle or equipment. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.
- q. **Vendor:** The bidder that has been awarded and agrees to provide vehicles or equipment that meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.
- r. **Vendor Installed:** A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

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Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out of state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

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1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management

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

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must

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be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to

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reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

1.27 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor *prior to* conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.29 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "equipment" and "organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

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Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.32 QUALITY AND SAFETY

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

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

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1.33 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.35 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;

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- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

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1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA there from, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest

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ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

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If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be

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incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

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The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

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2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet Business Information Report Snapshot
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

2.02 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company plans to contract out for service a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,
 - Number of personnel available to service the contract,
 - Qualifications of personnel providing warranty work, and
 - Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

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Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be provided no later than five business days before the contract award date. The certificate must state Bid Number and Title. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

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It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

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2.04 SPECIFICATIONS

All units covered by this Contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained on the FSA bid system. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide information requested on the FSA bid system or may have their bid rejected.

All vehicles, equipment, and options provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided in this Contract.

2.06 DISCOUNTS

Discounts listed in heavy vehicle and heavy equipment bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and options.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

2.08 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

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Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

2.09 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.10 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting in accordance with FSA requirements. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

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Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form
- Insurance Checklist
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA20-VEH18.0 and FSA 20-EQU18.0
- Manufacturer Authorization Forms are **not** required for Contract FSA20-VEL28.0
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens
- Qualified Bidder documentation, as required in Section 2.01

The qualification forms are located on the bid system.

2.13 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each specification, make, and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

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2.14 OPTION PRICING

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. Section 2.15 contains specific instructions and exceptions for emergency lights and sirens.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

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Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

Option Upload

The bid system will accept option information from bidders through a .pdf file upload. The option information required for the bid submission of the options under each bid specification number include:

- Bid Item number (FSA item specification number)
- Order code (Manufacturer order code)
- Description
- Price

The options will correspond to the specification or item number. Multiple options may be listed for each each specification or item number bid. Therefore, bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA may require bidders to correct the formatting of the options, but pricing may not be modified. Failure of the bidder to make corrections may cause the bid to be rejected.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the description, and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the bidder will credit the purchaser.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3

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in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

Prices submitted for emergency lights and sirens shall include all applicable government imposed fees.

Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission.

For vehicles that are manufactured with emergency lights and sirens, including motorcycles, bidders may not charge for labor, emergency lights or sirens that come from the factory equipped with these features as standard equipment.

Bid Submission of Emergency Lights and Sirens

Bidders will be asked to provide pricing for emergency lights and sirens by submitting a pricing sheet. The bid system will receive pricing through a standardized Excel file. The pricing sheet will include:

- Group
- Order code
- Description
- Price (part only)
- Labor hours
- Labor cost per hour

2.16 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA bid system, VendorLink. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

Bidders must submit their bid electronically using the on the FSA bid system, which is located at <https://www.myvendorlink.com>. Bids not submitted within VendorLink will be rejected. Bidders are encouraged to participate in training provided for Vendorlink.

User names and passwords will be issued to qualified after registering in the bid system, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. \$10, not \$10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- \$.01-.49 will be rounded down to the prior dollar bid (e.g. \$50.49 = \$50)
- \$.50-.99 will be rounded to the next dollar (e.g. \$50.50 = \$51)

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

1. Submit bid electronically through the FSA bid system, VendorLink, for the applicable bid.

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2. Input bid price in the bid system price field within each specification being bid.
3. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
4. Enable printing on files submitted.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
6. Bids must be input into the standardized format in VendorLink.
7. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.
8. Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid submitted in VendorLink shall include the following documents:

- Executed Contract Signature Page
- Build sheet in a single merged .pdf document for each item bid as prescribed in the FSA bid system.
 - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall include the FSA bid specification item number, and indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be compiled into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- Option pricing required as a single merged .pdf document as prescribed in the FSA bid system.
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Emergency Vehicle Technician Certifications, if applicable.
- Service Standard Plan, Section 2.02, if applicable.
- Any requested equivalents, Section 2.10, or exceptions, Section 2.08.
- Certificates of Insurance, as applicable for policies in existence at the time of bid submission

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

2.17 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is included in Appendix B. A space is provided for the bidder to indicate pricing for each zone. The bidder only submits a bid for each zone if pricing is provided for each zone.

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2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read the bidder name and verify that the bidder successfully input the bid within the timeframe prescribed for bid submission in the Bid Calendar.

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract. As set forth in section 2.27, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

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Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as nonresponsible.

2.24 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.25 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle or equipment, which amount the vendor

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agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.26 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as indicated in the Bid Calendar. <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only>.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.27 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.28 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the bid award date and effective date of the awarded contract as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

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3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal Option

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment

On an annual basis during the contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, significant manufacturer changes to the production of and specification design, or in the event of material changes in tariffs that result in cost increases of 15% or more.

The price adjustment request may be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Price adjustments will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

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Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

In cases where manufacturers have significant changes to production and specification design to an awarded item, FSA will consider certified manufacturer price changes and may allow price adjustments to reflect such changes in price from the manufacturer to the awarded vendor.

For any vendor-initiated price adjustment to commence on the first day of the renewed contract term, extension or the end of a 12-month period, the vendor's request or adjustment should be submitted one hundred and twenty (120) calendar days prior to expiration of the then current contract, extension or 12-month period. The vendor-initiated price adjustment request must clearly substantiate the reasons for the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

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3.08 PRODUCTION CUTOFF

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

3.11 POLICE RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and
Budget Police Vehicle Evaluation Program

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https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook639203_7.pdf

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:

<https://www.lasd.org/pdfjs/web/viewer.html?file=VehicleTestBooklet.pdf>

Motorcycles:

https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf

3.12 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

3.13 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.14 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the purchaser, the vendor shall be required to replace the vehicle

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with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

3.15 VENDOR INSTALLED OPTIONS

All vendor-installed accessories or options shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

3.16 NON-SCHEDULED OPTIONS

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

3.17 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.18 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

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3.19 ORDER

The vendor shall submit a copy of the purchase order to the FSA within 15 calendar days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasing agency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. An example Confirmation of Order form is included in Appendix C.

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Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

3.20 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

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All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

3.21 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

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6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

3.22 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

3.23 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) business days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.24 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

3.25 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

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The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

3.26 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

The vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) calendar days after the date of the purchase order. Purchase orders and accompanying documentation shall include base specification items purchased and all options itemized separately.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to COOP@flsheriffs.org.

The files should be named using the the name of the purchasing entity, the purchaser type and the PO number. The purchaser type other can include any other eligible purchaser including special district, fire department or other purchasing entity not specifically named here. Out of state sales should include the state in the name.

PURCHASER TYPE	SAMPLE STRUCTURE	EXAMPLE
MUNICIPALITY	City Name PO 12345.pdf	Tallahassee PO 12345.pdf
COUNTY	County Name County PO 12345.pdf	Leon County PO 12345.pdf
EDUCATION	Educational Institution Name PO 12345.pdf	Florida State University PO 12345.pdf
OTHER	Special District Name PO 12345.pdf	Northwest Florida Water Management District PO 12345.pdf
SHERIFF	Sheriff Office Name PO 12345.pdf	Leon County Sheriff PO 12345.pdf

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction of deficiencies.

Quarterly reports track the purchase orders received, deliveries made, and vendor administrative fees prescribed in Section 3.28 due in a given quarter.

All required quarterly report templates can be downloaded from the FSA website under the Cooperative Purchasing Program page, Other Links, Vendor Only page. All quarterly reports are to be sent to REPORTS@flsheriffs.org.

The quarterly report template shall be submitted using the Excel workbook provided. The workbook contains three 3 worksheets. The first worksheet titled "Instructions" must be completed with the name of the vendor and the quarter being reported in the fields that appear in red text. The quarter being reported should be selected from the drop down box. This information will be copied to the report page

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headers in each worksheet. The second worksheet must contain all sales or purchase orders received during the quarter. The third worksheet must contain information on all deliveries made during the quarter. This tab will automatically calculate the administrative fee due to FSA.

Purchase orders should not be sent with quarterly reports. A screenshot of the template of a quarterly report is located in Appendix D. Quarterly reports must be completed and submitted electronically. Quarterly reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports shall follow this schedule for the duration of the contract:

Contract Year 1: October 1, 2020 – September 30, 2021

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 2: October 1, 2021 – September 30, 2022

Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 3: October 1, 2022 – September 30, 2023, as applicable

Year 3 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 3 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 3 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 3 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.27 ADMINISTRATIVE FEE

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The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission. This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.28 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports must be received by FSA within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

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If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

Schedule of Liquidated Damages

Failure to submit quarterly report and/or administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

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Appendix A



**Florida Sheriffs Association Cooperative Purchasing Program
Vendor Change Document**

Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below. Include all sections where information has changed, old and new.

FSA Contract Number(s) affected by change: _____

Company Information Changes:

<i>Old Information</i>	<i>New Information</i>
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

Company Contact Changes:

<i>Old Contact Information</i>	<i>New Contact Information</i>
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of _____.

This request will take effect as soon as it is received by FSA by e-mailing to cpp@flsheriffs.org.

Name of Authorized Company Representative _____

Job Title _____ Date of Request _____

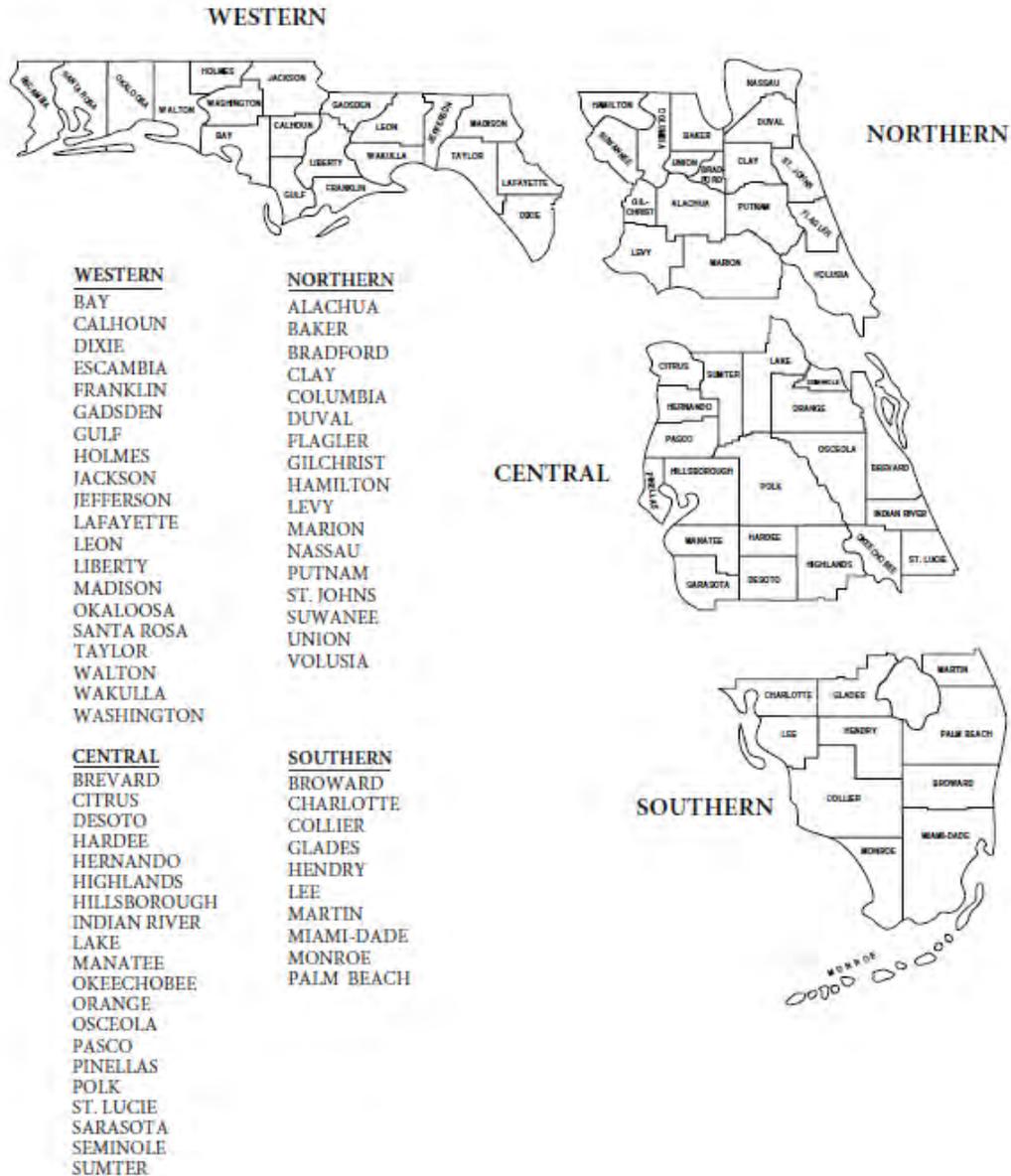
Authorized Company Representative Signature: _____

FSA Office Use:		
Date Received:	Change Effective:	FSA Agent:

**FLORIDA SHERIFFS ASSOCIATION
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Appendix B

FSA CONTRACT ZONE MAP



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Cooperative Purchasing Program
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Appendix C



CONFIRMATION OF ORDER FORM

Police Rated, Administrative, Utility Vehicles Trucks and Vans

Bid # FSAXX-XXXX

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

Vendor:

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle/Equipment: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

Estimated Date of Delivery: _____

Comments: _____

PURCHASER: _____

Contact Person: _____

Address: City: _____

Phone Number: _____ State: _____ Zip: _____

E-mail: _____ Fax: _____

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Appendix E



Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles
FSA20-VEH18.0 Heavy Trucks
FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA’s website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff’s Office.

For the most up to date information on these events, please refer to

<https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>.



ISUZU



FLORIDA SHERIFF’S ASSOCIATION BID SHEET

CUSTOMER: VILLAGE OF NORTH PALM BEACH
BID NUMBER: FSA 20-VEH18.0 ITEM NUMBER 62
DATE:12 2 2021
DESCRIPTION: MACK MD7 REAR LOAD COLLECTION TRUCK
BID NUMBER: VONPB12221A

BASE PRICE: 77,175

PUBLISHED OPTIONS:

HP260	UPGRADE TO 260HP	1,088
BATTSWITCH	BATTERY DISCONNECT	82
DIFFLOCK	REAR AXLE DIFF LOCK	645
PTOPREP	PTO PREP KIT	126
ALUM	6 AL WHEELS	901
DLR BACKUP ALALRM		203
NEW	MUNI TAG	300

UNPUBLISHED/OFF CONTRACT OPTIONS:

CUSTOM YELLOW PAINT	350
DERATE TO 25995GVW	250
5 YR/200K CUMMINS WARRANTY	3,500

CHASSIS TOTAL 84,620

WITH ATTACHED BODY OPTIONS:

New way COBRA W/VONPB OPTIONS 76,257

TOTAL DELIVERED WITH NEW WAY COBRA 160,877

Southern Sewer Equipment Sales

800-782-4134



SouthernSewer.com



772-595-6940

Mr. David Gluckler
Nextran Truck Center
7151 Industrial Dr. South
Riviera Beach, FL 33404
Via email: dgluckler@nextrancorp.com

January 6, 2022

Dear David,

Southern Sewer Equipment Sales is pleased to announce the opportunity for the Village of North Palm Beach to purchase a New Way Cobra 16 yard rear loader refuse body mounted on your suitable chassis from the Florida Sheriffs contract. Please review the attached equipment list.

Base Price for a New Way Cobra rear loader refuse body	\$64,012.00*
Village of North Palm Beach Option Package	\$12,245.00*
Total Price:	\$76,257.00*

***These prices include the Florida Sheriffs Fees.** Delivery to a Florida location is included.

Minimum Chassis Requirements:

Clear/Usable 114"

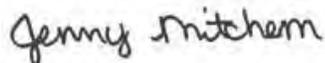
50" After Frame

31,000 lb. GVWR, ***Tires must meet Florida DOT GVWR requirements***

Automatic Transmission (for use with Hot Shift)

Please feel free to contact Anthony Lowe at (772) 834-8201, if you have any questions.

Sincerely,



Jenny Mitchem
Office Manager

Equipment List
Village of North Palm Beach
January 6, 2022

New Way Cobra Rear Loader

20 Cubic Yard Body Capacity
Hot Shift PTO with Overspeed with Pump
Pack On The Go
Semi-Automatic Cycling
Auto Lock Tailgate
Back up Alarm
LED Body Lights
ICC Lights and Reflectors
Hydraulic Tank Temperature Gauge
Right Side Hydraulic Tank Access Port
Sight Gauge on Oil Tank
Chrome Cylinder Rods
Side Access Door
Driver Alert Buzzer
Safety Shutdown Curbside
Tailgate Ajar Indicator
Adjustable Riding Steps
Acrylic Urethane Enamel WHITE Paint
Rear Vision Camera System
10 lb. Fire Extinguisher
Triangle Kit
1 Year Body and Hydraulic Warranty
2 Year Cylinder Warranty



Village of North Palm Beach Options Package:

16 Cubic Yard Body Capacity in lieu of 20 Yard - Deduct
1) Rotary Actuated Cart Tipper
LED Work Lights, Location: Upper Tailgate
Strobe Light (Surface Mount), Upper Tailgate Center
Integrated Strobe System: 2 Round Lights, Upper tailgate
Guards to Protect Roof Hoses/Pipes
Quick Disconnect Pressure Gauge
Shovel/Broom Rack
Access Door Ladder with Handles
Safety Shut Down Streetside
Acrylic Urethane Enamel Color Paint for Body

**VILLAGE OF NORTH PALM BEACH
PARKS AND RECREATION DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Zakariya Sherman, Director of Leisure Services

DATE: January 27, 2022

SUBJECT: **RESOLUTION – FRDAP Grant Purchase – Approving the purchase and installation of playground equipment for the Community Center at a total cost of \$53,214.27 and a budget amendment to facilitate the purchase**

The Village has been approved for a \$50,000 (no match) State of Florida Recreation Development Assistance Program (FRDAP) Grant for the replacement of playground equipment at the Community Center.

Background:

The playground at the Community Center is heavily used by children whose family-members are participating in athletic leagues and programs scheduled at the Community Center. The equipment has reached the end of its useful life and needs to be replaced. Staff received the following proposals for this project:

Vendor	Cost
Advanced Recreational Concepts, LLC (ARC)	\$53,314.27
GameTime	\$55,739.93
Playmore	\$54,043.00

The Recreation Advisory Board reviewed the plans and approved the design from Advanced Recreational Concepts, LLC (ARC) at the total cost of \$53,314.27. The proposal from ARC included a separate proposal from Play Space Services, Inc. for the removal and disposal of the old equipment and the installation of the new equipment. ARC and Play Space Services are owned by the same individual. Drawings of their proposed playground are attached. Staff also took into account the Needs Assessment and made sure the proposed design provided sufficient shade.

Pricing:

The proposal from Advanced Recreational Concepts, LLC, including the proposal from Play Space Services, Inc., utilizes pricing established in an existing Clay County Contract (Bid No. 18/19-2) expiring May 27, 2022, with options for renewals for three (3) consecutive years. The Village’s purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts.

Funding:

The FRDAP grant will cover \$50,000 of the total project cost. Funding for the additional cost (\$3,314.27) will be transferred from the Village's CIP Fund. The following budget amendment is required for this grant purchase:

Budget Amendment – Capital Projects Fund:

Account	Description	Use	Source
K5541-66000	CIP Fund		\$ 3,315
K5541-49102	Transfer Out to Recreation Grant Fund	\$ 3,315	
Total		\$ 3,315	\$ 3,315

Budget Amendment – Recreation Grant Fund:

Account	Description	Use	Source
U3900-09132	Transfer In from Capital Projects Fund		\$ 3,315
U2125-33025	Community Center Grant Revenue – FRDAP		50,000
U8025-66210	Community Center Grant Expense – Construction & Major Renovation	\$53,315	
Total		\$ 53,315	\$ 53,315

The attached Resolution and contracts have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal submitted by Advanced Recreational Concepts, LLC for the purchase of playground equipment for the Community Center and a proposal from Play Space, Inc. for the removal of the existing equipment and the installation of the new equipment utilizing pricing established in an existing Clay County Contract at a total cost of \$53,314.27, with funds expended from Account No. U8025-66210 (Construction & Major Renovation), authorizing the Mayor and Village Clerk to execute the required budget amendment to provide additional funds for the project, and authorizing the Mayor and Village Clerk to execute two Contracts relating to such equipment and services in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A PROPOSAL FROM ADVANCED RECREATIONAL CONCEPTS, LLC FOR THE PURCHASE OF NEW PLAYGROUND EQUIPMENT FOR THE COMMUNITY CENTER AND APPROVING A PROPOSAL FROM PLAY SPACE SERVICES, INC. FOR THE REMOVAL AND DISPOSAL OF THE EXISTING EQUIPMENT AND THE INSTALLATION OF NEW EQUIPMENT PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CLAY COUNTY CONTRACT; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE CONTRACTS FOR SUCH SERVICES; APPROVING A BUDGET AMENDMENT TO TRANSFER FUNDS FROM THE CAPITAL IMPROVEMENT FUND TO FACILITATE THE PURCHASE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village was awarded a non-matching \$50,000.00 Florida Recreation Department Assistance Program (FRDAP) Grant for the replacement of playground equipment at the Community Center; and

WHEREAS, Village Staff recommends accepting the proposal from Advanced Recreational Concepts, LLC for the purchase of the new playground equipment and a proposal from its related entity, Play Space Services, Inc., for the removal of the existing equipment and the installation of the new equipment both utilizing pricing established in an existing Clay County Contract (RFP No. 18/19-2 – Various Equipment and Amenities for Parks and Playgrounds) at a total cost of \$53,314.27; and

WHEREAS, in order to fund the purchase, the Village Council wishes to amend the Capital Projects Fund Budget and the Recreational Grant Fund Budget to account for the receipt of the grant funds and provide an additional \$3,315.00 in CIP funds; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby accepts the proposal from Advanced Recreational Concepts, LLC for the purchase of the new playground equipment and a proposal from Play Space Services, Inc., for the removal of the existing equipment and the installation of the new equipment both utilizing pricing established in an existing Clay County Contract (RFP No. 18/19-2 – Various Equipment and Amenities for Parks and Playgrounds) at a total cost of \$53,314.27, with funds expended from Account No. U8025-66210 (Community Center Grant Expense – Construction & Major Renovation). The Village Council further authorizes the Mayor and Village Clerk to

execute Contracts for such equipment and services, copies of which are attached hereto and incorporated herein by reference.

Section 3. In order to reflect the receipt of grant funds and provide additional CIP funds to fully fund this purchase, the Village Council hereby approves the following budget amendments:

Budget Amendment – Capital Projects Fund:

Account	Description	Use	Source
K5541-66000	CIP Fund		\$ 3,315
K5541-49102	Transfer Out to Recreation Grant Fund	\$ 3,315	
Total		\$ 3,315	\$ 3,315

Budget Amendment – Recreation Grant Fund:

Account	Description	Use	Source
U3900-09132	Transfer In from Capital Projects Fund		\$ 3,315
U2125-33025	Community Center Grant Revenue – FRDAP		50,000
U8025-66210	Community Center Grant Expense – Construction & Major Renovation	\$53,315	
Total		\$53,315	\$53,315

Section 4. The Mayor and Village Clerk are hereby authorized and directed to execute the budget amendment for and on behalf of the Village of North Palm Beach.

Section 5. All resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and ADVANCED RECREATIONAL CONCEPTS, LLC, 3125 Skyway Circle, Melbourne, Florida 32934, a Florida limited liability company (hereinafter "CONTRACTOR"), whose F.E.I. Number is 20-0520823.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to supply playground equipment for the North Palm Beach Community Center; and

WHEREAS, Clay County, through its competitive selection process, awarded a Contract for Various Equipment and Amenities for Parks and Playgrounds (RFP No. 18/19-2) ("Clay County Contract") to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested equipment based on the pricing established in the Clay County Contract; and

WHEREAS, as authorized by the VILLAGE's purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR's services by "piggy-backing" the Clay County Contract, including all terms, conditions and pricing set forth therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. CLAY COUNTY Contract. Clay County's Contract for Various Equipment and Amenities for Parks and Playgrounds (RFP No. 18/19-2) with CONTRACTOR, attached hereto as Exhibit "A," and incorporated herein by reference.
3. CONTRACTOR's Services and Time of Completion.
 - A. In accordance with the terms and conditions of the Clay County Contract and at the direction of the VILLAGE, CONTRACTOR supply playground equipment for the Community Center in accordance with its Proposal dated January 6, 2022, attached hereto as Exhibit "B" and incorporated herein by reference.
 - B. The total cost of such equipment shall not exceed **\$40,770.16**
 - C. The equipment to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be supplied within ninety (90) days of such written notice.
4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

- A. This Contract
- B. Exhibit "A" (CLAY COUNTY Contract)
- C. Exhibit "B" (CONTRACTOR'S Proposal)

5. Compensation to CONTRACTOR. Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) above without prior written consent of the VILLAGE. The VILLAGE shall pay fifty percent (50%) of the total compensation upon execution of this Contract and the remaining fifty percent (50%) upon receipt and acceptance of the equipment by the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

6. Term and Termination.

A. This Contract shall be for the term as indicated in the Clay County Contract. Extensions or renewals to the Clay County Contract or any modification including new products, terms, or price changes to the Clay County Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the Clay County Contract expires and no new contract is let by the Clay County, the VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Contract under the same terms and conditions for an additional period of one (1) year.

B. This Contract may be terminated by the VILLAGE, with or without cause, upon providing ten (10) days' notice to CONTRACTOR. This Contract may be terminated by CONTRACTOR upon providing thirty (30) days' notice to the VILLAGE. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless the VILLAGE is in breach of this Contract, upon termination by the VILLAGE or CONTRACTOR, CONTRACTOR shall refund all monies paid for equipment not yet received and accepted. Unless the CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for equipment received and accepted through the date of termination.

7. Insurance. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the Clay County Contract, with the VILLAGE named as an additional insured.

8. Indemnification.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any

way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

9. Compliance with all Laws, Regulations and Ordinances. In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

10. Warranty/Guaranty. Unless a longer period is stated in the Clay County Contract, CONTRACTOR warrants that its goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.

11. Access/Audits. CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

12. Miscellaneous Provisions.

A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

B. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.

C. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions

of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

D. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

E. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.

F. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

G. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

H. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

I. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

ADVANCED RECREATIONAL CONCEPTS, LLC

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____

DARRYL AUBREY
MAYOR

ATTEST:

BY: _____

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY

CONTRACT

This Contract is made as of this _____ day of _____, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and PLAY SPACE SERVICES, INC., 3125 Skyway Circle, Melbourne, Florida 32934, a Florida limited liability company (hereinafter "CONTRACTOR"), whose F.E.I. Number is 59-3136444.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to remove and dispose of existing playground equipment at the North Palm Beach Community Center and install new equipment; and

WHEREAS, Clay County, through its competitive selection process, awarded a Contract for Various Equipment and Amenities for Parks and Playgrounds (RFP No. 18/19-2) ("Clay County Contract") to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested services based on the pricing established in the Clay County Contract; and

WHEREAS, as authorized by the VILLAGE's purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR's services by "piggy-backing" the Clay County Contract, including all terms, conditions and pricing set forth therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. CLAY COUNTY Contract. Clay County's Contract for Various Equipment and Amenities for Parks and Playgrounds (RFP No. 18/19-2) with CONTRACTOR, attached hereto as Exhibit "A," and incorporated herein by reference.
3. CONTRACTOR's Services and Time of Completion.
 - A. In accordance with the terms and conditions of the Clay County Contract and at the direction of the VILLAGE, CONTRACTOR shall remove and dispose of the existing equipment and install new playground equipment at the Community Center in accordance with its Proposal dated January 6, 2022, attached hereto as Exhibit "B" and incorporated herein by reference.
 - B. The total cost of such services shall not exceed **\$12,544.11**.
 - C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within ninety (90) days of such written notice.
4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

- A. This Contract
- B. Exhibit "A" (CLAY COUNTY Contract)
- C. Exhibit "B" (CONTRACTOR'S Proposal)

5. Compensation to CONTRACTOR. Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) above without prior written consent of the VILLAGE. The VILLAGE shall pay fifty percent (50%) of the total compensation upon execution of this Contract and the remaining fifty percent (50%) upon completion of all services. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

6. Term and Termination.

A. This Contract shall be for the term as indicated in the Clay County Contract. Extensions or renewals to the Clay County Contract or any modification including new products, terms, or price changes to the Clay County Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the Clay County Contract expires and no new contract is let by the Clay County, the VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Contract under the same terms and conditions for an additional period of one (1) year.

B. This Contract may be terminated by the VILLAGE, with or without cause, upon providing ten (10) days' notice to CONTRACTOR. This Contract may be terminated by CONTRACTOR upon providing thirty (30) days' notice to the VILLAGE. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless the CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for all services satisfactorily performed through the date of termination.

7. Insurance. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the Clay County Contract, with the VILLAGE named as an additional insured.

8. Indemnification.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not

limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

9. Compliance with all Laws, Regulations and Ordinances. In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

10. Warranty/Guaranty. Unless a longer period is stated in the Clay County Contract, CONTRACTOR warrants that its goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.

11. Access/Audits. CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

12. Miscellaneous Provisions.

A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

B. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.

C. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable

attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

D. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

E. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.

F. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

G. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

H. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable

time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

I. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

PLAY SPACE SERVICES, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____

DARRYL AUBREY
MAYOR

ATTEST:

BY: _____

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY



Advanced Recreational Concepts, LLC

3125 Skyway Circle
Melbourne, FL 32934

Phone: 321-775-0605 / Fax: 321-242-2216

Proposal

Organization Village of North Palm Beach
603 Anchorage Dr.
North Palm Beach, FL 33408

Prepared For Stephen Poh
Ship To Village of North Palm Beach
603 Anchorage Dr.
North Palm Beach, FL 33408

Date 1/6/2022
Quotation # 23801
Prepared By Paul Bickham
Payment Terms 50% w/ order/50% @ Completion
Prices Valid Until 1/6/2022
Project Name Playground Replacement
Customer Phone 5619042128
County Palm Beach

Product ID	Description	Qty	U/M	Price	Total
R35	PROPOSAL BASED ON SUPPLY & DELIVERY. INSTALLATION SEPARATE ON PSS #21698 >>>> Playcraft Equipment <<<<<< Playcraft Systems	1		32,992.00	32,992.00T
	R5 Custom Play System - NF5522A3A Discount based on Clay County #18/19-2, -2% on Playcraft Products			-659.84	-659.84
Surcharge	Material price increase Surcharge	1		4,188.00	4,188.00T
Freight	Freight	1		4,650.00	4,650.00
	>>>> Drawings <<<<<< Florida Signed and Sealed Drawings (3 Sets) CALCULATIONS provided.	1		1,000.00	1,000.00
	Special Customer Discount			-1,400.00	-1,400.00

100% Financing Available – Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal \$40,770.16
Sales Tax (0.0%) \$0.00
Total \$40,770.16

Signature _____ Print Name/Title _____ Date _____ P.O. # _____

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.



3125 Skyway Circle
Melbourne, FL 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

PROPOSAL

Date: 1/6/2022

Proposal # 21755

Customer Phone: 5619042128

Payment Terms: 50% w/ order/50% @ Completion

Customer Fax:

Proposal Valid Until: 1/6/2022

Organization: Village of North Palm Beach
603 Anchorage Dr.
North Palm Beach, FL 33408

Project: Playground Replacement
Village of North Palm Beach
603 Anchorage Dr.
Ship To: North Palm Beach, FL 33408

Prepared for: Stephen Poh

Sales Rep PB

DESCRIPTION

INSTALLATION IS BASED ON ARC PROPOSAL # 23572

*NOTE: Total Price reflects all portions of the project being accepted. Should any portion of the job not be picked up, a new quote will be generated.

>>>> REMOVAL EQUIPMENT <<<<<

Remove and disposal Existing old Playground

Pricing Based on the Clay County Contract #18/19-2, for Maintenance Rate of \$197.50 per hour and mobilization fee of \$271.96

TOTAL: \$1,456.96

Rentals to include

- Bobcat: 1 Day @ \$1500

Pricing Based on the Clay County Contract #18/19-2, of \$1500 per Bobcat for 1 Day

TOTAL: \$1,500.00

>>>>> NEW EQUIP. INSTALLATION <<<<<<<

INSTALLATION OF : Playcraft Systems

R35 Custom Play System - R3526BC2A. Price based on Clay County #18/19-2, 37% on Material after discount.

TOTAL: \$11,962.89

>>>>> DISCOUNT <<<<<

SPECIAL CUSTOMER DISCOUNT

TOTAL: -\$3,875.74

100% Financing Available - Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal

Sales Tax (0.00)

TOTAL

Signature: _____

Print Name/Title: _____

Date _____ P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutment hole so that installation can be completed.

PROPOSAL

Date: 1/6/2022

Proposal # 21755

Customer Phone: 5619042128

Payment Terms: 50% w/ order/50% @ Completion

Customer Fax:

Proposal Valid Until: 1/6/2022

Organization: Village of North Palm Beach
 603 Anchorage Dr.
 North Palm Beach, FL 33408

Project: Playground Replacement
 Village of North Palm Beach
 603 Anchorage Dr.
 Ship To: North Palm Beach, FL 33408

Prepared for: Stephen Poh

Sales Rep PB

DESCRIPTION

Permitting and administration - Note that this includes submission of documentation either specified and included in this proposal, such as engineered drawings or provided by the owner - should any additional testings or documentation be required - such as soil bearings, site drawings or surveys and so forth, costs associated with them will be the responsibility of the owner.

TOTAL: \$1,500.00

INCLUSIONS:

Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing.

EXCLUSIONS:

Proposal does not include the following: prevailing wage differences, performance bonds, site damages for sprinkler systems and sod, and access to construction site, additional insurance, union fees, fall height testing, drainage, plans, engineered drawings.

Items to be managed by customer unless otherwise stated in proposal:

- Site security and safety requirements while job is in progress.
- Customer to provide 110 electrical power and water required for proper installation
- All underground utilities be marked prior to installation.
- Provide waste receptacle to accommodate construction debris.
- Provide benchmark for required elevation to be established.
- Complete site preparation , excavation and disposal of spoil.
- Provide required permitting and administration.
- Landscaping.
- Masonry repairs.
- Safety surfacing by Others
- Tear out and re-install fence by others
- Dumpster to be provided by others

100% Financing Available - Flexible Terms
 Ask Your ARC Sales Representative For More Information

Subtotal

Sales Tax (0.00)

TOTAL

Signature: _____

Print Name/Title: _____

Date _____ P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutment hole so that installation can be completed.

PROPOSAL

Date: 1/6/2022

Proposal # 21755

Customer Phone: 5619042128

Customer Fax:

Organization: Village of North Palm Beach
 603 Anchorage Dr.
 North Palm Beach, FL 33408

Prepared for: Stephen Poh

Sales Rep PB

Payment Terms: 50% w/ order/50% @ Completion

Proposal Valid Until: 1/6/2022

Project: Playground Replacement
 Village of North Palm Beach

Ship To: 603 Anchorage Dr.
 North Palm Beach, FL 33408

DESCRIPTION

PROJECT NOTES:

- Pricing is based on unrestricted access to site for large machinery
- Pricing is based on staging/delivery area being next to installation area
- Pricing is based on offloading of equipment on site and immediate installation
- Customer is responsible for verifying the accuracy of all quantities and dimensions included in this estimate.

100% Financing Available - Flexible Terms
 Ask Your ARC Sales Representative For More Information

Subtotal \$12,544.11

Sales Tax (0.00) \$0.00

TOTAL \$12,544.11

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature: _____ Print Name/Title: _____ Date _____ P.O. # _____

The above quotation is based upon site access for heavy equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforeseen hazards. There will be additional charges incurred to clear the area and or the abutment hole so that installation can be completed.

NF5522A3A
SE VIEW

R5

FOR KIDS
AGES
5-12



STRUCTURE#: NF5522A3A
PROJECT#: NF5522A3A
DATE: 8/4/2021

NF5522A3A
NE VIEW

R5

FOR KIDS
AGES
5-12



STRUCTURE#: NF5522A3A
PROJECT#: NF5522A3A
DATE: 8/4/2021

NF5522A3A
NW VIEW

R5

FOR KIDS
AGES
5-12



STRUCTURE#: NF5522A3A
PROJECT#: NF5522A3A
DATE: 8/4/2021

NF5522A3A
SW VIEW

R5

FOR KIDS
AGES
5-12



STRUCTURE#: NF5522A3A
PROJECT#: NF5522A3A
DATE: 8/4/2021

NF5522A3A
TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
5	5/3	0	6/2	-1/2

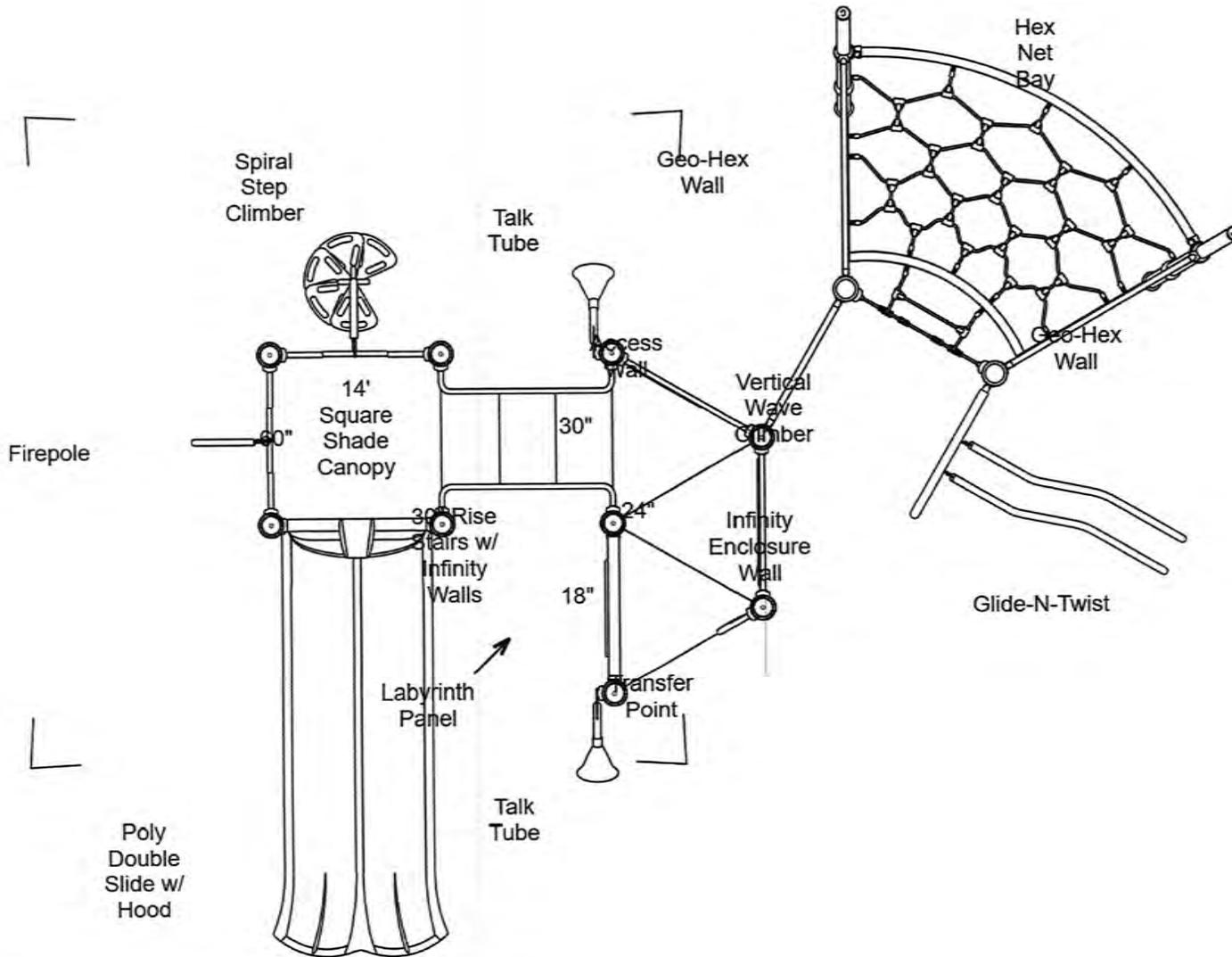
R5

FOR KIDS
AGES
5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC's Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: NF5522A3A
PROJECT#: NF5522A3A
DATE: 8/4/2021

MIN. USE ZONE: 36' x 33'

PLAYCRAFT REP:

Advanced Recreational Concept:

NF5522A3A
SITE PLAN

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
5	5/3	0	6/2	-1/2



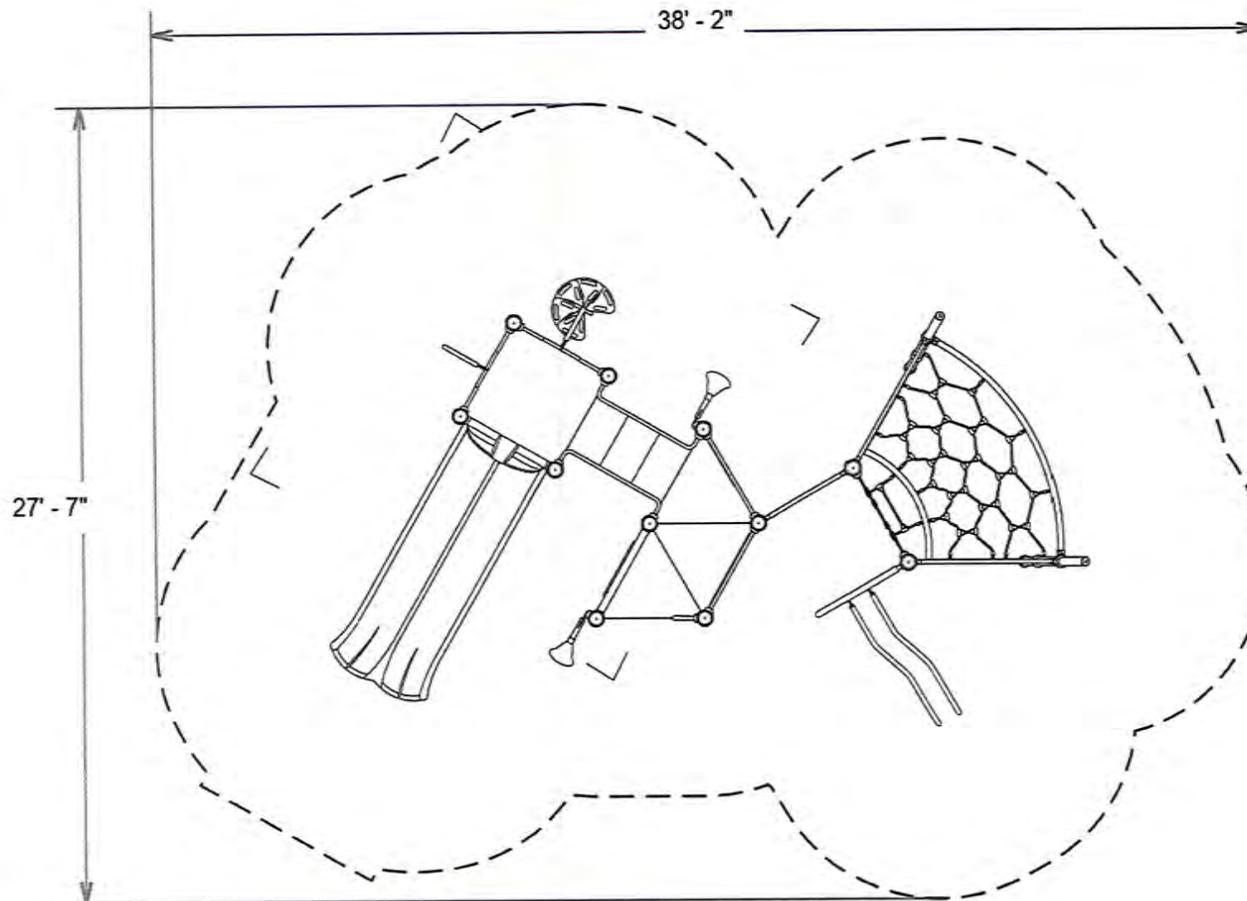
FOR KIDS
 AGES
 5-12

GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



PROJECT#: NF5522A3A
 DATE: 8/4/2021

MIN. USE ZONE: 39' x 28'

PLAYCRAFT REP:
Advanced Recreational Concept:

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND PLAYGROUNDS**

**DUE DATE: Monday, March 18, 2019- 4:00 p.m.
OPEN DATE: Tuesday, March 19, 2019 -1:00 p.m.**



**Issued By:
Clay County Board of County Commissioners
Purchasing Department**

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PLAYGROUNDS**

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Form W-9

REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Administration Building, Conference Room “B”, Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked **“RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS”** to be received until 4:00 P.M., Monday, March 18, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

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

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

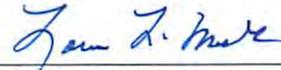
**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

(CLAY TODAY) For publication on: February 14, 2019

(CLAY COUNTY WEBSITE) For: February 14, 2019

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



Lorin L. Mock
Acting County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words "**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**" shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, March 18, 2019 at 4:00 p.m. and will be opened on Tuesday, March 19, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
 - A. All Proposals will be "clocked" at the time they are received to indicate the time and date of receipt.
 - B. Proposals WILL NOT be accepted in person after the time and date specified.
 - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
 - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 6, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders.
8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

13. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Department a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing Policy may be viewed at the County's website by following the appropriate links from the Homepage.
14. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".
15. **Debarment:** By submitting a Proposal, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
17. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
18. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

19. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by Contract-per occurrence	\$ 1,000,000
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The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming “Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insured.” Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000^{.00} or less. Prior to commencement of a project exceeding \$200,000^{.00}, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County’s Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
24. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>
25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration

dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

- 26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

- 27. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

- 28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **March 6, 2019**.

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

30. **Use of Contract by Other Government Agencies:** At the option of the Bidder, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Bidder to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
33. At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS – SCOPE OF SERVICES
(Provided by Parks and Recreation Department)

SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply **WRITTEN FACTORY/MANUFACTURER CERTIFICATION** that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved “Request for Quotations” submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a “promotional” basis from the manufacturer to the county. It will be the bidder’s responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder’s job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: _____

Address: _____

City, State and Zip: _____

Phone: _____ Email: _____

Contact Name(s): _____

Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: _____

Is there a warranty on the equipment proposed?
Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

Parts Warranty Period: _____ Service Warranty Period: _____

Nearest source for parts and/or service center (s):

Name, address and phone number of the authorized service center (s):

- 1) _____
2) _____
3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:
Yes No

Name of Bidder: _____

Signature _____

Title _____ Phone Number _____

(MULTIPLE SHEETS CAN BE USED)

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

- List any Subcontractors:
1. Name _____
 2. Address _____
 3. Telephone Number _____
 4. Contact Name _____
 5. Designated Work _____
 6. Subcontractor Cost _____

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

(Seal)

By: _____

Its _____

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

“NO BID” Statement

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- Specifications are too restrictive (please explain below or attach separately)
- Unable to meet specifications
- Specifications were unclear (please explain below or attach separately)
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform at this time
- Unable to meet bond requirements
- Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

in meetings noticed at least 72 hours in advance thereof. The Purchasing department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing department shall immediately record the date and time thereof. The Purchasing department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000 with minimum limits for all additional coverage as required by Florida law

- c. Workers Compensation/Employers Liability
 - 1. Workers Compensation statutory limits
 - 2. Employers Liability
 - a. Each Accident \$ 100,000
 - b. Disease-Policy \$ 500,000
 - c. Disease-Each Employee \$ 100,000
- d. Professional Liability
 - 1. When required by contract-per occurrence \$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming “Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insureds.” Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [insert County’s homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>

² As of the date on which this Purchasing Policy was adopted, the County’s homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: “FOLLOWING THE “Notice of Intent Bids” LINK UNDER THE “Business” ROLLOVER BUTTON”.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

a. The audio thereof shall be recorded electronically.

b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.

b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.

c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.

d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.

e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. (*Resolution No. 09/10-65*)

(P) **NO-CONTACT RULE:** (*Resolution No. 09/10-81*)

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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.

1. 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 exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. Sole proprietor or single-member LLC. Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA 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/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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 item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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), ABLÉ accounts (under section 529A), 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

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ 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.

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



RFP No.18/19-2
Various Equipment and Amenities for Parks and
Playgrounds

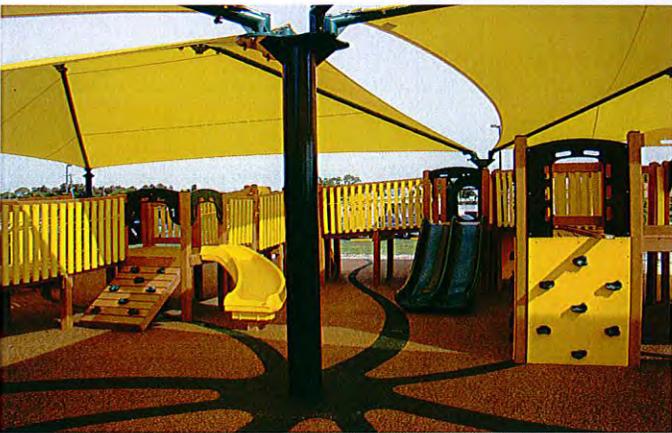
**Advanced Recreational
Concepts**

3125 Skyway Circle, Melbourne, FL 32934
866-957-2355
www.arcflorida.com





Advanced Recreational Concepts



Transmittal Letter

RE: RFP No. 18/19-2 Various Equipment and Amenities for Parks and
Playgrounds

On behalf of Advanced Recreational Concepts (ARC), I want to thank you for the opportunity to submit our bid for RFP No. 18/19-2. We have a professional team that can handily fulfill the work involved to design, develop, engineer, produce, install, and certify all projects Clay County, FL.

The team at ARC has worked together many years bringing specific skill sets together to create shade solutions for public entities, businesses and communities. Our firm will provide overall leadership, development, and production with world class individuals in a timely manner to meet or exceed agreed upon development, production, and installation schedules.

Please feel free to call me if you require any information from our team.

Kindest Regards,

Paul Bickham
Design Manager



Lazaro Gonzalez
Owner

Advanced Recreational Concepts
3125 Skyway Circle
Melbourne, FL 32934
866-957-2355



Qualifications



Advanced Recreational Concepts, LLC is a Florida-based Limited Liability Corporation headquartered at 3125 Skyway Circle, Melbourne, FL 32934.

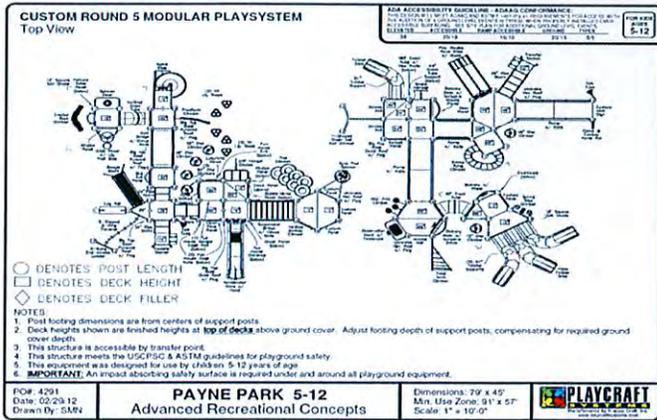
Play Space Services, INC is a Florida-based Corporation headquartered at 3125 Skyway Circle, Melbourne, FL 32934.

Each organization is owned and presided over by Laz Gonzalez. All work will be directed and managed from the corporate headquarters of all operations in Melbourne, FL.

- Advanced Recreational Concepts will be responsible for planning, design, and overall management of the project
- Play Space Services will be responsible for estimating/ordering materials, managing site preparedness, and installation
- All communication will be handled by your project lead – Paul Bickham from Advanced Recreational Concepts



Assigned Personnel and Experience



ARC Team

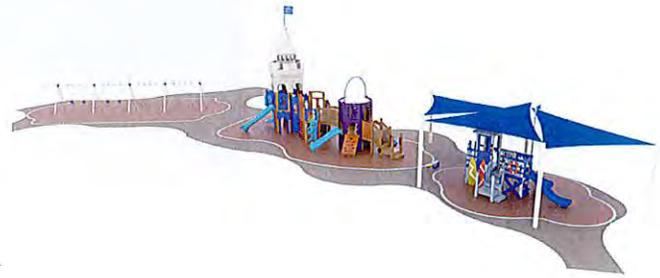
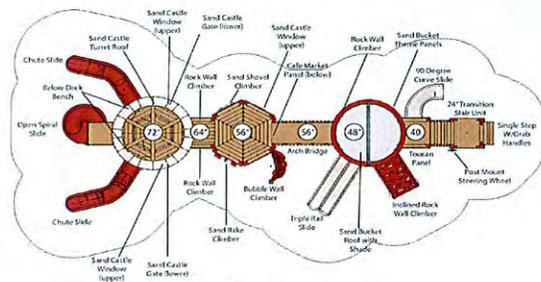
LAZ GONZALEZ

Project Executive, President and Owner

As the owner of Advanced Recreational Concepts, Play Space Services, and Rubber Designs, Laz has invested more than 25 years in the vertical integration of recreational design, class-leading products, and construction services to provide quality, superior play environments at an affordable price. He has held a Florida general contractors license since 2000 and was integral to the formation and foundation of two non-profit organizations: the National Playground Contractors Association (NPCAI) and the Recycled Rubber Council, both boards on which he has served.



Tab 1 – Assigned Personnel and Experience



ARC Team

JOHN MURPHY

Field Superintendent, Construction Manager, CPSI

For over 25 years, John has been a designer and installer of indoor and outdoor play environments. As Construction Manager, he oversees the planning and execution of the estimating process, scheduling, project site readiness, and installation for all ARC projects. John is a Certified Playground Safety Inspector (CPSI) from the National Playground Safety Institute and has his degree in Engineering from SUNY.

PAUL BICKHAM

Design Manager, CPSI

After graduating from the University of Missouri with a B.S. in Exercise Science, Paul discovered his passion for play while designing programs and play environments that help combat childhood obesity. With over 8 years of industry experience, Paul fuels his passion by designing play environments that keep kids moving. Paul is Triax 2000 certified for playground surface impact test systems fully compliant with ASTM F1292 standards for the measurement of shock (G) and head injury criteria (HIC) values.



References, Similar Work Completed



Project References

REFERENCE #1

a. Project Owner Name: **Brevard County Parks and Recreation**

Project Site Address: **Multiple Site References**

Project Phone Number: **321-255-4400**

Project Manager: **Jerry Gust Parks Superintendent**

b. Project Name: Multiple Playground Projects

c. Scope of Work: Designed, Supplied, delivered, and installed playgrounds, safety surfacing, shelters, shade structures, and site amenities

d. Project Value: \$2million

Project Managers employed by Advanced Recreational Concepts/Playspace Services during project and currently: Paul Bickham, John Murphy, Laz Gonzalez



References, Similar Work Completed



Project References

REFERENCE #2

a. Project Owner Name: **Duval county School Board**

Project Site Address: **Multiple Playground Projects**

Project Phone Number: **904-390-2532**

Project Manager: **Cheryl Thompson**

b. Project Name: **Multiple Projects**

c. Scope of Work: Design, supplied, delivered, and installed playgrounds, safety surfacing, shelters, shade structures, and site amenities.

d. Project Value: \$5million

Project Managers employed by Playspace Services / Advanced Recreational Concepts during project and currently: Paul Bickham, John Murphy, Laz Gonzalez



References, Similar Work Completed



Project References

REFERENCE #3

a. Project Owner Name: **City of Palm Bay**

Project Site Address: **Multiple Projects**

Project Phone Number: **321-953-8912**

Project Manager: **David Moore**

b. Project Name: **Multiple Projects**

c. Scope of Work: Designed, supplied, delivered, and installed playgrounds , safety surfacing, shelters, shade structures, and site amenities.

d. Project Value: \$500,000

Project Managers employed by Playspace Services / Advanced Recreational Concepts during project and currently: Paul Bickham, John Murphy, Laz Gonzalez



Submittal Forms

The following pages represent requested documentation and attachments required for this proposal



BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Advanced Recreational Concepts

Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@arcflorida.com

Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Playcraft Systems

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 37%

Manufacturer: Dynamo

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 37%

Manufacturer: SRP R3

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 37%

Manufacturer: Freenotes Harmony

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 37%

(MULTIPLE SHEETS CAN BE USED)

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Phone: 321-775-0600 Email: info@arcflorida.com

Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Id Sculptures

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 60%

Manufacturer: Childforms

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 37%

Manufacturer: Ultraplay

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 37%

Manufacturer: Rubber Designs

Fixed Percentage Discount off MSRP: 5%

Installation (Fixed Percentage of cost after discounts of equipment): 5%

(MULTIPLE SHEETS CAN BE USED)

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City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@arcflorida.com

Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: SRP Shade

Fixed Percentage Discount off MSRP: 5%

Installation (Fixed Percentage of cost after discounts of equipment): 49%(concrete and footer not incd)

Manufacturer: Ultra Shade

Fixed Percentage Discount off MSRP: 5%

Installation (Fixed Percentage of cost after discounts of equipment): 49%(concrete and footer not incd)

Manufacturer: Icon Shelters

Fixed Percentage Discount off MSRP: 5%

Installation (Fixed Percentage of cost after discounts of equipment): 69%(concrete and footer not included)

Manufacturer: SRP Shelters

Fixed Percentage Discount off MSRP: 5%

Installation (Fixed Percentage of cost after discounts of equipment): 69%(concrete and footer not included)

(MULTIPLE SHEETS CAN BE USED)

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Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@arcflorida.com

Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: SRP Amenities

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Bison Amenities

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Playcraft Amenities

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Ultrasite Amenities

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

(MULTIPLE SHEETS CAN BE USED)

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City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@arcflorida.com

Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Park Catalog/Highlands Amenities

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Paris Amenities

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Kay Park Amenities

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Boling Forest Much 4 You and Inovative Mulch

Fixed Percentage Discount off MSRP: 5%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

(MULTIPLE SHEETS CAN BE USED)

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Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@arcflorida.com

Contact Name(s): Paul Bickham


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Sports Play

Fixed Percentage Discount off MSRP: 3%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Bison Sports

Fixed Percentage Discount off MSRP: 3%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Action Fit

Fixed Percentage Discount off MSRP: 3%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Water Splash

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Advanced Recreational Concepts

Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@arcflorida.com

Contact Name(s): Paul Bickham



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Polysoft Surfacing

Fixed Percentage Discount off MSRP: 2%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Paris Outdoor Fitness

Fixed Percentage Discount off MSRP: 3%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: Jay Pro

Fixed Percentage Discount off MSRP: 3%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

Manufacturer: GT Grandstands

Fixed Percentage Discount off MSRP: 3%

Installation (Fixed Percentage of cost after discounts of equipment): 75%

(MULTIPLE SHEETS CAN BE USED)

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: Advanced Recreational Concepts

Address: 3125 Skyway Cir

City, State and Zip: Melbourne, FL 32934

Phone: 321-775-0600 Email: info@arcflorida.com

Contact Name(s): Paul Bickham



Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: Cedar Forest

Fixed Percentage Discount off MSRP: 5%

Installation (Fixed Percentage of cost after discounts of equipment): 69%(concrete and footers not incld)

Manufacturer: Playspace Services - Installation Services

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): Per Discount Catalog

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Playspace Services

Address: 3125 Skyway Cir

Phone Number: 321-775-0600

Contact Name: Paul Bickham

Business Name: Safe for Play

Address: _____

Phone Number: 561-577-8999

Contact Name: Josh Adams

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Dynamo, Playcraft, UltraPlay, R3, Childforms, IdSculpture, Freenotes Harmony

Is there a warranty on the equipment proposed? X
Yes Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

ALL components

Parts Warranty Period: pro rated Service Warranty Period: 1 yr

Nearest source for parts and/or service center (s):

Melbourne, FL

Name, address and phone number of the authorized service center (s):

- 1) Advanced Recreational Concepts
3125 Skyway Cir.
- 2) Melbourne, FL. 32901
321-775-0600
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

Advanced Recreational Concepts / Playspace Services
3125 Skyway Cir. Melbourne FL. 32934 321-775-0600 Paul Bickham

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X
Yes No

Name of Bidder: Paul Bickham / Advanced Recreational Concepts

Signature Paul Bickham

Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: SRP Shade, Shelter, Amenities, R3

Is there a warranty on the equipment proposed? X
Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

ALL components

Parts Warranty Period: pro rated Service Warranty Period: 1 year

Nearest source for parts and/or service center (s):

Brevard County

Name, address and phone number of the authorized service center (s):

- 1) ARC
3125 Skyway Cir
- 2) Melbourne, FL. 32934
321-775-0600
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

ARC/PSS 3125 Skyway Cir Melbourne, FL 32934
321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X
Yes No

Name of Bidder: Paul Bickham / Advanced Recreational Concepts

Signature 

Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Ultrasite,Ultrashde,Ultrashelter,Ultraplay, ActionFit

Is there a warranty on the equipment proposed? X _____
 Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

ALL components

Parts Warranty Period: pro rated Service Warranty Period: 1 yr

Nearest source for parts and/or service center (s):

Brevard County

Name, address and phone number of the authorized service center (s):

- 1) ARC
 3125 Skyway Cir
- 2) Melbourne, FL. 32934
 321-775-0600
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

ARC
3125 Skyway Cir
Melbourne, FL. 32934
321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X _____
 Yes No

Name of Bidder: Advanced Recreational Concepts / Paul Bickham

Signature *Paul Bickham*

Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Rubber Designs

Is there a warranty on the equipment proposed? X
Yes Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

ALL components

Parts Warranty Period: 5yr Service Warranty Period: 1 yr

Nearest source for parts and/or service center (s):

Brevard County

Name, address and phone number of the authorized service center (s):

- 1) ARC
3125 Skyway Cir
- 2) Melbourne, FL. 32934
321-775-0600
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

ARC/PSS 3125 Skyway Cir Melbourne, FL 32934
321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X
Yes Yes No

Name of Bidder: Advanced Recreational Concepts / Paul Bickham

Signature 

Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Paris

Is there a warranty on the equipment proposed? X
Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

ALL components

Parts Warranty Period: pro rated Service Warranty Period: 1 yr

Nearest source for parts and/or service center (s):

Brevard County

Name, address and phone number of the authorized service center (s):

- 1) ARC
3125 Skyway Cir
- 2) Melbourne, FL. 32934
321-775-0600
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

ARC/PSS 3125 Skyway Cir Melbourne, FL 32934
321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X
Yes No

Name of Bidder: Advanced Recreational Concepts / Paul Bickham

Signature 

Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Kay Park, Sports Play, JayPro, and Bison

Is there a warranty on the equipment proposed? X
 Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)
 ALL components

Parts Warranty Period: pro rated Service Warranty Period: 1 yr

Nearest source for parts and/or service center (s):
 Brevard County

Name, address and phone number of the authorized service center (s):
1) ARC 3125 Skyway Cir Melbourne, FL 32934
 321-775-0600
2) _____
3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)
 ARC/PSS 3125 Skyway Cir Melbourne, FL 32934
 321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:
 Yes No

Name of Bidder: Advanced Recreational Concepts / Paul Bickham
Signature 
Title Manager Phone Number 321-775-0600

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Water Splash

Is there a warranty on the equipment proposed? X
 Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)
All components

Parts Warranty Period: pro rated Service Warranty Period: 1yr

Nearest source for parts and/or service center (s):
Brevard County

Name, address and phone number of the authorized service center (s):

- 1) ARC
3125 Skyway Cir
- 2) Melbourne, FL. 32934
321-775-0600
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)
ARC/PSS 3125 Skyway Cir Melbourne, FL 32934
321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:
Yes No

Name of Bidder: Advanced Recreational Concepts / Paul Bickham
Signature 
Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Icon Shelters

Is there a warranty on the equipment proposed? X
Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

All components

Parts Warranty Period: pro rated Service Warranty Period: 1 yr

Nearest source for parts and/or service center (s):

Brevard County

Name, address and phone number of the authorized service center (s):

- 1) ARC 3125 Skyway Cir Melbourne, FL 32934
321-775-0600
- 2) _____
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

ARC/PSS 3125 Skyway Cir Melbourne, FL 32934
321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X
Yes No

Name of Bidder: Advanced Recreational Concepts / Paul Bickham

Signature 

Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: GT Grandstands

Is there a warranty on the equipment proposed? X
Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

ALL components

Parts Warranty Period: pro rated Service Warranty Period: 1 yr

Nearest source for parts and/or service center (s):
Brevard County

Name, address and phone number of the authorized service center (s):

- 1) ARC
3125 Skyway Cir
- 2) Melbourne, FL. 32934
321-775-0600
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

ARC/PSS 3125 Skyway Cir Melbourne, FL 32934
321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X
Yes No

Name of Bidder: Advanced Recreational Concepts / Paul Bickham

Signature 

Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Cedar Forest

Is there a warranty on the equipment proposed? X
Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)
ALL components

Parts Warranty Period: pro rated Service Warranty Period: 1 yr

Nearest source for parts and/or service center (s):
Brevard County

- Name, address and phone number of the authorized service center (s):
- 1) ARC
3125 Skyway Cir
 - 2) Melbourne, FL. 32934
321-775-0600
 - 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)
ARC/PSS 3125 Skyway Cir Melbourne, FL 32934
321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X
Yes No

Name of Bidder: Advanced Recreational Concpets / Paul Bickham

Signature 

Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Polysoft Surfacing

Is there a warranty on the equipment proposed? X
 Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)
 ALL components

Parts Warranty Period: pro rated Service Warranty Period: 1 yr

Nearest source for parts and/or service center (s):
 Brevard County

- Name, address and phone number of the authorized service center (s):
- 1) ARC
 3125 Skyway Cir
 - 2) Melbourne, FL. 32934
 321-775-0600
 - 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)
 ARC/PSS 3125 Skyway Cir Melbourne, FL 32934
 321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: X
 Yes No

Name of Bidder: Advanced Recreational Concepts / Paul Bickham
Signature 
Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Mulch4You and Innovative

Is there a warranty on the equipment proposed? X
Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

ALL components

Parts Warranty Period: _____ Service Warranty Period: 1 yr

Nearest source for parts and/or service center (s):

Brevard County

Name, address and phone number of the authorized service center (s):

- 1) ARC
3125 Skyway Cir
Melbourne, FL. 32934
- 2) 321-775-0600
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

ARC/PSS 3125 Skyway Cir Melbourne, FL 32934
321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: _____ X
Yes No

(warranty and pricing found online. www.mulch4you.com and www.innovativemulching.com)

Name of Bidder: Advanced Recreational Concepts / Paul Bickham

Signature 

Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: Playspace Services

Is there a warranty on the equipment proposed? Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

ALL components

Parts Warranty Period: _____ Service Warranty Period: 1 yr

Nearest source for parts and/or service center (s):
Brevard County

Name, address and phone number of the authorized service center (s):

- 1) Playspace Services 3125 Skyway Cir., Melbourne, FL 32934 321-775-0600
- 2) _____
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

Playspace Services 3125 Skyway Cir., Melbourne, FL 32934 321-775-0600

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: Yes No

Name of Bidder: Advanced Recreational Concepts / Paul Bickham

Signature 

Title Manager Phone Number 321-775-0600

(MULTIPLE SHEETS CAN BE USED)

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: Advanced Recreational Concepts

ADDRESS: 3125 Skyway Cir. Melbourne FL. 32934

TELEPHONE: 321-775-0600

FAX #: 866-957-2356

E-MAIL: info@arcflorida.com

Name of Person submitting Bid: Paul Bickham

Title: Manager

Signature: 

Date: 03.12.19

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: 03.07.19 Acknowledged by: Paul Bickham

Addendum No. Date: Acknowledged by:

Addendum No. Date: Acknowledged by:

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

- (1) The prospective Vendor, Advanced Recreational Concepts, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

Advanced Recreational Concepts

By:



Signature

Paul Bickham / Manager

Name and Title

3125 Skyway Cir

Street Address

Melbourne, FL 32934

City, State, Zip

03.12.2019

Date

Scrutinized Companies Certification

[Clay County RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS]

Name of Company:¹ Advanced Recreational Concepts

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(Seal)

Insert Name of Company:

Advanced Recreational Concepts

By: 

Paul Bickham

Its Manager

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

Detail by Entity Name

Florida Limited Liability Company

ADVANCED RECREATIONAL CONCEPTS, LLC

Filing Information

Document Number L03000023078

FEI/EIN Number 20-0520823

Date Filed 06/24/2003

State FL

Status ACTIVE

Principal Address

3125 SKYWAY CIRCLE
MELBOURE, FL 32934

Changed: 04/29/2007

Mailing Address

3125 SKYWAY CIRCLE
MELBOURNE, FL 32934

Changed: 04/29/2007

Registered Agent Name & Address

BRADLEY, RICHARD
212 S 7TH STREET
FT. PIERCE, FL 34950

Address Changed: 03/20/2014

Authorized Person(s) Detail

Name & Address

Title MGR

GONZALEZ, LAZARO
2014 S RIVER RD
MELBOURNE BEACH, FL 32951

2018 - 2019

BREVARD COUNTY BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT SHOULD BE DISPLAYED ON PREMISES

ACCOUNT NO.
885020127

THE PERSON(S), OR ENTITY BELOW:

ADVANCED RECREATIONAL CONCEPTS LLC

3125 SKYWAY CIR
MELBOURNE, FL 32934

BUSINESS PERIOD: October 01, 2018 - September 30, 2019

EXPIRES: SEPTEMBER 30, 2019

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND BREVARD COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS. BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS. A PERMIT IS REQUIRED TO ADVERTISE (Including with signage) "GOING OUT OF BUSINESS".

LISA CULLEN, CFC, Brevard County Tax Collector
P O Box 2500, Titusville, Florida 32781-2500
(321) 264-6969 or (321) 633-2199

LOCATION:

3125 SKYWAY CIR
MELBOURNE, FL 32934

UPON A CHANGE OF OWNERSHIP OR LOCATION,
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS.

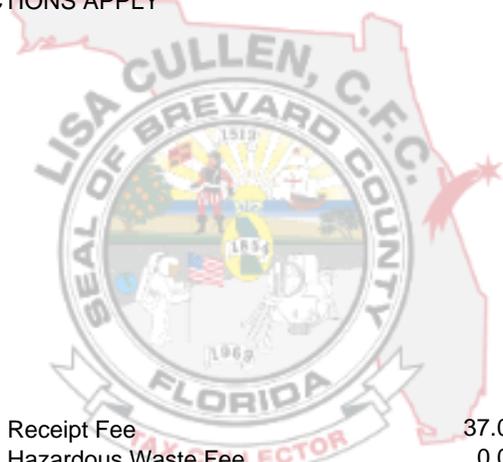
OWNED BY:

ADVANCED RECREATIONAL CONCEPTS LLC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

820005	RECEIPT AMT
300050	BUILDING CONTR. -CERTIFIED
300520	ROOFING CONTRACTOR
480302	GENERAL RETAIL SALES
600	CITY RESTRICTIONS APPLY



Receipt Fee	37.00
Hazardous Waste Fee	0.00
Zoning Application Fee	0.00
Building Occupancy Review Fee	0.00
Fire Prevention Fee	0.00
Late Penalty	0.00
NSF Fee	0.00
Transfer Fee	0.00

Paid 702-18-0000656 09/06/2018 37.00

MAIN OFFICE: 400 South St., 6th Floor, Titusville, FL 32780

BRANCH OFFICES: Merritt Island Office, 1605 N. Courtenay Pkwy
Melbourne Office, 1515 Sarno Road
Palm Bay Office, 450 Cogan Dr. SE
Titusville Office, 800 Park Ave.
Indian Harbour Beach Office, 240 E. Eau Gallie Blvd.
Viera Office, 2725 Judge Fran Jamieson Way, #A108, Viera, FL 32940



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GONZALEZ, LAZARO

ADVANCED RECREATIONAL CONCEPTS, LLC
3125 SKYWAY CIRCLE
MELBOURNE FL 32934

LICENSE NUMBER: CBC1261271

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



National Playground
Contractors Association

Certificate of Achievement

Awarded to:

Tim Johnson

Has completed the

Recreation Installation Specialist Certification Course

This certificate of achievement is valid for the above individual who has successfully passed the required training as set by the National Playground Contractors Association, Inc.

2018-1380 03/31/2021 *Kevin Marshall* 03/22/2018

Certificate Number

Expiration Date

Kevin Marshall – NPCAI

Issue Date

RISC Committee

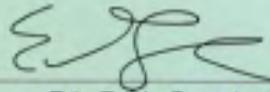
State of Florida

Minority Business Certification

Advanced Recreational Concepts

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

10/16/2017 to 10/16/2019



Erin Rock, Secretary
Florida Department of Management Services



FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
office of supplier
DIVERSITY
We serve those who serve Florida.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2019

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

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

PRODUCER	Tom Collins Insurance Agency, Inc. 1555 Indian River Blvd, Suite 130 Vero Beach, FL 32960 License #: A051876	CONTACT NAME: Shannon Purvis	
		PHONE (A/C, No, Ext): (772)778-9222	FAX (A/C, No): (772)778-9255
		E-MAIL ADDRESS: s.purvis@tomcollinsinsurance.com	
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED	Play/Space Services, Inc. Advanced Recreational Concepts LLC. 3125 Skyway Circle Melbourne, FL 32934	INSURER A: Everest National Insurance Company	10120
		INSURER B: Hartford Accident & Indemnity Company	22357
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 00000000-0

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y Y	CF4GL00671-191	01/27/2019	01/27/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEO <input type="checkbox"/> RETENTIONS		21 UEC HV7562	02/03/2019	02/03/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE OTH-ER \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Play/Space Services, Inc. and Advanced Recreational Concepts LLC. are named as additional insureds with respects to the General Liability coverage per endorsement #CG20100413 and #CG20370704 (Attach Copies) On a Primary & Non Contributory Basis. Waiver of Subrogation in Play/Space Services, Inc. and Advanced Recreational Concepts LLC. (Attach copy)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(SMP)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2018

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

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

PRODUCER Brown & Brown of Florida, Inc. 220 South Ridgewood Avenue Daytona Beach FL 32114	CONTACT NAME: Laurie Kohler PHONE (A/C, No, Ext): (386) 252-9601 E-MAIL ADDRESS: lkohler@bbdaytona.com FAX (A/C, No): (386) 239-5729
	INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries Insurance Company, Inc. NAIC # 23140
INSURED ADVANCED RECREATIONAL CONCEPTS, LLC. PLAY/SPACE SERVICES INC 3125 SKYWAY CIRCLE MELBOURNE FL 32934-7334	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 18-19 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AWC1102514	03/07/2018	03/07/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

FOR INFORMATION ONLY

CERTIFICATE HOLDER ADVANCED RECREATIONAL CONCEPTS LLC 3125 SKYWAY CIRCLE MELBOURNE FL 32934	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Advanced Recreational Concepts, LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3125 Skyway Circle

6 City, state, and ZIP code
Melbourne, FL 32934

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
2	0	-	0	5	2	0	8	2	3

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Paul Birch Date ▶ 04.20.2017

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

From: [Paul Bickham](#)
To: [Lazaro Gonzalez](#); [Calautti, Tommaso](#)
Cc: [Hamwey, Lara](#); [Arguelles, Nadia](#)
Subject: RE: Kennedy Park - Arc/Rainbow: Estimated costs of PIP walking surface (\$12.68/SF)
Date: Monday, July 27, 2020 11:34:00 AM
Attachments: [image001.png](#)
[image003.png](#)
[image006.png](#)
[image008.png](#)
[F&A - BCC minutes.pdf](#)
[1819-2 Equip & Amenities Parks & Playgrounds.pdf](#)
Importance: High

Mr. Calautti,

I have attached for your review the BCC Clay County Minutes and the Clay County Contract. The attached BCC Clay County minutes approves the Clay County Contract for Various Equipment and Amenities for Parks and Playgrounds. Please reference Page 4 of the approval letter confirming the activation of the contract. It is very important that you also reference in the Clay County Contract on page 12, bullet 30 confirming the Clay County contract is allowed to be used by Other Government Agencies. Please let me know if you have any questions regarding the Clay Contract.

I can be reached at:

321-514-3184

[Pbickham@arcflorida.com](mailto:pbickham@arcflorida.com)

From: Lazaro Gonzalez <lgonzalez@arcflorida.com>
Sent: Monday, July 27, 2020 10:58 AM
To: Calautti, Tommaso <TCalautti@miamigov.com>
Cc: Hamwey, Lara <lhamwey@miamigov.com>; Arguelles, Nadia <narguelles@miamigov.com>; Paul Bickham <PBickham@arcflorida.com>
Subject: RE: Kennedy Park - Arc/Rainbow: Estimated costs of PIP walking surface (\$12.68/SF)

Good morning Mr. Calautti.

Thank you for the opportunity to provide additional information on the Kennedy Park Trail.

I'm currently on the road but our contracts manager Paul Bickham will be forwarding you the information requested. Both our construction Company. Play Space Services, Inc and our Rep Firm, Advanced Recreational Concepts, LLC are awarded the Clay County contract. Paul will send you the award letters for both. Normally, we provide all materials through our Advanced Recreational Concepts company and the labor is provided through the Play Space Services company. This helps our company deal with the Use Tax issue in a favorable manner providing more value to the client. The contract pricing net result is exactly the same.

Please feel free to contact me so we may discuss this any questions or concerns you may have. I will be at my desk today after 2pm.

Thanks again for the opportunity to serve.

Lazaro Gonzalez



**BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES**

May 28, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Rollins

PLEDGE

Commissioner Hutchings

CALL TO ORDER

Chairman Cella called the meeting to order at 4:02 P.M.

ROLL CALL

Present: Commissioner District 1 Chairman Mike Cella
Commissioner District 5 Vice Chairman Gayward Hendry
Commissioner District 2 Commissioner Wayne Bolla
Commissioner District 3 Commissioner Diane Hutchings
Commissioner District 4 Commissioner Gavin Rollins

Absent: None

Staff Present: Acting County Manager Lorin Mock
County Attorney Courtney K. Grimm
Commission Auditor Mike Price
Chief Assistant County Attorney Fran Moss

A MOMENT IN HISTORY

Vice Chairman Hendry reported of a plane crash that killed nine service men at Thunderbolt Field, piloted by Lt. Commander Lester Key, on June 14, 1951.

ARTWORK

There was no Artwork on the agenda.

PET ADOPTIONS

Kelly Kinney, Friends of Clay County Animals, brought two kittens to the meeting and asked for help from those who may want to consider fostering kittens taken to Animal Services.

APPROVAL OF MINUTES

Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 5-0, to approve the minutes for the May 14, 2019 and May 20, 2019 BCC meetings.

1. May 14, 2019 BCC Minutes
2. May 20, 2019 BCC Special Meeting Minutes

PUBLIC COMMENTS

No public comments were received.

CONSENT AGENDA

Commissioner Rollins moved, seconded by Commissioner Bolla, and carried 5-0, to approve the Consent Agenda as presented.

3. Finance Business
The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), FI Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.
4. Finance & Audit Committee Business
Approval of the Finance & Audit Committee Minutes of May 21, 2019.
5. Tourist Development Council Committee Business
Approval of the March 27, 2019 Tourist Development Council Meeting Minutes.



**FINANCE AND AUDIT COMMITTEE
MEETING MINUTES**

May 21, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
3:00 PM

PUBLIC COMMENTS

Chairman Hendry called the meeting to order at 3:00 P.M.

Chairman Hendry opened the public comment period.

There were no public comments to be heard.

Chairman Hendry closed the public comment period.

1. Solid Waste Collection Assessment Rate

Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessment Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, to pull for full Board discussion at the May 28th BCC meeting.

2. Bid #18/19-17, Household Hazardous Waste Buildings

Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of \$233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

3. Florida Department of Veterans' Affairs (FDVA) Memorandum of

Agreement

Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

4. RFP #18/19-2, Various Equipment and Amenities for Parks and Playgrounds

Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing. Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

5. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Building Restoration Project

Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

James Householder, Director of Facilities & Maintenance, stated that the amount of the grant application is a total of \$300,000.00 and that the required 50% County match of \$150,000.00 is to be in the FY 19/20 County Budget.

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

6. Discussion regarding Agreements related to the SWEAT Program Discussion regarding the following Agreements related to the SWEAT

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND PLAYGROUNDS**

**DUE DATE: Monday, March 18, 2019- 4:00 p.m.
OPEN DATE: Tuesday, March 19, 2019 -1:00 p.m.**



Issued By:
Clay County Board of County Commissioners
Purchasing Department

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PLAYGROUNDS**

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Attachments:
Form W-9

REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Administration Building, Conference Room “B”, Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked **“RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS”** to be received until 4:00 P.M., Monday, March 18, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

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

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

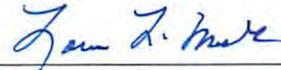
**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

(CLAY TODAY) For publication on: February 14, 2019

(CLAY COUNTY WEBSITE) For: February 14, 2019

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



Lorin L. Mock
Acting County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words "**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**" shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, March 18, 2019 at 4:00 p.m. and will be opened on Tuesday, March 19, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
 - A. All Proposals will be "clocked" at the time they are received to indicate the time and date of receipt.
 - B. Proposals WILL NOT be accepted in person after the time and date specified.
 - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
 - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 6, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders.
8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

13. **Bid Protests:** Any company affected adversely by the County’s decision may file with the County Purchasing Department a “Notice of Protest” in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County’s Purchasing Policy may be viewed at the County’s website by following the appropriate links from the Homepage.
14. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the “Convicted Vendor List”.
15. **Debarment:** By submitting a Proposal, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
17. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
18. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

19. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
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c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by Contract-per occurrence	\$ 1,000,000
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The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000^{.00} or less. Prior to commencement of a project exceeding \$200,000^{.00}, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
24. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>
25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration

dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

- 26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

- 27. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.
- 28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **March 6, 2019.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

30. **Use of Contract by Other Government Agencies:** At the option of the Bidder, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Bidder to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
33. At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS – SCOPE OF SERVICES
(Provided by Parks and Recreation Department)

SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved “Request for Quotations” submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a “promotional” basis from the manufacturer to the county. It will be the bidder’s responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder’s job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: _____

Address: _____

City, State and Zip: _____

Phone: _____ Email: _____

Contact Name(s): _____

Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: _____

Is there a warranty on the equipment proposed?

Yes No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

Parts Warranty Period:_____

Service Warranty Period:_____

Nearest source for parts and/or service center (s):

Name, address and phone number of the authorized service center (s):

- 1) _____
- 2) _____
- 3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: _____
Yes No

Name of Bidder:_____

Signature _____

Title _____

Phone Number _____

(MULTIPLE SHEETS CAN BE USED)

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

(Seal)

By: _____

Its _____

¹ “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

“NO BID” Statement

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- Specifications are too restrictive (please explain below or attach separately)
- Unable to meet specifications
- Specifications were unclear (please explain below or attach separately)
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform at this time
- Unable to meet bond requirements
- Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

in meetings noticed at least 72 hours in advance thereof. The Purchasing department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing department shall immediately record the date and time thereof. The Purchasing department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000 with minimum limits for all additional coverage as required by Florida law

- c. Workers Compensation/Employers Liability
 - 1. Workers Compensation statutory limits
 - 2. Employers Liability
 - a. Each Accident \$ 100,000
 - b. Disease-Policy \$ 500,000
 - c. Disease-Each Employee \$ 100,000
- d. Professional Liability
 - 1. When required by contract-per occurrence \$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming “Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insureds.” Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [insert County’s homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>

² As of the date on which this Purchasing Policy was adopted, the County’s homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: “FOLLOWING THE “Notice of Intent Bids” LINK UNDER THE “Business” ROLLOVER BUTTON”.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

a. The audio thereof shall be recorded electronically.

b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.

b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.

c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.

d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.

e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. *(Resolution No. 09/10-65)*

(P) **NO-CONTACT RULE:** *(Resolution No. 09/10-81)*

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
			-					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 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.

1. 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 exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% 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, payments made in settlement of payment card and third party network transactions, 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 instructions for Part II 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 *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

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

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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 SSA 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/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and 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 U.S. 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 item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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), ABLÉ accounts (under section 529A), 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

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ 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.

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

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

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.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



GameTime
 c/o Dominica Recreation Products, Inc.
 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

08/28/2020
 Quote #101675-01-02

Community Center ~ Option 2

Village of North Palm Beach
 Attn: Stephen Poh
 1200 Prosperity Farms Road
 North Palm Beach, FL 33408
 Phone: 561-904-2128
spoh@village-npb.org

Ship to Zip 33408

Quantity	Part #	Description	Unit Price	Amount
1	Removal	5-Star Plus - Removal of Existing Playground Equipment- <i>Includes disposal</i>	\$2,175.00	\$2,175.00
1	RDU	GameTime - Custom PrimeTime System- with 2 ~ 15' Umbrella Shades ages 5 - 12	\$43,474.00	\$43,474.00
1	CP	GameTime - Coastal Paint Package for System Accent Metals	\$5,219.70	\$5,219.70
1	INSTALL	5-Star Plus - Five Star Plus Playground Installation Services- <i>Performed by a Certified Installer, includes meeting and unloading delivery truck, signed completion forms, site walkthrough, 90 day site revisit by installation foreman, and 3-Year Labor Warranty!</i>	\$12,920.00	\$12,920.00
1	Sealed	5-Star Plus - Signed/Sealed FBC 2017 6th Ed Building Code Drawings	\$995.00	\$995.00
1	Permits	5-Star Plus - Building Permits- <i>Estimated Costs of Permits plus Time. If actual permit fees are significantly higher or lower, final invoice will be adjusted accordingly. Includes two visits to the permit office, if additional time spent acquiring permits, final invoice to be adjusted. Site Plans are to be provided by the owner for the permit application.</i>	\$1,250.00	\$1,250.00
			Sub Total	\$66,033.70
			Discount	(\$13,042.20)
			Freight	\$2,748.43
			Total	\$55,739.93

Comments

Site access for construction equipment and staging area must be provided by owner.

Top off of existing safety surfacing as needed by owner.

This quote was prepared by Gina Wilson, Vice President / Senior Project Manager.
 For questions or to order please call - 800-432-0162 ext. 101 ginaw@gametime.com

All pricing in accordance with Omnia Partners / U.S. Communities Contract #2017001134.

All terms in the Omnia Partners / U.S. Communities Contract take precedence over terms shown below.

For more information on the Omnia Partners / U.S. Communities contract please visit [Omnia Partners Public Sector GameTime](#)

Permits are not included in cost, unless specifically listed in pricing. If permits are required Signed/Sealed drawings are usually needed and are also not included unless specifically listed in pricing. Any costs for municipal permits, paid by installer, will be charged back to the owner. Adding permits to any job will increase the length of completion, expect total time to be about **120 days**, after receipt of Site Plan from owner/customer (this is not due to manufacturing but rather the permit process at the municipality level). It is expected that the **owner will provide approved site plans** of the area for the permit office, and will help and assist in the securing of all required approvals before assembly of equipment can begin. Installer cannot provide site plans. The permit process can not begin until the site plans are available. If additional permitting requirements are needed during the process, those will be added and billed accordingly, i.e. soil density test, formed footers, etc.





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 P.O. Box 520700
 Longwood, FL 32752-0700
 800-432-0162 * 407-331-0101
 Fax: 407-331-4720
www.playdrp.com

08/28/2020
 Quote #101675-01-02

Community Center ~ Option 2

Payment Terms: Governmental Purchase Order.

Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to GameTime.

Net 30 days subject to approval by GameTime Credit Manager. A completed Credit Application and Bank Reference Authorization, must be received with the order. The decision on credit is the sole discretion of GameTime/PlayCore. A 1.5% per month finance charge will be imposed on all past due accounts.

Multiple Invoices: Invoices will be generated upon services rendered. When equipment ships it will be invoiced seperately from installation and/or other services. Terms are Net 30 for each individual invoice.

This Quotation is subject to policies in the current GameTime Park and Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment.

Pricing: Firm for 60 days from date of quotation.

Shipment: F.O.B. factory, order shall ship within 45 days after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of payment.

Taxes: State and local taxes will be added at time of invoicing, if not already included, unless a tax exempt certificate is provided at the time of order entry.

Exclusions: Unless specifically discussed, this quotation excludes all sitework and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; security of equipment (on site and at night); equipment assembly and installation; safety surfacing; borders; drainage; signed/sealed drawings; or permits.

Installation Terms: Shall be by a Certified Installer. The installer is an independet installer and not part of PlayCore, GameTime, nor Dominica Recreation Products. If playground equipment, installer will be NPSI and Factory Trained and Certified. Unless otherwise noted, installation is based on a standard installation consistent with GameTime installation sheets and in suitable soil with a sub-base that will allow proper playground installation. Drainage is not part of our scope of work unless otherwise noted. Customer shall be responsible for scheduling and coordination with the installer. Site should be level and allow for unrestricted access of trucks and machinery. Customer shall also provide a staging and construction area. Installer not responsible for sod replacement or damage to access path and staging area. Customer shall be responsible for unknown conditions such as buried utilities, tree stumps, rock, or any concealed materials or conditions that may result in additional labor or material costs. Customer will be billed hourly or per job directly by the installer for any additional costs that were not previously included.

ORDER INFORMATION

Bill To: _____ Ship To: _____
 Contact: _____ Contact: _____
 Address: _____ Address: _____
 Address: _____ Address: _____
 City, State, Zip: _____ City, State, Zip: _____
 Tel: _____ Fax: _____ Tel: _____ Fax: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____
 Signature: _____ Date: _____
 Title: _____ Phone: _____
 E-Mail: _____ Purchase Amount: **\$55,739.93**



PLAYMORE

Recreational Products & Services

10271 Deer Run Farms Road, Suite 1
Fort Myers, FL 33966
(239) 791-2400 (239) 791-2401 fax
(888) 886-3757 toll free
www.playmoreonline.com

QUOTATION

01/10/22

Job Number: 15156

Phase: PG Opt 2 Rev C

Revision:

Client: Village of North Palm Beach
501 US Highway 1
North Palm Beach FL 33408

Job: Community Center
North Palm Beach FL

Contact: Stephen Poh

Phone: 561-904-2128

Fax:

Email: spoh@village-npb.org

Sales Rep: Kevin Furman

Terms: Net 30

Item	Description	Quantity	Cost	Subtotal
1 Equipment				
CHALLENGER	CUSTOM PLAY STRUCTURE -- Opt 2_A	1	\$39,400.00	\$39,400.00
Discount	School District of Manatee County 21-0053-MR	-1	\$1,970.00	-\$1,970.00
Discount	Courtesy Discount	-1	\$5,910.00	-\$5,910.00
EWF	80 CY of Engineered Wood Fiber	80	\$24.00	\$1,920.00
			Subtotal:	\$33,440.00
2 Freight				
Freight	Playworld Freight	1	\$4,575.00	\$4,575.00
Freight	EWF Freight	1	\$688.00	\$688.00
			Subtotal:	\$5,263.00
3 Installation				
PSI Installation	Installation of Playworld Equipment	1	\$10,047.00	\$10,047.00
Installation	Installation of Mulch	1	\$1,248.00	\$1,248.00
Removal	Demo Existing Equipment	1	\$1,950.00	\$1,950.00
Disposal	Dumpster	1	\$845.00	\$845.00
Eng Drwgs	Engineered Sealed Drawings	1	\$1,250.00	\$1,250.00
			Subtotal:	\$15,340.00
			Grand Totals:	\$54,043.00

Notes:

PLAYMORE

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QUOTATION

01/10/2022

Job Number: 15156

Phase: PG Opt 2 Rev C

Revision:

Job: Community Center

North Palm Beach FL

Client: Village of North Palm Beach
501 US Highway 1
North Palm Beach FL 33408

General Terms:

Acceptance by a signature, purchase order, or contract based on this proposal indicates that you are in full agreement with all terms and conditions of this proposal, including the following:

- Prices are valid for 30 days, unless otherwise noted. After 30 days, prices are subject to change without notice.
- Sales Tax will be charged unless a valid Sales Tax Exemption Certificate is presented with order.
- Specify all colors and options in writing. Any discrepancies that arise due to oral selections will be the responsibility of the customer.
- If the customer is installing equipment, all equipment is to be installed per manufacturer's instructions and applicable guidelines.
- Installation, site work, permits, engineering, etc. are not included unless noted.

Building Permits:

Building permits are the responsibility of the owner. If a building permit is required for your project, the following options are available.

- Add 5% (minimum \$1,500) to the quotation/contract price. Playmore Recreational Products and Services will cover the costs of all the building permit fees and expeditor fees.
- Playmore Recreational Products and Services can assist the customer in obtaining their own permit. Customer is responsible for all fees directly to the permitting agency and/or the expediting company.

NOTE – All zoning, planning, environmental, etc. permits and approvals are the responsibility of others as well as any required site plans. If signed and sealed engineered drawings are needed for the installation of equipment, this will be included on the proposal. If it is omitted and later discovered necessary, the cost will be the responsibility of the customer.

Standard Services Include:

- Shipping Notification/Receiving Instructions
- Pre-Installation On-Site Meeting
- Underground Utility Check (Sunshine State One Call)
- Accept Delivery and Unload Equipment (If site is ready.)
- Moving New Equipment at Job Site
- Layout of Equipment
- Installation of Equipment and Materials per Manufacturer's Instructions
- Trash Clean Up (Leave on site.)
- Post-Installation Walk Through
- Maintenance Explanation

Customer Responsibilities (unless otherwise noted in the applicable quotation/contract):

- Trash Disposal – Dumpsters or Off Site Disposal.
- Accept Delivery and Unload Equipment (If site is not ready.). \$500.00 Charge will apply if Customer wants Installers to Unload.
- Provide Area for Storage and Staging.
- Secure Site and Equipment.

Some Optional Responsibilities (Must be clearly outlined in the applicable quotation/contract):

- Removal of Existing Equipment.
- Site Preparation, Grading, Drainage Systems, etc.
- Engineered Drawings for Purchased Equipment.
- Other Permits or Engineered Drawings (i.e. zoning permits, environmental permits, site surveys, etc.)

*Any other responsibilities must be clearly outlined in the applicable quotation/contract.

General Notes

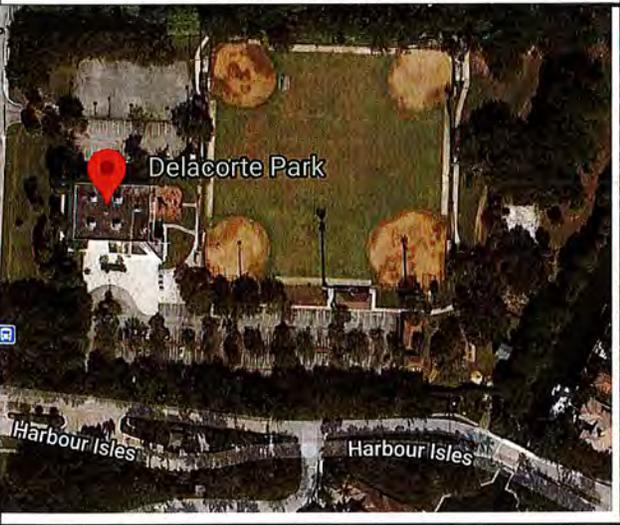
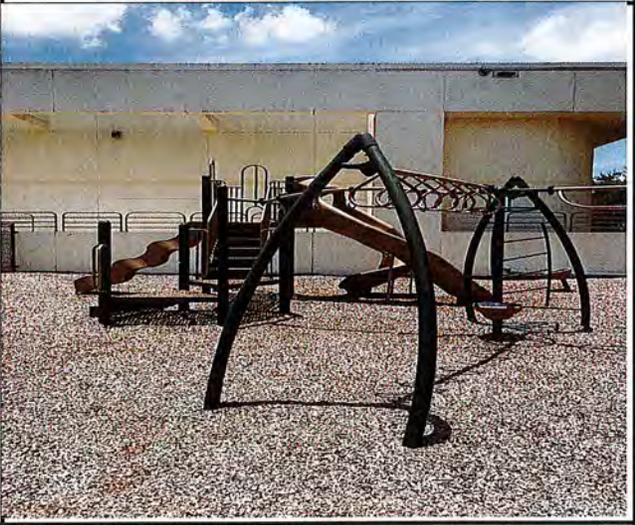
Access/Utilities. Access must be provided to the installation area for heavy trucks and equipment. Access of equipment and personnel is the obligation of the customer to provide until the project is fully completed. We will take every precaution to avoid damage, however any damage caused by the normal installation of our product, such as to sod, concrete sidewalks, private underground utilities, etc., will be the responsibility of the customer, as will any additional costs associated with limiting damage, such as providing plywood over sod for access. If access is not reasonably close to the jobsite, any additional costs incurred due to having to transport materials and/or supplies will be the responsibility of the customer.

Rock/Foreign Object Clause. Most installations require digging of holes and footing equipment in concrete below finished grade. Removal of existing ground covers such as asphalt, concrete, tan bark, sand, pea gravel, wood fiber, rubber matting, poured-in-place rubber surfacing, or any other material that interferes or delays the digging of holes, is the responsibility of others, unless otherwise noted. If excessive underground obstructions such as rocks, coral, asphalt, concrete, pipes, drainage systems, root systems, water, or any other unknown obstructions are discovered, charges will be added to the original proposal.

Playground Surfacing. All playground equipment is to be installed over safety surfacing per CPSC guidelines and ASTM standards. If the customer contracts for something contrary to the guidelines, they are accepting all responsibility for any liability and future litigation that may arise.

Acceptance Signature: X Date: _____ P.O.#: _____

**VILLAGE OF NORTH PALM BEACH
CAPITAL IMPROVEMENT PLAN
2022 - 2026**

Strategic Result : Quality of Life	Department : Parks & Recreation
Project Name : Community Center Playground Replacement	Year(s) : 2022
Project Description : The existing playground at the Community has had several components removed due to safety concerns. The remaining structure is limited in its function and is unsightly in appearance.	
Link to Strategic Plan : The replacement equipment is required to provide well-maintained and desired public amenities.	
Need, Justification, Benefits : The playground at the Community Center is heavily used by children who's family-members are participating in athletic leagues and programs scheduled at the Community Center. The equipment has reached the end of its useful life and needs to be replaced.	
Location & Area Map	Project Photo
 <p>A satellite map showing a park area with a red location pin. The text 'Delacorte Park' is overlaid on the map. In the foreground, there are labels for 'Harbour Isles' and a parking 'P' icon.</p>	 <p>A photograph of a playground structure on a gravel surface. The structure consists of a large black metal frame with a slide and a climbing area. The background shows a white building under a blue sky with clouds.</p>
Comments : The State of Florida Recreation Development Assistance Program (FRDAP) will provide 100% of the needed funding. This grant is for \$50,000 and does not require a match from the Village.	

**VILLAGE OF NORTH PALM BEACH
CAPITAL IMPROVEMENT PLAN
FINANCIAL INFORMATION
2022 - 2026**

Project Name :	Community Center Playground Replacement					
Strategic Result :	Quality of Life					
Department :	Parks & Recreation					
	2022	2023	2024	2025	2026	Total
Project Budget :						
Land acquisition						\$0
Planning / Design						0
Engineering						0
Construction	50,000					50,000
Vehicle						0
Equipment						0
Other						0
Total Budget	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Funding Sources :						
General revenues						\$0
Impact fees						0
Grant revenues	50,000					50,000
Debt service						0
Infrastructure Surtax						0
Fund balance						0
Other						0
Total Revenues	\$50,000	\$0	\$0	\$0	\$0	\$50,000
Operating Impact:						
Personnel						\$0
Operating						0
Capital						0
Other						0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0
Comment(s)						
Grant Information	This FRDAP grant does not require a financial match from the Village.					

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Community Center Park Agreement Number: A2022

2. Parties State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard (Department)
Tallahassee, Florida 32399-3000

Grantee Name: Village of North Palm Beach Entity Type: a local government

Grantee Address: 501 US Highway 1, North Palm Beach, FL 33408 FEID: 59-6017984 (Grantee)

3. Agreement Begin Date: upon execution Date of Expiration: June 30, 2024

4. Project Number: A22022 Project Location(s): 1200 Prosperity Farms Road, North Palm Beach, FL 33410-4114
(If different from Agreement Number)

Project Description: Renovate playground and install new landscaping.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<u>\$50,000.00</u>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<u>Line Item No. 1692A, GAA, FY2021-2022</u>	<u>\$50,000.00</u>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<u>\$50,000.00</u>

6. Department's Grant Manager Name: <u>Angela Bright</u> or successor	Grantee's Grant Manager Name: <u>Russell Ruskay, Director Parks & Recreation</u> or successor
Address: <u>3900 Commonwealth Blvd.</u> <u>MS# 585</u> <u>Tallahassee, FL 32399</u>	Address: <u>501 US Highway 1</u> <u>North Palm Beach, FL 33408-4901</u>
Phone: <u>850-245-2501</u>	Phone: <u>561-841-3384</u>
Email: <u>angie.bright@floridadep.gov</u>	Email: <u>ruskay@village-npb.org</u>

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fdfs.com in accordance with §215.985, F.S.
<input type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Village of North Palm Beach

GRANTEE

Grantee Name

By


(Authorized Signature)

9-9-21
Date Signed

Russell Ruska Director of Parks & Recreation
Print Name and Title of Person Signing

Parks + Recreation

State of Florida Department of Environmental Protection

DEPARTMENT

By

Callie DeHaven Digitally signed by Callie DeHaven
Date: 2021.09.22 10:12:31 -0400
Secretary or Designee

Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

Additional signatures attached on separate page.

VILLAGE OF NORTH PALM BEACH COUNTRY CLUB – GOLF OPERATIONS

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Allan Bowman, Head Golf Professional

DATE: January 27, 2022

SUBJECT: **RESOLUTION** – Accepting a proposal from Brightview Golf Maintenance, Inc. for the pond bank stabilization project at a cost of \$95,084.75, authorizing execution of a Contract and waiving the Village's purchasing policies and procedures.

Village Staff is requesting Village Council approval of a proposal from Brightview Golf Maintenance, Inc. for the pond bank stabilization project at the Country Club golf course in the amount of \$95,084.75 and execution of a Contract. This action will require a waiver of the Village's purchasing policies and procedures.

As a golf course that is built on primarily sand, the edges of the ponds are extremely soft under foot and, coupled with Latitude 36 grass and steep slopes, some stabilization is needed as the structural integrity along some pond banks has been poor. Repair and stabilization is needed on the golf course to protect the main golf course architectural features, including a bridge/land mass from the 18th tee to the 18th fairway. Additionally, this work will allow the Village to avoid emergency repairs following storm events that degrade the quality of the course, divert resources from other maintenance projects and jeopardize the Golf Division's revenue stream.

The work to be completed involves the installation of 1,200 linear feet of a grid system that will hold soil and grass to prevent erosion. This initial scope of work is the first step of a project that will assist in maintaining our bank edges with the installation of 5,000 linear feet of grid material and will culminate with plantings in and around the ponds in the third year of this project.

Golf Course Superintendent Corey Adams and Head Golf Professional Allan Bowman have toured multiple courses and have spoken with a number of vendors about the product selections/options available.

Superintendent Corey Adams has extensive experience overseeing this type of project. Brightview is the Village's golf course maintenance contractor. Having the work completed by the vendor that is responsible for the maintenance of these areas on a daily basis allows the Village to hold Brightview fully accountable.

A total of \$100,000 was allocated to complete the first phase of this project in the FY2022 budget.

Nicklaus Support:

Jack Nicklaus and Chris Cochran of Nicklaus Design have both recently toured the property after recent repairs to the bunkers, including the addition of drainage structures, were completed. They both have been impressed with the quality of work and attention to detail by Brightview on these projects. Continued support by Nicklaus Design is important because it allows us to continue operating as a Nicklaus Signature Golf Course.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Country Club	Golf Course Maintenance	L8045-66210	Construction & Major Renovation	\$95,084.75

The attached Resolution and Contract have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Recommendation: Village Staff recommends Council adoption of the attached Resolution accepting the proposal for the pond stabilization project from Brightview Golf Maintenance Inc. in the amount of \$95,084.75, with funds expended from Account No. L8045-66210 (Golf Course Maintenance - Construction & Major Renovation), authorizing the Mayor and Village Clerk to execute a Contract for such services and waiving the Village's purchasing policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM BRIGHTVIEW GOLF MAINTENANCE, INC. FOR POND REPAIR AND STABILIZATION AT THE AT THE NORTH PALM BEACH COUNTRY CLUB GOLF COURSE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; WAIVING THE VILLAGE’S PURCHASING POLICES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, BrightView Golf Maintenance, Inc. (“BrightView”), the Village’s golf course maintenance contractor, provided a proposal for pond bank repair and stabilization at the North Palm Beach Country Club Golf Course, and Village Staff recommended accepting the proposal submitted by BrightView; and

WHEREAS, the Village Council determines that adoption of this Resolution accepting the proposal from BrightView is in the best interests of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves and accepts the proposal from BrightView Golf Maintenance, Inc. for the purchase of materials and services necessary to complete pond bank stabilization and repair at the Country Club Golf Course at a total cost of \$95,084.75, with funds expended from Account No. L8045-66210 (Golf Course Maintenance – Construction and Major Renovation). The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein by reference.

Section 3. In approving this purchase, the Village Council hereby by waives any conflicting provisions of the Village’s purchasing policies and procedures.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

THIS CONTRACT is made as of the ____ day of _____, 2022 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and BRIGHTVIEW GOLF MAINTENANCE, INC. a Florida corporation, hereinafter referred to as CONTRACTOR, whose Federal I.D. No is 95-2999239.

WHEREAS, the VILLAGE is need of services and materials for pond bank repair and stabilization from at the North Palm Beach Country Club Golf Course; and

WHEREAS, CONTRACTOR is the current provider of Golf Course Maintenance Services, and CONTRACTOR has provided the VILLAGE with a proposal to perform the work; and

WHEREAS, the VILLAGE wishes to retain CONTRACTOR to perform the work outlined in its proposal, pursuant to the terms and conditions of this Contract, based on its familiarity with the Golf Course specifications and its maintenance responsibilities.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR.

CONTRACTOR shall perform those services outlined in its Proposal dated September 28, 2021, attached hereto as Exhibit "A" and incorporated herein by reference ("Work"). CONTRACTOR shall perform the Work to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its vocation practicing in the same or similar locality at the time such services are performed.

ARTICLE 2. TERM OF CONTRACT.

The term of this Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until CONTRACTOR completes all services within the scope of this Contract to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 8. CONTRACTOR shall complete the Work within ninety (90) calendar days after the issuance of the Notice to Proceed.

ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR in accordance with CONTRACTOR's Proposal in an amount not to exceed Ninety-Five Thousand Eighty-Four Dollars and Seventy-Five Cents (\$94,084.75).

B. CONTRACTOR shall invoice the VILLAGE on a monthly basis based on the percentage of work performed. Invoices received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment.

CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

C. Work undertaken or expenses incurred that exceeds an amount set forth in the Proposal without prior written authorization from the VILLAGE shall be the liability of the CONTRACTOR.

D. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

E. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all Work has been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of the Work.

ARTICLE 4. INSURANCE.

A. Prior to execution of this Contract by the VILLAGE, CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the VILLAGE'S representative. Compliance with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligations under this Contract.

B. CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability insurance in the amount of \$1,000,000.00 in aggregate to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

C. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

E. All insurance, other than Worker's Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE OF NORTH PALM BEACH as an "Additional Insured".

ARTICLE 5. PERSONNEL.

A. CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

B. All of the Work required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the Work (including subcontractors) shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of CONTRACTOR's personnel (and all subcontractors) while on VILLAGE premises, will comply with all applicable requirements governing conduct, safety, and security, provided, however, that CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

ARTICLE 6. INDEMNIFICATION.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

ARTICLE 7. INDEPENDENT CONTRACTOR.

CONTRACTOR is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the VILLAGE. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole discretion, supervision and control, and CONTRACTOR shall exercise sole control over the means and manner in which its employees, consultants and subcontractors perform such services.

ARTICLE 8. TERMINATION.

This Contract may be terminated by CONTRACTOR upon ten (10) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon ten (10) days' written notice to the CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid

for Work rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, CONTRACTOR shall:

- A. Stop work on the date and to the extent specified;
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 9. SUCCESSORS AND ASSIGNS.

The VILLAGE and CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and CONTRACTOR.

ARTICLE 10. ACCESS AND AUDITS.

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

ARTICLE 11. ENFORCEMENT COSTS.

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 12. PROTECTION OF WORK AND PROPERTY.

A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the CONTRACTOR shall provide any necessary materials to maintain such protection.

B. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

ARTICLE 13. NOTICE.

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach
Attn: Andrew D. Lukasik, Village Manager
Village Hall
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the CONTRACTOR shall be mailed to:

BrightView Golf Maintenance, Inc.
24151 Ventura Boulevard
Calabasas, CA 91302
Attention: Greg Pieschala, President

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

ARTICLE 14. ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and CONTRACTOR agree that this Contract, including all documents referenced herein, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 15. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 16. PREPARATION.

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 17. MATERIALITY.

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

ARTICLE 18. EXHIBITS AND CONTRACT DOCUMENTS.

All exhibits and other documents referred to in this Contract form an essential part of this Contract. The exhibits and other documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 19. LEGAL EFFECT.

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

ARTICLE 20. SURVIVABILITY.

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 21. WAIVER OF SUBROGATION.

CONTRACTOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 22. WARRANTY.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection, or as otherwise stated in the Proposal. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense.

ARTICLE 23. REPRESENTATIONS/BINDING AUTHORITY.

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 24. GOVERNING LAW, VENUE AND REMEDIES.

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

C. The VILLAGE and CONTRACTOR **knowingly, voluntarily and intentionally waive any right they may have to a trial by jury** with respect to any litigation arising out of or in connection with this Contract.

ARTICLE 25. FEDERAL AND STATE TAXES.

The VILLAGE is exempt from federal tax and state sales tax and use taxes. Upon request, the VILLAGE shall provide an exemption certificate to CONTRACTOR. CONTRACTOR is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall CONTRACTOR be authorized to use the VILLAGE's tax exemption number in securing such materials.

ARTICLE 26. INSPECTOR GENERAL

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

ARTICLE 27. PUBLIC RECORDS.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires required by the VILLAGE to perform the service.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

ARTICLE 28. E-VERIFY

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

CONTRACTOR:

BRIGHTVIEW GOLF MAINTENANCE, INC.

BY: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
DARRYL AUBREY
MAYOR

ATTEST:

BY: _____
JESSICA GREEN,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY



BrightView Golf Improvements Proposal

To: Allan Bowman, Director of Golf
 Company: North Palm Beach Country Club

Date: 28-Sep-21

Reference:

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
SOX Land Bank Stabilization Ecological Improvemnts	1200'	1		\$95,084.75
Total				\$95,084.75

Proposal Notes:

- Fill material to be trucked in and staged at maintenance area
- Ecological Improvements will use NPBCC equipment to move fill material
- NPBCC to provide and install sod on disturbed area
- NPCC responsible for all irrigation related activity...staking, repair, irrigation of new sod.

Certified General Contractor #CGC-062119

Owner's approval: _____

Date: _____